

MONOPOLY PERSONALISATION TOUR – TERMS OF USE

1. The Promoter

- 1.1 Hasbro UK Limited, Company Number 01981543 of 4, The Square, Stockley Park, Uxbridge, Middlesex, UB11 1ET (“Hasbro”, “we”, “our” or “us”) is running a MONOPOLY PERSONALISATION TOUR from 15th November 2021 to 12th December 2021 in conjunction with Selfridges & Co in their Flagship London Store, 400 Oxford Street, London, W1A 1AB (“**Selfridges**”).
- 1.2 Your access to and use of the Site, including creating an account, booking on to the MONOPOLY PERSONALISATION TOUR, enrolling with and using the services, accessing content, and using other features that are a part of the Site, are subject to these terms of use (these “**Terms**”). To learn more about Hasbro’s privacy practices in relation to your use of the Site, please see the Hasbro Privacy Policy [Privacy Policy – MONOPOLY Tour](#).

2. How does the MONOPOLY PERSONALISATION TOUR work?

- 2.1 Once you have purchased the MONOPOLY Classic Game, you can opt to personalise the game by taking your purchase to Monopoly By You station on the 4th floor in Selfridges the (“**Location**”). If you choose to take part in personalising your MONOPOLY Classic Game, Scan the QR Code to enter <https://monopolybyyou.virtual-tech.io/monopoly> which is available on site at the Monopoly By You station at Selfridges where our agent Noonah Marketing Limited, Company Number 7619471 of Underwood Cottage Bar Road, Baslow, Bakewell, Derbyshire, United Kingdom, DE45 1SF will commence the personalisation of your MONOPOLY Game.
- 2.2 No on-line purchases will be eligible for personalisation. **Selfridges’** terms and conditions of sale shall apply to any purchase, see instore for details.
- 2.3 Insert your family name, first and last name and email address and select six pre-selected tokens. Your MONOPOLY Classic Game should then be personalised in 10 to 15 minutes, subject to demand and busy periods.
- 2.4 Once your MONOPOLY Game has been personalised by our agent Noonah Marketing Limited (the Product”), you may not return the Product, unless it is defective and then please contact Selfridges as their terms and conditions of sale shall apply to any purchase, see instore for details.

3. OWNERSHIP OF THE SITE AND ITS CONTENT

- 3.1 The Site may contain links to third party websites or applications, and your use of such sites or applications will be governed by the terms of use and privacy policies of their owners and operators (the “Linked Sites”). Linked Sites are not under our control and we are not responsible for the availability or contents thereof. These links are provided only as a convenience, and inclusion of a link does not imply endorsement of or affiliation with the Linked Site by us. We are not responsible or liable for any damage or loss caused by or in connection with use of or reliance on any content, goods or services available on or through any Linked Site.
- 3.2 You acknowledge and agree that the Site and all patents, trade marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights, know-how, processes, names of intermediaries and other customers, suppliers and third parties, and other proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, database rights (including rights of extraction) content, materials, trade dress, logos, illustrations, product layout and design, icons, images, artwork, graphics, photography, text, data, audio (including sound effects), software, and infrastructure, as well as the selection, assembly and arrangement thereof and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection (collectively, the “**Hasbro IP**”) are the property of Hasbro or our licensors or licensees and are protected by copyright, trademark and/or other proprietary rights and laws. You agree not to infringe or challenge our and/or our licensors’ or licensees’ intellectual property rights in the Site nor to do or permit anything to be done which may be detrimental to the Site or which may be inconsistent with or damage our reputation and/or the reputation of our licensors or licensees. You will not sell, license, rent, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, modify or create derivative works from any content or materials of the Site, including without limitation Hasbro IP, HASBRO, MONOPOLY and the respective logos are trade marks of Hasbro, Inc. All other trademarks are the property of Hasbro or their respective owners. All of the Site's content is copyrighted by Hasbro, Inc. All rights reserved.
- 3.3 Except as expressly set forth in these Terms, no licence is granted to you and no rights are conveyed by virtue of accessing or using the Site. All rights not granted under these Terms are reserved by Hasbro.

4. LINKED SITES

- 4.1 The Site may contain links to third party websites or applications, and your use of such sites or applications will be governed by the terms of use and privacy policies of their

owners and operators (the “Linked Sites”). Linked Sites are not under our control and we are not responsible for the availability or contents thereof. These links are provided only as a convenience, and inclusion of a link does not imply endorsement of or affiliation with the Linked Site by us. We are not responsible or liable for any damage or loss caused by or in connection with use of or reliance on any content, goods or services available on or through any Linked Site.

