



## VIVENDI LIVE GROUP

### WEBSITE TERMS AND CONDITIONS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

#### 1. WHAT'S IN THESE TERMS?

These terms tell you the rules for using our websites listed below (the “Sites” and each a “Site”):-

[www.u-live.com](http://www.u-live.com)  
[www.nocturnelive.com](http://www.nocturnelive.com)  
[www.lovesupremefestival.com](http://www.lovesupremefestival.com)  
[www.sundownfestival.co.uk](http://www.sundownfestival.co.uk)  
[www.thelongroad.com](http://www.thelongroad.com)  
[www.kitefestival.co.uk](http://www.kitefestival.co.uk)  
[www.lecrxssing.com](http://www.lecrxssing.com)

#### 2. WHO WE ARE AND HOW TO CONTACT US

The following members of our group (the “Vivendi Live Group”) operate the following websites:-

Website	Operator
<a href="http://www.u-live.com">www.u-live.com</a>	Vivendi Live Limited t/a ULive Company number: 00859087
<a href="http://www.nocturnelive.com">www.nocturnelive.com</a>	Nocturne Live Events Limited Company number: 08832956
<a href="http://www.lovesupremefestival.com">www.lovesupremefestival.com</a>	Love Supreme Festival Limited Company number: 07167313
<a href="http://www.sundownfestival.co.uk">www.sundownfestival.co.uk</a>	Sundown Festival Limited Company number: 06721466
<a href="http://www.thelongroad.com">www.thelongroad.com</a>	ULive Portfolio Limited Company number: 06861132
<a href="http://www.kitefestival.co.uk">www.kitefestival.co.uk</a>	ULive Portfolio Limited* Company number: 06861132

\*NB: Kite Festival is a joint venture operation which will be operated through a new joint venture company. Once the new joint venture company has been incorporated, ULive Portfolio Limited's ownership of any assets relating to the business of Kite Festival, including any web domains, will be assigned to the joint venture company and that entity will replace ULive Portfolio Limited as operator of the Kite website.

The Vivendi Live Group companies are registered in England and Wales and the registered office of all of the above Vivendi Live Group companies is 3 Pancras Square, London, N1C 4AG.

These terms and conditions are issued on behalf of the Vivendi Live Group so when we mention, "we", "us" or "our" in these terms and conditions, we are referring to the relevant company in the Vivendi Live Group responsible for operating the relevant Site as set out above.

To contact us, please email [info@u-live.com](mailto:info@u-live.com) or write to us at our registered office. Please note a number of companies are located at this address so it is important you include the company name when writing to us to ensure we receive your letter.

### **3. BY USING OUR SITE YOU ACCEPT THESE TERMS**

By using our Sites, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our Sites.

We recommend that you print a copy of these terms for future reference.

### **4. THERE ARE OTHER TERMS THAT MAY APPLY TO YOU**

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy (<https://kitefestival.co.uk/wp-content/uploads/2020/01/Vivendi-Live-Privacy-Policy-Jan-2020.pdf>)  
See further under *How we may use your personal information*.
- Our Cookie Policy (<https://kitefestival.co.uk/wp-content/uploads/2020/01/kite-cookie-policy.pdf>), which sets out information about the cookies on our site.

If you purchase tickets for our events, our Terms and Conditions of Entry on the relevant Site will apply to the sales of tickets for the relevant festival or events on that Site.

### **5. WE MAY MAKE CHANGES TO THESE TERMS**

We amend these terms from time to time. Every time you wish to use one of our Sites, please check these terms to ensure you understand the terms that apply at that time.

### **6. WE MAY MAKE CHANGES TO OUR SITES**

We may update and change our Sites from time to time to reflect changes to our services, events, our users' needs and our business priorities.

### **7. WE MAY SUSPEND OR WITHDRAW OUR SITE**

Our Sites are made available free of charge.

We do not guarantee that our Sites, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of any Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access any of our Sites through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

#### **8. WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. Our Sites are directed to people residing in the United Kingdom. We do not represent that content available on or through our Site is appropriate for use or available in other locations.

#### **9. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [privacy@u-live.com](mailto:privacy@u-live.com).

#### **10. HOW YOU MAY USE MATERIAL ON OUR SITE**

The relevant Vivendi Live Group company as set out in *Who We Are and How to Contact Us* (Section 2) above is the owner or the licensee of all intellectual property rights in the relevant Site set out next to its name, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our Sites.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Sites must always be acknowledged.

