

Terms Of Use

Updated: April 27, 2021

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

We are Lions Gate International (UK) Limited having a place of business at 45 Mortimer Street, London, W1W 8HJ, United Kingdom ("**Company**", "**us**", "**our**" or "**we**").

1. These Terms of Use

These Terms of Use govern the relationship between you and us when you access or use the website located at <http://lionsgatefilms.co.uk/> (the "**Site**").

Please read these Terms of Use carefully. By using the Site you are agreeing to these Terms of Use, which form a binding agreement between you and us. If you do not agree to these Terms of Use, please do not use the Site.

2. Terminology

In these Terms of Use, you will see capitalised words and phrases. These capitalised words and phrases are defined terms – this means that they have specific meanings. The first time a defined term is used, you will see it in brackets and in bold (for example where we've defined "Site" in the section above).

3. Other Important Terms

Our Privacy Policy <https://www.lionsgatefilms.co.uk/privacy-policy> ("**Privacy Policy**") sets out the terms on which we process any personal data we collect from you or that you provide to us via the Site. It also includes our policy on cookies.

4. Access and Use of the Site

In order to use and access the Site you must (unless stated otherwise):

- be 18 years of age or older;
- live in the United Kingdom or Ireland ("**Site Area**");

5. Site Updates; Software

By using the Site, you acknowledge and agree to receive, without further notice or prompting, updated versions of the Site and related third-party software.

6. Ending Your Rights under These Terms of Use

We can end your rights under these Terms of Use immediately at any time if:

- you are in serious breach of these Terms of Use; or
- we reasonably believe you have committed fraudulent activity against us or any third party through your use of the Site or the content available via the Site.

We can also end your access to the Site immediately at any time, without notice, if we're forced to do so for technical or operational reasons beyond our control.

7. Intellectual Property

As between you and Company, all aspects of the Site and the Content are owned by Company and/or its licensors and content and technology providers, and are protected by applicable domestic and international copyright and other intellectual property laws.

"**Content**" means: (a) any and all motion pictures, images, animations, artwork, copy or information; and/or (b) any and all other human readable audio and/or visual elements, regardless of the form or format, accessible via the Site.

Any and all underlying patentable or copyright (or copyrightable) elements (or elements protectable as trade secrets or otherwise under intellectual property laws) related to the

Site and/or the Content, including without limitation, source code, script, object code, software, protocols, algorithms, computer programs, data and other sets of statements and instructions contained in and/or used to deliver the Site and/or the Content will be considered the property of Company ("**Company IP**").

LIONSGATE and all related registered and unregistered trademarks and service marks ("**Lionsgate Marks**") are the property of Lions Gate Entertainment Inc. Certain characters, logos, names and images incorporated by Lions Gate Entertainment Inc. on the Sites and Content are also protected as registered or unregistered trademarks, trade names and/or service marks and are the property of their respective owners. The Lionsgate Marks may not be used without the express written permission of Company.

8. Your Right to Use/Access the Site; and Restrictions

Company grants you a limited, non-exclusive, non-transferable licence to access and use the Site and the Content solely within the Site Area in accordance with these Terms of Use.

You may use the Site for personal, lawful purposes only. In particular, but without limitation, you agree not to:

- sell, resell, lend, lease, rent or otherwise commercially use the Site, Content, or any other material or information contained therein;
- collect or use any information, data, listings, or descriptions relating to or derived from the Site or the Content for any reason;
- unless you're allowed to do so under relevant statutory exceptions, create derivative works from the Site or the Content or any other materials or information contained therein;
- download or copy the account information of any third party;
- use data mining, robots, or other data gathering and extraction tools in relation to the Site or the Content;
- distribute, transfer, or post any Content on any third party website, online service or other media;
- modify, adapt, or translate any part of the Site or the Content;
- except in relation to software underlying the Site (in respect of which you may have certain limited rights under applicable law, and then only to that extent), reverse engineer, decompile or disassemble the Site or the Content, or otherwise attempt to obtain access to the Company IP;
- remove or alter any copyright, trademark or other proprietary notice contained in the Site or the Content;
- frame or utilize framing techniques to use, surround or enclose the Site, Content or any trademarks, service marks, logo, or other proprietary information (including: images, text, page layout, or form) of Company and/or its affiliates or subsidiaries or Content providers without Company's express written consent; or
- use any meta-tags or any other "hidden text" utilising the name of the Site, the Content, Company and/or its affiliates, subsidiaries or Content providers, or any trade names or trademarks or other copyrighted materials relating thereto, without the express written consent of Company.

9. Promotions

From time to time, we may offer prize draws, competitions or other promotions that require you to send material or information about yourself. Please note that prize draws, competitions or promotions offered via the Site may be, and often are, governed by a separate set of rules that, in addition to describing such prize draws, competitions or promotion, may have eligibility requirements, such as certain age or geographic area restrictions, terms and conditions governing the use of material you submit, and supplemental disclosures about how your personal information may be used. It is your responsibility to read such rules to determine whether or not you want to and are eligible to participate, register and/or enter. By entering any such prize draws, competitions or

other promotion, you agree to comply with such rules and the decisions of the promotor(s) identified therein, which shall be final and binding in all respects.

