



Terms of Use – VRTL Platform

The following terms and conditions (VRTL Platform T&Cs) apply to your use of the VRTL Platform (as defined below). Before accessing the VRTL Platform, these VRTL Platform T&Cs are to be read in conjunction with the Cityzens Membership T&Cs (as applicable) and VRTL Terms of Service (<https://www.vrtl.live/terms-of-service>) and any other relevant terms and conditions referred to herein (together, the “**Associated T&Cs**”).

BY ACCESSING THE VRTL PLATFORM USING A LINK PROVIDED BY MAN CITY, YOU CONFIRM THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

1. Definitions and Interpretation

In these VRTL Platform T&Cs, the following words and phrases shall have the following meanings (unless stated otherwise):

“ Speaker ”	the person(s) contracted by Man City who will speak to, meet and greet fans during events hosted on the VRTL Platform, including without limitation football players, football managers and Man City ‘legends’;
“ VRTL ”	Virtual Tables, Inc.
“ VRTL Platform ”	the platform operated by VRTL and used by Man City to host virtual meet and greet events.

2. Personal and Non-Commercial Use

Your use of the VRTL Platform is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from your use of the VRTL Platform.

3. Content

All content included in or made available through the VRTL Platform, such as text, graphics, logos, icons, images, sounds, music, digital downloads, data compilation, software, and documents is the exclusive property of Man City or VRTL, or each of their licensors. All rights not expressly granted to you in these VRTL Platform T&Cs are reserved and retained by Man City or VRTL or each of their licensors (as applicable).

4. Account, Password and Security

- 4.1. If the VRTL Platform requires you to open an account, you must complete the registration process by providing VRTL with current, complete and accurate information as prompted by the applicable registration form. You also will choose a password and a user name.
- 4.2. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Man City immediately of any unauthorised use of your account or any other breach of security.
- 4.3. You may be granted a code or link by VRTL or Man City to allow you to access the VRTL Platform for an event (an “**Access Code**”). You may not share your Access Code with any other person. You are entirely responsible for maintaining the confidentiality of your Access Code, and agree to notify Man City immediately of any unauthorised use of your Access Code.

5. Use of the VRTL Platform



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5.1. You warrant and represent that, in using the VRTL Platform, you will not:

- 5.1.1. use the VRTL Platform in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- 5.1.2. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- 5.1.3. publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information, including without limitation in the selection of your user name;
- 5.1.4. upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;
- 5.1.5. use any material or information, including images or photographs, which are made available through the VRTL Platform in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- 5.1.6. upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- 5.1.7. advertise or offer to sell or buy any goods or services for any business purpose;
- 5.1.8. download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- 5.1.9. restrict or inhibit any other user from using and enjoying VRTL Platform;
- 5.1.10. violate any terms and conditions (including the Associated T&Cs), code of conduct or other guidelines which may be applicable to the VRTL Platform;
- 5.1.11. harvest or otherwise collect information about others, including e-mail addresses;
- 5.1.12. violate any applicable laws or regulations;
- 5.1.13. record, take screenshots of, or otherwise save or share the content of any event or the VRTL Platform;
- 5.1.14. create a false identity for the purpose of misleading others; or
- 5.1.15. use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

5.2. To access the VRTL Platform, you must be over the age of 18 or accompanied by a parent or guardian. Man City reserves the right to require you to provide reasonable proof of your age before accessing the VRTL Platform.

5.3. Without prejudice to the foregoing, you will not in your use of the VRTL Platform do anything to bring the name or reputation of Man City or any Speaker into disrepute or prejudice the interests of the business of Man City.



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5.4. By accessing the VRTL Platform, you provide hereby provide consent for Man City to record footage of you and use such footage for any purpose whatsoever, including without limitation the sharing of such footage on Man City social media channels.

6. Suspension/Termination of Access

6.1. Man City may suspend (or procure the suspension of) your access to the VRTL Platform at any time at its sole discretion for any of the reasons set out in condition 6.2. If Man City does choose to suspend your access it will inform you within a reasonable time, however Man City is under no obligation to inform you of the reasons for the suspension or when the suspension may end.

