



I HEART MY LIFE

TERMS AND CONDITIONS

1. INTRODUCTION

1.1 These T&Cs (**T&Cs**) are entered into between (i) you, ("**you**") and each of I Heart My Life, LLC and I Heart My Life Events, LLC (each an "**Entity**" and together the "**Entities**"). References to 'we', 'us' or 'our' relate to the Entity. References to 'you' and 'your' relate to the individual or business set out in the booking form, which includes any of your financial details ("**Booking Form**").

1.2 You are advised to read these T&Cs, and where applicable the Booking Form, any confirmation email and our Privacy Policy, since together they consist of the entire agreement between us ("**this Agreement**").

1.3 If there is a conflict between the Booking Form, Event Details and these T&Cs, the order of interpretation shall be the Booking Form, T&Cs and Event Details. You should understand that by ordering any of our Tickets, you agree to be bound by the Agreement.

1.4 This Agreement relates to your purchase of the Event, as more particularly described in the **Event Details** provided to you ("**Event**") This page (together with the documents referred to on it) tells you the T&Cs on which we supply any of the tickets to attend the Event ("**Tickets**") as listed on our website ("**our site**").

1.5 You should print a copy of these T&Cs for future reference.

1.6 Please click on the button marked "I Accept" at the end of these T&Cs if you accept them. If you refuse to accept these T&Cs, you will not be able to order any Tickets from our site.

2. YOUR STATUS

2.1 By placing an order through our site, you warrant that:

- (a) You are legally capable of entering into binding Agreements;
- (b) You are at least 18 years old;
- (c) You are participating in the Event of your own free will and accept total responsibility for my physical and emotional wellbeing at all times;
- (d) You are in good emotional, mental and physical health;
- (e) During the Event, you will not be:
 - (i) under the influence of any drugs, medication or alcohol;
 - (ii) taking any medication (whether prescribed or otherwise) or undertaking treatment for any mental health or psychiatric illness from any medical practitioner, health practitioner, counsellor or psychotherapist, except with prior communication notification to us;
 - (iii) if a team member asks me to leave the Event, I will do so immediately without questions, discussion or dispute; and
- (f) You will take full responsibility for seeking medical treatment, counselling or psychotherapy at my own cost for any emotional issues that arise during or after the Event;
- (g) You acknowledge that the Event may contain loud music, lighting displays, video displays and audience participation;
- (h) You have provided accurate and complete information about yourself to attend the Event;
- (i) Unless agreed with us in advance, you are not a member of the press and you will not make visual or auditory recordings or reproductions of any kind of any of the Event or material presented in or associated with the Event;
- (j) You are responsible for decisions made or actions taken to implement such information, mentoring or guidance.

3. HOW THE AGREEMENT IS FORMED BETWEEN YOU AND US

3.1

3.2 After placing an order for the Tickets, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Ticket. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Ticket has been dispatched ("**the Dispatch Confirmation**").

3.3 The Agreement will only be formed when we send you the Dispatch Confirmation.

3.4 The Agreement will relate only to those Tickets whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Tickets which may have been part of your order until the dispatch of such Tickets has been confirmed in a separate Dispatch Confirmation.

4. REFUNDS

4.1 You will not have any rights to a refund or to terminate this Agreement.

4.2 Time for payment shall be of the essence.

4.3 We are contracting with you as a business, you may not cancel the Agreement and you waive any rights to cancel the Agreement.

4.4 Except in the event that we cancel the Event, we do not offer any refunds for any Tickets at any time for any reason.

5. PRICE AND PAYMENT

5.1 The price of any Tickets will be as quoted on our site from time to time, except in cases of obvious error.

5.2 These prices exclude any VAT, if applicable, which will be added to the total amount due.

5.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

5.4 Our site contains a large number of Tickets and it is always possible that, despite our best efforts, some of the Tickets listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Ticket's correct price is less than our stated price, we will charge the lower amount when dispatching the Ticket to you. If a Ticket's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Ticket, or reject your order and notify you of such rejection.

5.5 We are under no obligation to provide the Ticket to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

5.6 Payment for all Tickets must be by credit or debit card. We accept payment with the cards set out on our site. We will not charge your credit or debit card until we dispatch your order.

6. WRITTEN COMMUNICATIONS

6.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic.

6.2 We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to



I HEART MY LIFE

this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

7. TRANSFER OF RIGHTS AND OBLIGATIONS

7.1 The Agreement between you and us is binding on you and us and on our respective successors and assigns.

7.2 You may not transfer, assign, charge or otherwise dispose of the Ticket, this Agreement, or any of your rights or obligations arising under it, without our prior written consent.

7.3 We may transfer, assign, charge, sub-contract or otherwise dispose of this Agreement, or any of our rights or obligations arising under it, at any time during the term of the Agreement.

8. EVENTS OUTSIDE OUR CONTROL

8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by events outside our reasonable control ("**Force Majeure Event**").