5. YOUR USE OF THE SITE

5.1 Subject to and in consideration of your strict compliance with these Terms and any other terms or instructions that may be provided to you from time to time in connection with the Site (including any payment, if applicable), we hereby grant you a personal, limited, revocable, non-transferable, non-assignable, non-sublicensable, non-exclusive licence to access and use the Site and the Services solely to the extent permitted under these Terms. The foregoing limited licence:

- (a) does not give you any ownership of, or any other intellectual property interest in, the Site or the services,
- (b) may be immediately suspended for any reason, in Hasbro’s sole discretion, and without advance notice or liability, if, including but not limited to:
 - (i) in our opinion, there are any security reasons or concerns;
 - (ii) we think or suspect, in our discretion, that the Site and/or Services has been used fraudulently or in an unauthorised way or in breach of these Terms;
 - (iii) there are obligations we have to meet under any laws and regulations;
 - (iv) there are operational reasons; or
 - (v) whenever we otherwise deem it necessary in our absolute discretion;
 - (vi) may be immediately terminated for any reason, in Hasbro’s sole discretion, and without advance notice or liability, and/or we may delete your account with immediate effect and with or without notice, if, including but not limited to:
 - (vii) in our opinion you have breached these Terms;
 - (viii) your actions have created or resulted in harm, risk, or possible legal exposure for us, or other users of the Site and/or Services; or
 - (ix) whenever we otherwise deem it necessary in our absolute discretion.
 - (x) We are not responsible for any consequences of the revocation of such licence, such as a resulting inability to use the Services. However, we will notify you of any termination (if permissible) and refund any sums paid by you for Services not provided to you. You acknowledge and

agree that your unauthorised use of the Site or the Services may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability.

5.2 You acknowledge and agree that:

- (a) the Site has not been developed to meet your individual requirements;
- (b) to the extent permitted by applicable laws and regulations, any software or other functionality provided by us or any third party providers as part of the Site will be provided “as is”;
- (c) any systems or devices you use to access the Site and the Services (if applicable) are beyond our control, and we shall not be responsible for the operation or security of any such devices or systems;
- (d) information and telecommunications systems are not error-free; and
- (e) the provision of any internet-based service may be subject to disruption.

5.3 The Site is provided by us and is intended to be used in a safe and enjoyable fashion. Users of the Site must not (or attempt to or assist others to) do any of the following:

- (a) interfere with the proper working of the Site, including attempting to circumvent the security systems of the Site or otherwise disrupt the operation of the Site;
- (b) gain access to the Site in a fraudulent manner;
- (c) gain access to any other user’s account without permission;
- (d) circumvent geographic restrictions of the Site or attempt to access any feature or area of our Site that you are not authorised to access;
- (e) ascertain or attempt to ascertain any other user's personal information by any means whatsoever, including without limitation by use of the Site, any other website, or by e-mail communication, for any purpose whatsoever, including but not limited to marketing other products or services to such other user;
- (f) sell, license, sublicense, rent, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, retransmit, disseminate, transfer, lease, broadcast, timeshare, loan, disclose, modify or create derivative works from, or in any way exploit the Site, and/or any of the content or materials on the Site, in whole or in part, including without limitation Hasbro IP and third party intellectual property made available or presented through the Site;
- (g) upload or submit any data, information, files, or other content that contains viruses or any other computer code, corrupt files or programs that are designed to or may interrupt, damage, destroy or limit the functionality of the Site or

disrupt any software, hardware, telecommunications, networks, servers, or other equipment;

- (h) permit any third party to access or use the Site (except as otherwise permitted);
- (i) use robot technology on the Site for any purpose, including crawling, scraping, or spidering any parts of the Site;
- (j) upload or submit any data, information, files, or other content that infringes any intellectual or other proprietary rights of any person, or is in breach of any contractual duty or any obligation of confidence, or does not comply with applicable laws or regulation, or poses or creates a privacy or security risk to any person or party, violates the legal rights of others, or is otherwise prohibited;
- (k) engage in unfair, predatory or deceptive practices or in any fraudulent activity on the Site or further any fraudulent purpose on the Site;
- (l) upload or submit any content that is harmful, threatening, abusive, harassing, offensive, discriminatory, threatening, obscene, inflammatory, defamatory, or, in our sole discretion, is objectionable or restricts or inhibits any other person from using or enjoying the Site, or which may expose us or others to any harm or liability of any type;
- (m) use the Site in any way that is not compliant with, or breaches, any applicable laws or regulations;
- (n) violate these Terms, any policies posted on the Site, or any applicable laws or regulations or otherwise engage in any activity that promotes or encourages illegal activity.