10. User Submissions

We are pleased to hear from our customers and welcome your comments regarding our products and services. These comments should only be submitted to one of the mailboxes available to users of the Site provided from time to time for that purpose.

We will be entitled to use all remarks, suggestions, ideas, graphics, or other information communicated to us through the Site in any manner (each, a **"Submission"**) for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Submission.

You acknowledge that you are responsible for whatever material you submit, and you, not Company, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright. You acknowledge and agree that neither Company nor any of its licensees, successors or assigns has now, or will have in the future, any duty or liability with respect to the infringement or protection of any copyright in and to your Submission, and that Company and its licensees, successors or assigns are not responsible for the loss, deletion, failure to store, or misdelivery of any feedback submitted.

Company generally does not pre-screen, verify or edit your Submissions. However, Company and its agents reserve the right to investigate any violation of these Terms of Use and to take appropriate remedial action. Company has absolute discretion to enforce these Terms of Use, including, but not limited to warning users of violations, disabling or suspending access, deleting, screening or editing any Submission, or prohibiting any behaviour that does not comply with these Terms of Use. You are responsible for all activities conducted by you and any user of your user account, including the transmission, posting, or other provision of text, files, links, software, photographs, video, sound, music or other information or material to any portion of the Site.

11. Confidential and Proprietary Information

You agree not to try to access and not to access any information through the Site that does not relate to you and which you are not properly authorised to receive. You agree that if you should access information about another individual or entity via the Site, or otherwise receive information you are not authorised to receive via the Site, or if you become aware that someone else has accessed or attempted to access information that person was not authorized to receive via the Site, you will immediately cease such unauthorised access (to the extent that this is within your reasonable control), notify Company of the unauthorised access, and reasonably assist Company in identifying and correcting the circumstances that permitted such unauthorised access. You will keep confidential all information you receive concerning another individual or entity, will not use this information, will return such information to Company immediately, will not transmit it to any other person or entity and will not copy or distribute it in any electronic or other form.

12. Representations and Warranties

By accessing or using the Site you represent and warrant (i.e. promise) that:

- you are resident within the Site Area;
- you are at least eighteen (18) years old;
- the information you provide during registration for a user account, and any other communications with Company and/or in connection with the Site, is true, correct, complete, and current and you agree to update such information as necessary so that it remains current, accurate, and complete; and
- you have read and agree to abide and be bound by these Terms of Use.

13. Links To and From Third Party Sites

The Site contains or may contain links to third party websites. These websites are independent from us and we make no representations or warranties as to the legitimacy, accuracy or quality of such third party services, and we do not accept any responsibility for their content, safety, practices or privacy policies.

You may not link to the Site or any Content from any third-party site without the prior written permission of Company.

14. Our Responsibility for Loss or Damage Suffered by You

Nothing in these Terms of Use excludes our liability to you for:

- death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- fraud or fraudulent misrepresentation;
- any other liability which it would be unlawful of us to restrict or exclude; or
- your statutory rights in relation to the provision of the Site.

If we fail to comply with these Terms of Use, we are responsible for loss or damage you suffer that is a foreseeable result of that, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

If digital content that we have supplied to you damages a device or digital content belonging to you, and this is caused by our failure to use reasonable care and skill, we will either fix your device or reimburse you. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system and/or operating requirements advised by us.

The Site is provided for general information and entertainment purposes only. They do not offer information or advice on which you may rely. Although we make reasonable efforts to update the information we provide via the Site about our media and entertainment content, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

The Site is provided for domestic and private use. If you use the Site for any commercial, business or resale purpose this will be a breach of these Terms of Use and we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We do not guarantee that the Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform and ensuring you have internet (and/or mobile data) connectivity in order to access the Site and should use your own virus protection software.

Company will not have any liability to you for any delay or non-performance of its obligations under these Terms of Use, to the extent that this is caused by an act of God, labour dispute, or failure of facilities, networks, equipment or software, or any similar event, to the extent that such event is beyond the reasonable control of Company.

15. Other Important Terms

You may not transfer your rights and obligations under these Terms of Use for any reason. We may transfer our rights and obligations under these Terms of Use to another organisation, but this will not affect your rights or our obligations under these Terms of Use.

If we do not enforce our rights against you, or if we delay in doing so, that does not mean that we have waived our rights against you, and it does not mean that you are relieved of your obligations under these Terms of Use. If we do waive a breach by you, we will only do so in writing, and that will not mean that we will automatically waive any later breach by you.

Each of the terms and conditions of these Terms of Use operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining terms and conditions will remain in full force and effect.

Nothing contained in these Terms of Use will create a joint venture, partnership or any other employee/employer or independent contractor relationship or any other commercial relationship (except as seller and customer) between you and Company.

Any provisions of these Terms of Use which by their nature should survive termination of these Terms of Use, will survive such termination.

These Terms are governed by English law and the courts of England have non-exclusive jurisdiction over any dispute arising under or in connection with these Terms of Use.