



# TIME OUT AND TIME OUT MARKET WEBSITE TERMS OF USE

## 1 INTRODUCTION

- 1.1 These terms of use (“**Terms**”) apply to the Time Out and Time Out Market website ([www.timeout.com](http://www.timeout.com) and [www.timeoutmarket.com](http://www.timeoutmarket.com)), specifically to the non-US areas of the site (“**the Website**”). By accessing the Website you agree to be bound by these Terms. If you do not wish to be bound by the Terms you should not access or use the Website. For the US areas of the Website, please refer to the [US Terms of Use](#)
- 1.2 The Website is offered from the United Kingdom by Time Out England Limited which is a company registered in England and Wales with registration number 01782049, and Time Out Market Limited which is a company registered in England and Wales with registration number 09550826 (collectively referred to as "**our**", "**us**", "**Time Out**" and "**we**"). Our registered office and postal address is 77 Wicklow Street, London WC1X 9JY, United Kingdom.
- 1.3 Your use of the Website is also subject to our [Privacy Notice](#), [Cookie Policy](#) and to the extent that you make purchases via the Website, the Time Out e-commerce terms and conditions, which you should read before accessing the Website.
- 1.4 These Terms were last updated in 31 January 2019

## 2. USER ACCOUNTS

- 2.1 In order to use some parts of the Website, you may need to create an account (“**User Account**”). You can create a User Account on the Website using your email address or via a social media account. When logging in or creating a User Account via a social media account Time Out will ask the nominated application for permission to access selected data, which enables the service to work. This data is stored by us against your profile. You can choose what personal information is displayed on the Website. When you login via social media the application will check for any changes and update your User Account.

Additionally, if you amend details about yourself within your User Account this data will be retained as the master copy of your data. If you choose to deactivate your User Account, all your data will be deleted by us.

2.2 You shall not create multiple user accounts. You shall not use another Website user's account without obtaining their prior consent. You must provide full and accurate information, including your real name, when you create your User Account. You are solely responsible for the activity that occurs on your User Account, and so we suggest that you keep your User Account password secure. You must notify us immediately if you are aware of any unauthorised use of your User Account.

2.3 Please review the [Privacy Notice](#) for details of how we use your personal data.

### **3. USING THE WEBSITE**

3.1 Wherever you are asked to provide information in connection with the Website, you agree to provide true, accurate, current and complete details. You are not obliged to provide Time Out with any optional information requested.

3.2 You agree not to:

3.2.1 impersonate another person or use a false name or a name you are unauthorised to use, or create a false identity or origin or e-mail address or try to mislead us or others as to identity or origin of any communications or to provide inaccurate or unreliable contact details;

3.2.2 modify, access or make available data stored on a computer or device which you have accessed through our network, when either: (i) the owner of the data, computer or device has taken steps to prevent you from doing this; or (ii) the owner has expressed a wish that you do not do this;

3.2.3 make available or upload files that contain software or other material, data or information not owned by or licensed to you or collect information about others (eg. names/addresses) without their prior consent;

3.2.4 damage, interfere with or disrupt access to the Website or do anything which might impair its functionality;

3.2.5 use the Website in any way to send unsolicited (commercial or otherwise) e-mails or any material for marketing or publicity purposes, or any similar abuse of either;

- 3.2.6 publish, post, distribute, disseminate or otherwise transmit, defamatory offensive, infringing, obscene, indecent or other unlawful or objectionable material or information via the Website;
  - 3.2.7 make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, trojan horses, worms, or any other harmful software via the Website;
  - 3.2.8 falsify the true ownership of software or other material or information contained in a file made available via the Website;
  - 3.2.9 use the Website or any part of the Content for business or commercial purposes; and/or
  - 3.2.10 obtain or attempt to obtain unauthorised access, through whatever means, to the Website.
- 3.3 We will permit you to link to the home page of the Website provided you comply with the following:
- 3.3.1 you only do so in a way that is fair and legal and does not take advantage of or damage our reputation; and
  - 3.3.2 you do not suggest any form of association, approval or endorsement by us unless we have otherwise permitted.
- 3.4 We reserve our right to withdraw our permission to link in clause 3.3 at any time without notice.

