

# Terms and Conditions of Use: John Lewis Partnership Virtual Experiences Classes

These terms and conditions set out the basis on which the John Lewis Partnership will provide services to you and anyone you book a John Lewis Partnership Virtual Experiences class or session for. For the purposes of these terms and conditions, the John Lewis Partnership includes John Lewis Plc and Waitrose Limited ("John Lewis", "us", "we", "our"). These terms and conditions apply to your use of the John Lewis Partnership Virtual Experiences Services. The John Lewis Partnership Virtual Experiences Services means all services provided by John Lewis to you for the purposes of booking, accessing and attending classes remotely via digital conferencing facilities. This includes online booking services and the provision of online classes and seminars on a variety of subjects.

By booking a virtual class or otherwise using the John Lewis Partnership Virtual Experiences Services, you confirm that you accept these terms of use and that you agree to comply with them. You also confirm this for anyone you make a booking for. If you do not agree to these terms, please do not use the John Lewis Partnership Virtual Experiences Services.

We may amend these terms from time to time. Every time you wish to use the John Lewis Partnership Virtual Experiences Services, please check these terms to ensure you understand the terms that apply at that time. Your continued use of the services following such change shall be deemed to be your acceptance of such change.

## **Classes**

John Lewis has taken every care in the preparation of John Lewis Partnership Virtual Experiences Services and will provide the classes with reasonable care and skill. However, to the extent permitted by applicable law, John Lewis does not represent or warrant the accuracy or reliability of any of the information or content about any goods or services, software or advertisements which are provided or distributed through, or linked, downloaded or otherwise accessed by way of the John Lewis Partnership Virtual Experiences Services. You are responsible for ensuring that details you submit via any booking process are correct and up to date.

If we cancel a John Lewis Partnership Virtual Experiences class for any reason, we will seek to organise an alternative date within a reasonable period, although such rearrangement is not guaranteed. No warranty is given that the John Lewis Partnership Virtual Experiences classes or associated services shall be available on an uninterrupted basis.

You must be at least 16 years old to book a John Lewis Partnership Virtual Experiences class, or 18 years old to book and participate in a John Lewis Partnership Virtual Experiences class which has alcohol as a subject matter. Children may attend classes which are unrelated to alcohol on the additional terms relating to children attendees below. By submitting a booking form you warrant that at the time of the class you will be at least 16 years old or over, or, in the case of classes relating to alcohol, 18 years old or over.

## **Booking, Payments & Refunds**

We may charge a fee for the booking of certain Virtual Britain classes. If a fee is applicable for the booking of any class, this will be communicated to you at the time of booking, in advance of any payment. In all cases where a fee is charged, the fee will be subsequently donated to a charity of our choosing. The relevant charity to which fees will be donated from a given class will be detailed in the booking process. Any personal data collected through the booking process will be processed in line with our Privacy Policy and the terms and conditions detailed below under "Privacy & Security".

If we have to cancel a class for which a fee has been charged, you will be refunded the fee paid. If you cancel your booking with prior notice of more than 3 working days from the class date, you will be refunded the fee paid. If you cancel with prior notice of 3 working days or less, the class will be charged to you at the full fee.

## **Conduct**

We will not tolerate any behaviour or conduct which, in our reasonable opinion, poses a danger or causes or is likely to cause nuisance, annoyance, offence or distress to any participant of a John Lewis Partnership Virtual Experiences event, and we may terminate a class immediately if any participant displays conduct of this kind. We reserve the right to blacklist you from our services and/or take any appropriate legal action, in the event that a legitimate complaint is made about your conduct during a John Lewis Partnership Virtual Experiences event.

## **Privacy & Security**

When you sign up for any virtual classes or otherwise use the John Lewis Partnership Virtual Experiences service, we will process any personal data you may submit to us in accordance with our Privacy Policy, which can be found here <https://www.johnlewis.com/customer-services/shopping-with-us/privacy-notice>. When you use the John Lewis Partnership Virtual Experiences service, John Lewis Plc is the data controller of your personal data.

The personal data we collect about you may include your name, date of birth or age, email, address, telephone number, debit/credit card details, image/video and audio recordings (when you attend or participate in a virtual class), and marketing preferences.