8.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) Strikes, lock-outs or other industrial action.
- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- (e) Impossibility of the use of public or private telecommunications networks.
- (f) The acts, decrees, legislation, regulations or restrictions of any government.

8.3 Our performance under any Agreement is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Agreement may be performed despite the Force Majeure Event.

8.4 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Agreement (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of Agreement as provided in these T&Cs.

9. STATUS AND LIMITATION OF LIABILITY

By entering into this Agreement, you acknowledge and agree that:

9.1 Any information, mentoring or guidance provided by us (or any person representing us) is not intended to be personal or specific to you and is not intended to constitute 'advice', 'financial advice' or 'legal advice'. To obtain such advice you should consult with qualified professionals.

9.2 To the maximum extent permitted by law, any implied terms and warranties are excluded (including those implied by trade, custom, practice or course of dealing);

9.3 You have not and will not rely on any statement, promise or representation made or given by or on our behalf;

9.4 To the maximum extent permitted by law, our aggregate liability arising out of or related to this Agreement, whether in contract, personal injury, damage to belongings or otherwise shall not exceed £100.

9.5 To the maximum extent permitted by law, we will not be liable to you in any way for:

(a) any indirect, special, or consequential loss, damage, expense, cost, loss of income, business, data, goodwill or profits, or for any loss or damage that was not reasonably foreseeable by us at the time you entered into this Agreement, including any business interruption, third party claims;

(b) any event that we cannot reasonably control and which would have been unavoidable (despite reasonable commercial efforts to prevent the event happening) or resulting from us complying with any relevant requirement under any law or regulation to which we are subject

9.6 except for actions for breach of intellectual property rights (clause 10) or confidential information and privacy (clause 11), no action (regardless of form) arising out of this Agreement may be commenced by either party more than one year after the cause of action accrued; and

9.7 Nothing in this Agreement shall be taken to exclude any liability of either party for death or personal injury caused by its negligence or any fraudulent misrepresentation.

9.8 We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Event or the performance of any of our other obligations under this Agreement or the quotation for:

9.9 Nothing in this Agreement shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

10. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that:

10.1 all material relating to us, whether presented before, during or after your Event are part of our "intellectual property rights", which includes registered and unregistered rights in any copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, get-up, database rights, and all similar rights; This includes but is not limited to content, audios, videos and design of the website; and

10.2 you will not, at any time, do anything that would infringe our intellectual property rights, including recording, reusing, reselling or reproducing in whole or in part any information, documents or online content from the Event.

10.3 You acknowledge that the Event may be photographed or recorded. You waive all rights to images or recordings and any and all images and recordings will remain our property and may be used at our discretion.

11. CONFIDENTIAL INFORMATION AND PRIVACY

11.1 You agree to adhere to the terms of this Agreement at all times, including the confidentiality provisions set out therein.

11.2 We may contact you (by mail, email, telephone, SMS or via the internet) in relation to the Event account or other events, products or services in which you may be interested. If you wish to opt-out of non-Event-related communications, please write to us at info@iheartmylife.com. Please note, you will continue to receive communication in relation to the Event We will not give your personal data to any other third party without your prior written consent.

11.3 Any personal information that we store about you, including any personal details are held in accordance with our Privacy Policy.



I HEART MY LIFE

12. FORCE MAJEURE

If an event occurs outside our reasonable control with respect to the Event, which may include, but is not limited to the cancellation of the hotel or venue by the venue, loss of a key trainer, power failure, Internet Service Provider failure, telecommunications failure, industrial action, civil unrest, fire, flood, storms, snow, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question, we may cancel the Event.

13. GENERAL

13.1 The following clauses shall survive termination of this Agreement: Status & Limitation of Liability (clause 9), intellectual property rights (clause 10) or confidential information and privacy (clause 11) and General (clause 12)

13.2 This Agreement is not enforceable by any third party (whether under statute or otherwise).

13.3 Any notices under this Agreement will be provided to you via the email address you provide in your Booking Form

13.4 Severability. If any of the provisions in this Agreement shall be held to be illegal or unenforceable in whole or in part under any enactment or rule or law, the provision in question shall, to that extent, be deemed not to form part of this Agreement or shall apply with such deletions as may be necessary to make it legal and enforceable and the enforceability of the remainder of this Agreement shall not be affected.

13.5 Waiver. The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.

13.6 This Agreement is the entire agreement between the parties in relation to its subject. No other terms apply.

13.7 We reserve the right to vary these T&Cs at any time. You will be notified of any changes and if we do not hear from you within 7 working days from notification such changes will be deemed to be accepted. The unenforceability of any part of this Agreement will not affect the enforceability of any other part.

13.8 Unless otherwise agreed, no delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

13.9 If this Agreement conflicts with any other agreement this Agreement will take priority.

13.10 This Agreement is to be construed and governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England.