You must not use any part of the content on our Sites for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Site in breach of these terms of use, your right to use our Sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **11. DO NOT RELY ON INFORMATION ON OUR SITES**

The content on our Sites is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Sites.

Although we make reasonable efforts to update the information on our Sites, we make no representations, warranties or guarantees, whether express or implied, that the content on our Sites is accurate, complete or up to date.

## **12. WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

Where our Sites contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

## **13. USER-GENERATED CONTENT IS NOT APPROVED BY US**

Our Sites may include information and materials uploaded by other users of such Site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

## **14. HOW TO COMPLAIN ABOUT CONTENT UPLOADED BY OTHER USERS**

If you wish to complain about content uploaded by other users, please contact us on [info@u-live.com](mailto:info@u-live.com).

## **15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**Whether you are a consumer or a business user:**

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Terms and Conditions of Entry available on each of the Sites other than u-live.com.

**If you are a business user:**

- We exclude all implied conditions, warranties, representations or other terms that may apply to our Site or any content on them.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability to use, our Sites; or
  - use of or reliance on any content displayed on our Sites.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

**If you are a consumer user:**

- Please note that we only provide our Site for domestic and private use. You agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, 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 repair the damage or pay you compensation. 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 requirements advised by us.

## 16. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Policy (<https://kitefestival.co.uk/wp-content/uploads/2020/01/Vivendi-Live-Privacy-Policy-Jan-2020.pdf>)

## 17. PROHIBITED USES

You may use our Sites only for lawful purposes. You may not use our Sites:

- in any way that breaches any applicable local, national or international law or regulation.
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- for the purpose of harming or attempting to harm minors in any way.
- to bully, insult, intimidate or humiliate any person.
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our *Contents Standards* (Section 22).
- to transmit, or secure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our site in contravention of these terms of website use.
- not to access without authority, interfere with, damage or disrupt:
  - any part of our Sites;
  - any equipment or network on which our Site are stored;
  - any software used in the provision of our Sites; or
  - any equipment or network or software owned or used by any third party.

## 18. INTERACTIVE SERVICES

We may from time to time provide interactive services on our site, including, without limitation chat rooms and bulletin boards (**interactive services**.)

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it

is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive services provided on our Sites, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our Sites, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## **19. UPLOADING CONTENT TO OUR SITE**

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the *Contents Standards* (Section 22).

You warrant that any such contribution complies with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our Site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our Sites if, in our opinion, your post does not comply with the *Content Standards* (Section 22).

You are solely responsible for securing and backing up your content.

We do not store terrorist content.

## **20. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

We do not guarantee that our Sites will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Sites. You should use your own virus protection software.

You must not misuse our Sites by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site are stored or any server, computer or database connected to our Site. You must not attack our Sites via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant legal authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## 21. RULES ABOUT LINKING TO OUR SITE

You may link to our home pages, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Site in any website that is not owned by you.

Our Sites must not be framed on any other site, nor may you create a link to any part of our Site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the *Content Standards* (Section 22).

If you wish to link to or make any use of content on our site other than that set out above, please contact [info@u-live.com](mailto:info@u-live.com).

## 22. CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our Site (**Contribution**), and to any interactive services associated with it.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

The relevant operator of the Site as set out in Who We Are and How to Contact Us (Section 2) will determine, in its discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.

- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from any Vivendi Live Group Company, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

### **23. BREACH OF THIS POLICY**

When we consider that a breach of these terms and conditions has occurred, we may take such action as we deem appropriate.

A material breach of the terms of use may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Site.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our Site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

### **24. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

### **25. OUR TRADE MARKS ARE REGISTERED**

"The Long Road" is a European registered trade mark of Vivendi Live Limited,



"Nocturne" is a UK registered trade mark of Vivendi Live Limited,  
"Kite" and the "Kite" logo are UK registered trade marks of Vivendi Live Limited which will be assigned to the Kite Festival operating company once incorporated,  
"Le Crxssing" is a UK registered trade mark of Vivendi Live Limited,  
"Love Supreme" and the "Love Supreme Jazz Festival" logos are EU registered trade marks and "Love Supreme" is also a UK registered trade mark of Love Supreme Festival Limited,  
"Sundown" is a UK registered trade mark of Sundown Festival Limited.

You are not permitted to use them without approval from the relevant Vivendi Live Group company which owns them, unless they are part of material you are using as permitted under *How you may use material on our site* (Section 10).

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