We will process your personal data in order for us to fulfil our contractual obligations to you (e.g. to provide you with the service you have asked for, such as virtual classes), for compliance with our legal and regulatory obligations, where you have consented to us processing your personal data (e.g. to receive marketing and updates from us) and where such processing is necessary for the fulfilment of our legitimate interests. Our legitimate interests include, being able to effectively communicate with you about the services you have asked us to provide, keep effective records, sell part or all of our business to a future purchaser, to effectively manage and administer our business, to ensure the safety and security of the John Lewis Partnership Virtual Experiences Service and those that use it, and sending you marketing and updates.

We will collect your personal data when you visit our website, sign up for virtual classes or otherwise avail of any John Lewis Partnership Virtual Experiences services, subscribe for marketing and updates from us, comment on any of our products and services, and contact us with any queries or complaints. Please see our Privacy Policy for further details on when we collect your personal data. If you choose to sign another individual up for a John Lewis Partnership Virtual Experience class, you acknowledge and agree that you will only do so if you have consent to do so from that person. You further agree to inform the relevant person that their personal data will be processed by John Lewis in accordance with our Privacy Policy and these terms and conditions.

The personal data you submit in the course of booking a John Lewis Partnership Virtual Experiences class or when otherwise using the services may be shared with trusted third parties where this is necessary to provide the services. These third parties may include IT companies that support our website and business systems, partners that help us manage your booking and partners that provide the online platforms which allow you to access virtual classes. We may also share your personal data with other companies in the John Lewis group where this is necessary to provide you with your requested services, or where we have a legal or legitimate business need to do so. Further details of who we share your personal data with are available on our Privacy Policy.

In certain circumstances, it may be necessary for us to transfer your personal data to countries outside the European Economic Area (EEA), such as the USA. This will usually be the case where our trusted third party partners and suppliers are based in non-EEA countries. Where we transfer any personal data to a country outside the EEA, we will always do so in compliance with applicable laws (including data protection laws). This will normally involve transferring your personal data to a non-EEA country:

- (i) on the basis that the recipient country offers an adequate level of protection for your personal data;
- (ii) under EU Commission approved Standard Contractual Clauses; or
- (iii) under an approved data sharing scheme, such as the EU-US Privacy Shield framework.

If you would like further information on the transfer of your personal data to non-EEA countries, or if you would like to see a copy of the safeguards put in place to protect your data, please contact us at the details provided in our Privacy Policy.

You have a number of rights in relation to your personal data. This includes the right to ask us to access, correct, erase, object to the processing of or restrict the processing of your personal data. Additionally, you also have the right to ask us to transfer your personal data to a third party where possible, and the right to withdraw your consent to our processing of your personal data (where we obtained your consent to process your data). For further information on the rights that you have, and how you can exercise them, please see our Privacy Policy. Please be aware that if you choose to exercise certain rights (such as the right to erasure or objection), it may no longer be possible for us to provide you with the services or information that you have asked for.

We will not retain your personal data for longer than necessary to provide you with the services that you have requested, or if longer, the period of time required by applicable laws and regulations.

Virtual classes include a feature that allows video, audio and any documents and other materials exchanged or viewed during a session to be recorded, and we may use this to record virtual classes for safety and security purposes. The recordings will capture any images, video and audio transmitted during a class by any participant. If we make a recording of a virtual class, we will store the recording for a maximum of seven days from the date of the class. By joining a session, you consent [agree](#) to such recordings.

For further information on how we process your personal data, including who you can contact if you have any queries or complaints, or if you would like to exercise any of your data rights, please see our Privacy Policy.

## **IT Security**

If you choose, or you are provided with, any user identification code, password or any other piece of information by us, or by a third party provider, as part of the John Lewis Partnership Virtual Experiences services, you must treat such information as confidential.

We do not guarantee that our site, or the provision of the John Lewis Partnership Virtual Experiences services, will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. We recommend that you use your own virus protection software.

## **Intellectual Property**

We are the owner or the licensee of the intellectual property rights in our websites and John Lewis Partnership Virtual Experiences classes, as well as any John Lewis Partnership Virtual Experiences materials. Those works are protected by copyright law, and all such rights are reserved. You must not use any part of the John Lewis Partnership Virtual Experiences content or materials for commercial purposes without obtaining a licence to do so from us or our licensors.