#### **4. USER SUBMISSIONS**

- 4.1 We may now or in the future allow the submission to the Website of videos and/or other communications or materials (including reviews) by users of the Website (collectively “**User Submissions**”).
- 4.2 User Submissions must comply at all times with these Terms and with any separate terms and conditions relating to such User Submissions that we may publish on the Website from time to time.
- 4.3 By submitting any User Submissions to the Website you hereby grant to:

- 4.3.1 Time Out a worldwide, royalty-free, perpetual, transferable, irrevocable, non-exclusive licence and right to use, reproduce, share, copy, modify, publish, edit, translate, reformat, host, aggregate, distribute, perform, and display the User Submission alone or as part of other works in any form, media, or technology whether now known or hereafter developed without territorial or time limitations, and to sublicense such rights through multiple tiers of sub-licensees; and
- 4.3.2 each user of the Website, an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, licence to access the User Submissions through the Website.
- 4.4 Subject to clause 4.3.1 you shall retain all of your ownership rights in the User Submissions.
- 4.5 By submitting User Submissions to the Website you warrant, represent and undertake to us that you have full power and authority to grant the rights and licences relating to the User Submissions set out in this agreement and that the User Submissions you submit:
- 4.5.1 do not infringe any third party's intellectual property rights (including without limitation copyright and/or trademarks), other proprietary rights or rights of publicity or privacy;
- 4.5.2 do not violate any law, statute, ordinance or regulation;
- 4.5.2 are not defamatory, libellous, threatening or harassing;
- 4.5.3 are not obscene or pornographic;
- 4.5.4 do not violate any laws;
- 4.5.5 do not include e-mail addresses, URLs to personal websites and/or blogs or phone numbers, and/or
- 4.5.7 are not a report of someone else's experience.

#### *Comments and Reviews*

- 4.6 If you choose to submit a review it must be your description of the experience you had with friends, family or on your own. We encourage reviews that are informative, entertaining and helpful for others and an explanation of what you enjoyed or didn't.
- 4.7 By submitting a review to the Website you hereby confirm that the review is based on your own experience and is your genuine opinion, that you have no personal or business relationship with what you are reviewing, have not been offered any incentive or payment to write your review and have no personal grievances to air.

- 4.8 You acknowledge and agree that you understand that Time Out has a zero-tolerance policy on fake reviews.
- 4.9 We encourage you to share your opinion about the features we've written or a review that has been written by us or by one of our users. We like comments that are your view of another's opinion and are constructive - be that agreeing or disagreeing.
- 4.10 Reviews and comments must be:
- 4.10.1 user-friendly: contain no profanities, threats, prejudiced comments, hate speech, sexually explicit language or other content that is not appropriate for other users;
- 4.10.2 unique and independent: you should write one review about a first-hand experience on any given event, restaurant or attraction;
- 4.10.3 original: contain no substantially quoted material from other sources, including (but not limited to) websites, e-mail correspondence, other reviews, etc.;
- 4.10.4 non-commercial: contain no promotional material of any kind, including self-promotional URLs. We reserve the right to reject any URL, e-mail address or phone number for any reason and reserve the right to delete any section containing promotional material from reviews;
- 4.10.5 submitted by persons over the age of 18;
- 4.10.6 submitted with a valid e-mail address; and
- 4.10.7 submitted with no HTML tags and no excessive ALL CAPS, slang or typographic symbols.
- 4.11 Time Out allows the management or representatives of events, venues, restaurants or attractions to respond to reviews written by users on the Website and these should be identified by your User Account. Time Out reserves the right to remove a review, comment or give a management response at any time for any reason.
- 4.12 We do not endorse any User Submission or any opinion, recommendation or advice expressed therein, and we expressly disclaim any and all liability in connection with User Submissions. We do not permit copyright infringing activities or any infringement of any other intellectual property rights on the Website.
- 4.13 We reserve the right to remove the User Submissions without notice for any reason in our absolute discretion, including, without limitation, breach of the User Submission conditions and/or breach of any intellectual property rights.
- 4.14 You acknowledge that when using the Website, you may be exposed to User Submissions

from a variety of sources and that we are not responsible for the accuracy, usefulness, safety or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent or objectionable and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us with respect thereto.