6.2. Man City can terminate and/or suspend (or procure the termination and/or suspension) of your access to the VRTL Platform immediately if:

- a. you breach these VRTL Platform T&Cs or any Associated T&Cs;
- b. you act or are reasonably suspected of acting in any manner which is inconsistent with or violates these VRTL Platform T&Cs or any Associated T&Cs;
- c. Man City reasonably believes that you are not over the age of 18 or accompanied by a parent or guardian;
- d. you act, in Man City's opinion, in a manner inconsistent with the applicable laws, statutes or ordinances or if there are reasonable grounds for suspecting fraud, theft, or dishonesty;
- e. Man City reasonably believes an unauthorised person is attempting to access the VRTL Platform using your account, password or Access Code; and/or
- f. Man City reasonably believes it is necessary to do so for operational reasons.

6.3. In the event that your access to the VRTL Platform is cancelled or suspended in accordance with this condition 6, Man City reserves the right to exclude you from any future event on or access to the VRTL Platform.

7. Exclusion of Liability

7.1. Man City will not be liable to you 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 Man City and you knew it might happen.

7.2. Man City 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:

- a. any failure or delay by Man City in carrying out any of its obligations under these VRTL Platform T&Cs, or any Associated T&Cs, which is caused by circumstances outside of Man City's reasonable control;
- b. any information provided to Man City by a third party; or
- c. any failure by you to access the VRTL Platform for any reason whatsoever, including without limitation: (i) as a result of any technical errors or failures; (ii) where your access to the VRTL Platform has been suspended or terminated by Man City in accordance with these VRTL Platform T&Cs; or (iii) where an event does not proceed and Man City elects at its sole discretion not to re-arrange the event.

7.3. Man City shall have no liability whatsoever for any indirect or consequential loss or damage or loss of enjoyment.



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- 7.4. To the extent permitted by law, Man City excludes all conditions, warranties, representations, or other terms which may apply to the VRTL Platform, whether express or implied.
- 7.5. Man City assumes no responsibility for the services provided by any third party (including but not limited to VRTL) in connection with the VRTL Platform.
- 7.6. For the avoidance of doubt, nothing in these VRTL Platform T&Cs shall exclude or limit Man City's liability for death or personal injury caused by Man City's employees' negligence during the course of their employment; or any other conduct for which liability may not be excluded or limited as a matter of English law.

8. Data Protection

You acknowledge and agree that the personal data provided by you to Man City in the use of the VRTL Platform shall be collected, stored and used by the Club in accordance with the Data Protection Act 2018 (implementing the General Data Protection Regulation (EU) 2016/679)) and Man City's Privacy Policy (available on the Website at www.mancity.com/common/privacy). Please also refer to the relevant data protection terms of the Associated T&Cs where applicable, as these give additional information relating to the processing of personal data in certain circumstances (including for example, where attending a Match).

9. Entire Agreement

These VRTL Platform T&Cs together with the documents referred to herein, comprise the entire agreement between Man City and you in relation to the use of the VRTL Platform.

10. Severability

In the event that any condition(s) of these VRTL Platform T&Cs is/are declared void, ineffective or unenforceable by any competent court, the remainder of the VRTL Platform T&Cs shall remain in effect as if such void, ineffective or unenforceable condition(s) had not been included.

11. Waiver

Even if Man City delays in enforcing this contract against you, Man City will be entitled to enforce it at a later stage. If Man City does not insist immediately that you do anything you are required to do under these terms and conditions, or if Man City delays in taking steps against you in respect of you breaking this contract, that will not mean that you do not have to do those things or that Man City is prevented from taking steps against you at a later date.

12. Third Parties

This contract is between you and us. No other person shall 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 these terms.

13. Governing Law

These VRTL Platform T&Cs shall be governed by and interpreted in accordance with English law and are subject to the exclusive jurisdiction of the English courts.