## **Miscellaneous**

These terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The courts of England will have exclusive jurisdiction for any dispute arising under or in relation to them. If any provision of these terms and conditions is found to be unlawful, void, or for any reason unenforceable by a court, then that provision shall be deemed severed from the rest of these terms and conditions and shall not affect the validity and enforceability of the remaining provisions. No delay or failure by us to exercise any powers, rights or remedies under these terms and conditions will operate as a waiver of them, nor will any single or partial exercise of these powers, rights or remedies preclude any other or further exercise of them.

Except as expressly provided in these terms and conditions, we exclude all representations, conditions and warranties whether express or implied (by statute or otherwise) to the fullest extent permitted by law. We do not seek to exclude or limit our liability to you where it would be unlawful to do so.

Please note that the John Lewis Partnership Virtual Experiences services are provided for domestic and private use only. You therefore agree not to use the John Lewis Partnership Virtual Experiences services 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.

Any questions regarding these terms and conditions, or if you have any issues or complaints, should be directed to:

partnershipexperiences@johnlewis.co.uk

## **Terms and Conditions for Specific John Lewis Partnership Virtual Experiences Classes: Food**

In addition to the terms and conditions detailed above, the following additional terms and conditions shall apply in respect of any John Lewis Partnership Virtual Experiences classes and associated services for education related to food or cookery.

You acknowledge that it is your responsibility to be aware of any food allergies or dietary requirements, and any food allergies or dietary requirements of any individuals you book a class for.

When undertaking any cooking as part of a John Lewis Partnership Virtual Experiences food class, you acknowledge that it is your responsibility to adhere to a reasonable standard of health and safety and to maintain a reasonable standard of safe behaviour and food hygiene. In particular, you should be aware of additional safety measures which should be in place when using any sharp or hot implements and you should give these the appropriate level of attention and care when using them. You should not carry out any activity which you are not capable of carrying out safely. You should follow directions as given by the host of the Virtual Britain class, and you acknowledge that it is your responsibility to ensure that that all food is cooked properly before being consumed.

### **Terms and Conditions for Specific John Lewis Partnership Virtual Experiences Classes: Alcohol**

In addition to the terms and conditions detailed above, the following additional terms and conditions shall apply in respect of any John Lewis Partnership Virtual Experiences classes and associated services for education related to alcohol.

By using the John Lewis Partnership Virtual Experiences services for classes relating to alcohol, you agree that you and any participants for who you book a class are legally old enough to drink alcohol and will consume any alcohol responsibly.

### **Terms and Conditions for Specific John Lewis Partnership Virtual Experiences Classes: Health & Fitness**

In addition to the terms and conditions detailed above, the following additional terms and conditions shall apply in respect of any John Lewis Partnership Virtual Experiences classes and associated services for fitness or exercise. You recognise that there is always an element of risk(s) involved with any physical class and you are choosing to participate or perform at your own risk. It is your sole responsibility to ensure the environment in which you will exercise is safe and suitable for exercise prior to participation in the class.

You should cease participation in the class and seek immediate medical assistance (as required) if:

- (i) at any time during the class you feel discomfort or pain;
- (ii) any time before the class you feel discomfort or pain;
- (iii) you have an underlying medical or health condition.

You are advised not to participate in the Class if (without limitation) any of the following applies:

- you are pregnant or have given birth in the last six months;
- you have heart problem(s), back problem(s), high or low blood pressure or high cholesterol;
- headaches/dizziness or a fainting feeling when you carry out exercise;
- epilepsy;
- diabetes;
- experience pain or limited movements in any joints (for example your knees).

We are not responsible or liable to you for any injury or harm you sustain as a result of our class or proposed class unless we are proven to be legally liable for such injury or harm.

### **Terms and Conditions Relating to Children**

Children must not attend any John Lewis Partnership Virtual Experiences classes which relate to the subject matter of alcohol. As noted above, by booking a class related to alcohol, you confirm that, at the time of the class, you will be 18 years old or over.

Every child attending a John Lewis Partnership Virtual Experiences class must be accompanied by a parent/guardian over the age of 18. The accompanying adult will be solely responsible for any child or children attending a John Lewis Partnership Virtual Experiences class.