4.15 If you believe any of the User Submissions on the Website are inaccurate, offensive, indecent, objectionable or infringe any intellectual property rights please contact us at [legal@timeout.com](mailto:legal@timeout.com). On our receipt of such notice we shall commence an investigation into the submission in question and/or temporarily or permanently remove the submission at our sole discretion.

## **5. WHAT WE WILL DO**

5.1 We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website because of a failure, suspension or withdrawal of all or part of the Website for any reason.

5.2 We will use reasonable endeavours to verify the accuracy of any information that we make available either directly or through any website partners wherever practical however we are not in a position to ensure the complete accuracy of information that can often change, such as for instance opening times, dates of performances, schedules and current prices and we strongly recommend that prior to relying on information made available through the Website, such information, where capable of change, is confirmed with the applicable venue, facility or service provider.

## **6. ACCESS TO THE SITE & WHAT WE CAN DO**

6.1 While we endeavour to ensure that the Website is normally available 24 hours a day, we shall not be liable if for any reason the Website is unavailable at any time or for any period. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

6.2 We can at any time:

6.2.1 modify or withdraw, temporarily or permanently, the Website (or any part of it) for business and operational reasons in which event we shall try and give you reasonable notice of any suspension or withdrawal and we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or

- 6.2.2 change these Terms. Your continued use of the Website (or any part of it) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms have been changed. If you do not agree to any change to the Terms then you must immediately stop using the Website; and/or
- 6.2.3 monitor any activity and content associated with the Website. We may investigate any reported violation of these Terms (and/or our Website Purchase Terms and Conditions, Privacy Notice and Cookie Policy) or complaints relating to the Website and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access to the Website and/or removing any materials from the Website).

## 7. WEBSITE PARTNERS

- 7.1 The Website may contain hyperlinks to websites and resources owned and operated by third parties. These third party websites and resources have their own terms of use and privacy policies which you will need to comply with if you access such third party sites. You acknowledge and agree that we are not responsible for the availability of such external sites or resources and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.
- 7.2 Third party links (including advertisements) do not imply that we endorse, are affiliated or associated with any linked website, or are legally authorised to use any intellectual property accessible through such links.

## 8. FINANCIAL TRANSACTIONS

- 8.1 Through the Website you have the opportunity to acquire tickets, packages, goods, products and services, make bookings for venues and events and obtain other benefits and enter into commercial transactions (“**e-commerce transactions**”). e-commerce transactions are available both from Time Out and from Time Out’s commercial partners (“**Transactional Partners**”). It is important to note that where you enter into e-commerce transactions with Transactional Partners you will be required to enter into separate terms and conditions in respect of such transaction directly with Transactional Partners. In the event that you enter into e-commerce transactions with Time Out then the terms and conditions relating to such transactions are subject to Time Out’s e-commerce terms and conditions as they apply to the jurisdiction in which the relevant Products are delivered.

8.2 Time Out cannot be held responsible for any transaction that you enter into with a Transactional Partner.

## **9. LIMITATION OF LIABILITY**

9.1 You agree that you use the Website entirely at your own risk.

9.2 The Website is provided on an “as is” and “as available” basis for your information and personal use only without any representation or endorsement. Unless specified in separate terms and conditions relating to a particular product or service, we make no warranties of any kind, whether express or implied, in relation to the Website, or products or services offered on the Website whether by us or on our behalf (including free software downloads) including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, availability, non-infringement, compatibility, security, accuracy, condition or completeness or any implied warranty arising from course of dealing or usage or trade.

9.3 Unless specified in separate terms and conditions related to a particular product or service, we make no warranty that the Website or products or services offered on the Website whether by us or on our behalf (including free software downloads) will meet your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the Website or the server which makes it available or products or services offered on the Website whether by us or on our behalf (including free software downloads) are free of viruses or bugs or are fully functional, accurate, or reliable. We will not be responsible or liable to you for any loss of content or material as a result of uploading to or downloading from the Website.

9.4 Subject to clause 9.5, Time Out shall not be liable for any damages whatsoever, including but without limitation to, damages for loss of use, data or profits, arising out of the use or performance of the Website, the provision of or failure to provide services, or for any information obtained through the Website, or otherwise arising out of the use of the Website, whether based on contract, tort, or otherwise, without limitation, even if Time Out has been advised of the possibility of damage.

