

## **TERMS AND CONDITIONS**

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOUR USE OF THIS SITE WILL INDICATE YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW AND YOUR CONTINUED USE WILL INDICATE YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS IN EXISTENCE AT THE TIME OF YOUR USE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS, PROMPTLY EXIT THIS WEBSITE.

### **User Agreement dated 17 April 2018**

These General Terms of Service (the 'General Terms') are a legal joint supply agreement between you ('you' or 'your'), and Ęlabba. These General Terms govern your use of Ęlabba's services, including mobile applications, websites, software, hardware and other products and services (collectively, the 'Services'), whether such Services are offered by Ęlabba or Esther DCS, or a subsidiary or an affiliate of either such company (each, a 'Ęlabba Company'). Effective upon the earlier of your clicking "Accept" or your use of any of the Services, you accept and agree to these General Terms and any policies referenced within ('Policies'), including terms that limit Ęlabba's liability and require arbitration for any potential legal dispute. You also agree to any additional terms specific to Services you use (the 'Additional Terms'). If you are using the Services on behalf of a business, you agree that you are accepting these General Terms and have authority to enter into these General Terms, on behalf of that business. Those Additional Terms become part of your agreement with us, including those listed below. You should read all of the terms carefully.

### **I. DEFINITIONS**

elabba.co.uk, elabbaevents.com, elabbabar.com, elabbaplay.com and estherdcs.com will from here on be referred to as "Ęlabba". All pages within these websites and any material made available for download will from here on be referred to as the "Website." The term "Visitor" will from here on refer to anyone accessing the Websites. "You" and "Your" will from here on refer to any Visitor of Ęlabba website. The term "Photographer" refers to those who enter into an agreement with Ęlabba to provide photography in exchange for payment via Ęlabba. The term "user" refers to any Visitor of Ęlabba downloading photographs, videos or products via Ęlabba.

### **II. INTRODUCTION AND AGREEMENT TO TERMS**

Ęlabba is a play leisure and events organisation whose aim is to bring you the dream experience that you are looking for regardless of if you are an individual or a corporate. It displays events photographs and videos to showcase all kinds of services, where visitors may browse and downloads photographs. The website is a eCommerce-enabled showcase of digital images created by photographers working on behalf of Ęlabba and associated brands and presented for viewing and downloads by visitors. By using these websites, visitors agree to abide by all the General Terms and Conditions as set forth in ALL the sections.

### III. GENERAL TERMS AND CONDITIONS

Ēlabba reserves the right to modify or add additional conditions to the General Terms and Conditions at any time. Please check for updates to the User Agreement. Our User Agreement will indicate the date on which we published it and it came into force. For 30 days after introducing a revised version of the User Agreement we will indicate on our home page and on the account dashboard at login that a revised User Agreement has taken effect and applies to your use of the website. Your continued use of the website shall constitute your acceptance of the User Agreement in effect at the time of your continued use.

By accessing this the gallery you hereby assign and grant Ēlabba and its legal representatives the irrevocable and unrestricted right to use and publish photographs at the premises of the client or in which the client may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The client hereby releases Ēlabba and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that Ēlabba may display and use the photographs or video taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by Ēlabba.

Except for Photographer content described above, Visitors grant to Ēlabba a royalty-free, perpetual license to use all rights, including copyright, in content that they upload to the Websites, such as comments about this Website or about content uploaded by Photographers, or comments submitted as guest entries. Ēlabba reserves the right to amend, redact and/or delete comments for any reason.

All other content on these Websites, including but not limited to text, graphics, logos, icons, images, audio clips, video clips, digital downloads, data compilations, and software, as well as any compilation consisting of the selection, organisation, or arrangement of content on this Website, is the property of Ēlabba or its licensors or suppliers.

All pages within these Websites and any material made available for download are the property of Ēlabba, and while displayed on the website all images will be protected by digital encryption and digital watermarks. The Website is protected by government and international copyright and trademark laws. No portion of the materials on this Website owned by Ēlabba may be reprinted, republished, modified, or distributed in any form without the express written permission of Ēlabba. You agree that you shall respect our intellectual property rights and the intellectual property rights of others. You also agree that you shall keep intact any proprietary notices, including copyright notices, contained on any downloaded materials and shall comply with any applicable end user license agreements.

Any rights not expressly granted by these terms and conditions or any applicable end user license agreements are reserved by Ēlabba.

### IV. ADITIONAL TERMS

## Content Disclaimer, Complaints, and Notifications of Claimed Copyright Infringement

Ëlabba cannot ensure that all persons depicted in the photographs and trademark owners have consented to the display of their image or trademark on this Website. If your photograph or trademark appears on this Website without Your consent and you wish to have it removed, please contact Ëlabba and provide the URL to the photograph in question. Please state the reason why you would like it removed and Ëlabba will make a reasonable effort to resolve the issue with the Photographer.

### Online gallery

By entering the online gallery, you agree to join our mailing list, if you wish to unsubscribe, please send an email to [info@elabbaevents.com](mailto:info@elabbaevents.com), or unsubscribe by clicking the link at the bottom of the email. Please send this information to Ëlabba – [info@elabbaevents.com](mailto:info@elabbaevents.com). Ëlabba has a policy of terminating the account of any person who has been determined to be a repeat copyright infringer.

### Trademark Notice

Ëlabba, elabba.co.uk, elabbaevents.com, elabbabar.com, elabbaplay.com and estherdcs.com are logos, trademarks, and service marks of Ëlabba. All other trademarks, service marks and logos used in this Site are the trademarks, service marks or logos of their respective owners.

### Ëlabba Events Terms

ID must be provided.

Customers must bring the credit or debit card they have used to buy the event tickets.

Attendees must be 18 years or over.

Tickets are non refundable under any circumstances.

Tickets bought on the event venue site will cost 30% more than the standard tickets.

During Ëlabba Events photographs will be taken and the event will be filmed. This will be used for display, advertising, promotion, marketing purposes, website and internet promotion. By attending the event you grant Ëlabba the rights to use the photographs and videos for that purpose without any type of compensation or remuneration.

Ëlabba Gift Campaign are subject to a specific gift promotion at the time of the promotion or prize is announced.