5.4 We expressly reserve the right, which shall be exercised in our sole and absolute discretion, to remove any content from the Site which contravenes any of the provisions of these Terms, without notice or liability to any person who uploaded or submitted such content.

6. DISCLAIMERS

6.1 THE SITE AND ALL CONTENT THEREOF (INCLUDING LINKED SITES BUT EXCLUDING ANY INFORMATION ABOUT THE PRODUCTS AND SERVICES) ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. HASBRO AND OUR AFFILIATES AND SUBSIDIARIES, AND OUR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SERVICE PROVIDERS, AND CONSULTANTS (TOGETHER WITH HASBRO, THE "HASBRO PARTIES") DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE CONTENT OR OTHER MATERIALS IN THE SITE

(SAVE FOR ANY INFORMATION ABOUT THE PRODUCTS AND SERVICES) IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

6.2 TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE HASBRO PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THE SITE (SAVE FOR ANY INFORMATION ABOUT THE PRODUCTS AND SERVICES). WE DO NOT WARRANT THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION CONTAINED ON THE SITE (SAVE FOR ANY INFORMATION ABOUT THE PRODUCTS AND SERVICES). WE DO NOT WARRANT THAT THE SITE AND ITS CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, ITS CONTENT OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

6.3 **LIMITATION OF LIABILITY**

6.4 Subject to the provisions in this section 7.2 (Limitation of Liability), the combined aggregate liability of the Hasbro Parties to you for any losses, damages, liabilities, costs, expenses or charges, whether arising in contract, tort (including, without limitation, negligence) or otherwise in connection with the Site, the services as well these Terms shall be limited to the amount you paid to Hasbro for any services purchased on the Site.

6.5 Subject to the provisions in this section 7.2 (Limitation of Liability), we will not be liable to you for:

6.6 any losses that you suffer, except those losses which are a foreseeable consequence of the breach; or

6.7 any loss of profits, loss of anticipated savings, loss of business or business opportunities or loss of goodwill arising from or in connection with:

- (a) your use or the Site;
- (b) your inability to use the Site;
- (c) any failure, interruption, unavailability, delay, defect, error or omission in the Site; and/or
- (d) any other matters arising otherwise in connection with the Site,
- (e) regardless of whether we had been advised of were aware of the possibility of such losses or damages being incurred.

- 6.8 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes:
- (a) liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
 - (b) for fraud or fraudulent misrepresentation;
 - (c) for breach of your legal rights in relation to the Products and/or Services, including breach of any terms, legal quality standards or legal rules under, or implied by, the Consumer Rights Act 2015; and
 - (d) for defective products under the Consumer Protection Act 1987.
- 6.9 We are not responsible if we do not comply with any of these Terms:
- (a) due to abnormal or unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite our efforts to the contrary; or
 - (b) where our failure to comply is due to our obligations under any laws or regulations.

7. Governing Law; Venue

These Terms and any dispute or claim arising from these Terms (including any relevant non-contractual disputes or claims) will be governed by and construed and enforced in accordance with the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including any relevant non-contractual disputes or claims) arising from or in connection with these Terms, or their subject matter or formation.

8. Modifying and terminating our Site

We may suspend or stop providing or restrict availability of all or portions of our Site at any time for business and operational reasons (including but not limited to maintenance or upgrades). We will notify you reasonably in advance of any suspension or withdrawal. We will not notify you if this would compromise our reasonable security measures or it would be unlawful for us to notify you. You also have the right to stop using our Site at any time.

9. Errors and Inaccuracies

Our goal is to provide complete, accurate, and up-to-date information on the Site. Unfortunately, it is not possible to ensure that any website is completely free of errors. This Site may contain typographical mistakes, inaccuracies, or omissions, some of which may relate to pricing and availability, and some information may not be complete or

current. If we identify any errors, inaccuracies or omissions affecting your order after you place your order, we will contact you for your instructions before we accept your order. We reserve the right to correct any minor technical errors, inaccuracies, or omissions which do not affect your order. We sincerely apologise for any inconvenience this may cause.

10. Severability

10.1 If the court finds that any provision or part of a provision of these Terms is illegal, the remaining provisions will remain in full force and effect.

11. Other important terms

11.1 The section titles in these Terms are for convenience only and have no legal or contractual effect.

11.2 The contract to which these Terms apply is between you and us. No other person will have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to its terms.

11.3 You agree that communications and transactions between us may be conducted electronically.

11.4 We may transfer our rights and obligations under these Terms and/or the contract between us in relation to a Product or the Services 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.

11.5 If your right to use the Site has been terminated or you have deleted your account on the Site:

11.6 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these Terms and/or the contract between us in relation to a Product or the Services to another person if we agree to this in writing.

11.7 The Products are not intended for resale.

[End]