9.5 If defective digital content that Time Out has supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill Time Out will either repair the damage or pay you compensation. However, Time Out will not be liable for damage that you could have avoided by following our advice to apply an update or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.



9.6 If you are dissatisfied with any portion of the Website, or with any of the Terms, your sole remedy, except as specifically provided in these Terms, is to stop using the Website.

9.7 Notwithstanding anything in these Terms Time Out does not disclaim liability for death or injury caused by its own negligence or any other liability where it would be unlawful to do so. Nothing in these Terms shall affect your statutory rights as consumer.

9.8 Time Out reserves the right to remove any information or material on the Website without warning, and without prejudice to any other accrued rights, and/or make available such information or material when required to do so by law or when requested to do so by regulatory bodies or law enforcement organisations.

## 10. INDEMNITY

10.1 You undertake to Time Out that you will not use the Website for any purpose or in any way that is prohibited by these Terms or is otherwise unlawful.

10.2 You agree to indemnify Time Out, its officers, employees, and licensors in respect of any loss that it or they may suffer as a result, directly or indirectly, of any breach by you of the undertaking at clause 10.1.

## 11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Website, and all the information and graphic representations or images on it (“**Content**”) are owned by, or licensed to, one of the group companies listed in the table below. Depending on the area of the website you are using, the copyright and all other intellectual property rights in the Content are the sole and exclusive property of one of the following entities, or its licensors:

<b>Company</b>	<b>Territory</b>
Print & Digital Publishing Pty Limited	Australia
Time Out England Limited Time Out Market Limited	France and UK
Time Out Hong Kong Company Limited	Hong Kong and Seoul
Time Out Media Singapore PTE Ltd	Singapore

Time Out Portugal LDA MC – Mercados da Capital LDA	Portugal
Time Out Media Spain SLU	Spain

11.2 You may view the Website on your computer screen and print its contents on your printer for your personal and non-commercial use only. For the avoidance of doubt, anything printed will form part of the Content.

11.3 Without our written consent, you may not use, transfer, copy or reproduce any part of the Content, the Website or its source HTML code in whole or in part, in any form or by any means, electronic, mechanical or otherwise, except for the sole purpose of viewing the Content. This includes electronic reproduction by uploading or downloading.

11.4 You warrant that it is legal for you to view this Website in the jurisdiction to which you are subject. You are responsible for compliance with all laws of that jurisdiction, in viewing or using the Content.

## **12. VIRUS PROTECTION AND COMPATIBILITY**

12.1 While certain precautions have been taken to detect computer viruses and ensure security, Time Out cannot guarantee that the Website is virus-free and secure.

12.2 Time Out shall not be liable for any loss or damage which occurs as a result of any virus or breach of security. Time Out does not give any warranties as to the compatibility of the Website with your computer systems, software and/or hardware.

## **13 TERMINATION**

Time Out may restrict your access to the Website, refuse to correspond with you, and/or remove your details from the relevant database without prejudice to any other accrued rights, without prior notice to you where:

13.1 there is a regulatory or statutory change limiting the ability to provide access to the Website;

13.2 there is any event beyond the reasonable control of Time Out preventing Time Out from providing access to the Website (for example, and without limitation, technical difficulties, capacity problems and communications failures); or

13.3 Time Out considers in its sole discretion that you are abusing the Website or are otherwise acting in breach of these Terms.

## **14 GENERAL**

- 14.1 A failure or delay by Time Out in enforcing compliance with these Terms shall not be a waiver of that or any other provision of these Terms.
- 14.2 None of these Terms shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 (or equivalent local law) by any third party.
- 14.3 If any provisions of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.
- 14.4 These Terms, our Privacy Notice, Cookie Policy and e-commerce terms and conditions together constitute the entire agreement between you and Time Out as to your use of the Website and shall supersede any prior agreement or representation in respect thereof.
- 14.5 The express provisions of these Terms are in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.
- 14.6 Any and all notices to be given by either one of us to the other pursuant to or in connection with these Terms shall be deemed sufficiently given when forwarded by e-mail in each case addressed to you at the e-mail address you have given us or to us at the e-mail address displayed on the Website.
- 14.7 English law governs these Terms. You submit to the non-exclusive jurisdiction of the English courts.