

## JAGUAR LAND ROVER EXPERIENCE TERMS AND CONDITIONS

*IMPORTANT – THESE TERMS AND CONDITIONS (“TERMS”) APPLY TO ALL GUESTS PARTICIPATING IN A JAGUAR LAND ROVER EXPERIENCE (“EXPERIENCE”) WITH JAGUAR LAND ROVER LIMITED. BY BOOKING THIS EVENT YOU AGREE TO BE BOUND BY THE TERMS SO PLEASE ENSURE THAT YOU READ THEM CAREFULLY.*

### 1. Definitions

"Agreement" means these terms and conditions, including the booking form as may be amended as agreed by the Parties in writing from time to time;

"Competition" means the Never Stop Discovering – Children’s Storybook Competition Agreement;

"Employees" means all UK based employees employed by Jaguar Land Rover;

"Guest" means up to 3 (three) guests which each Customer is allowed to bring to the Experience;

"Event" means the Never Stop Discovering – Children’s Storybook Competition Agreement;

"Experience" means the 1<sup>st</sup> place price experience at Eastnor, with Buffet lunch, two runner up Employees will be able to borrow a L462 21MY for a weekend;

"Land Rover Staff or Product Experts" means any member of staff working on behalf of Jaguar Land Rover for the Event or members of staff from the Land Rover Experience Centres where the event is being held;

"Participant" means the Customer or Guest qualifying and accepted by the Experience Centres, and participating in the Event;

"Parties" means Jaguar Land Rover and the Customer, and "Party" shall mean either of them as the context so requires;

"Premises" means the specified venues at which the Event booked by the Customer is to take place, as detailed in Land Rover’s Confirmation.

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are Jaguar Land Rover Limited a company registered in England with company number 01672070 and whose registered office address is at Abbey Road, Whitley, Coventry, CV3 4LF.
- 2.2 You can contact us by telephoning our customer service team or writing to us using the contact details listed next to the relevant Jaguar Land Rover Experience Centre (“**JLRE Centre**”) at [www.landrover.com/experiences/find-a-centre/uk.html](http://www.landrover.com/experiences/find-a-centre/uk.html).
- 2.3 If we have to contact you we will do so by telephone or by writing to you at the email or postal address you provided to us in your booking.

## 3. OUR CONTRACT WITH YOU

- 3.1 Our acceptance of your booking will take place when we email you a booking confirmation, at which point a contract will come into existence between you and us. The terms of that contract are the Terms set out here together with the terms of your booking confirmation.
- 3.2 If we are unable to accept your booking, we will inform you of this and will not charge you for the Experience. This might be because the Experience is unavailable, because we have identified an error in the price or description of the Experience or because we are unable to meet your specified requirements.
- 3.3 We will assign a booking reference to your booking and tell you what that is when we send you your booking confirmation. It will help us if you can tell us that booking reference whenever you contact us about your booking.
- 3.4 These Terms apply solely for the provision of Experiences by us in the UK and take precedence over any other terms and conditions in relation to our provision of and your booking of an Experience.

## 4. EXPERIENCES

You must ensure that prior to attending or taking part in an Experience you have read carefully and can comply with the (i) pre-conditions and (ii) general terms set out at the end of these Terms.

## 5. CHANGES TO BOOKINGS

- 5.1 If you wish to make a change to a booking you have made please contact us. We will let you know if the change is possible and, if it is possible, we will let you know whether this causes any change to the timing of the Experience or anything else which may be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause ~~86~~ – ‘Your rights to cancel the booking’).

- 5.2 We may make minor changes to your booking:
- 5.2.1 to reflect changes in relevant laws, laws surrounding COVID 19 and regulatory requirements; and
  - 5.2.2 to implement minor technical adjustments and improvements, for example to address a security threat.
- 5.3 We may also make changes to the Experience itself or these Terms but if we do so we will notify you and you may then contact us to cancel your booking before the changes take effect, provided that you have not already attended or taken part in the Experience.
- 5.4 Where we agree to make any changes to your booking, the Experience or these Terms the amended booking, Experience or Terms will supersede any previous booking, Experience or Terms.

## 6. EXPERIENCE ENTRY REQUIREMENTS

- 6.1 Employees will be required to enter a story up to ~~12~~,500 words suitable for 4-7 year olds. The story must include a ~~fantastic~~ adventure ~~of a 4-7 year old~~ with a Land Rover Discovery;
- 6.2 To enter the Experience Employees will required to submit their entries to [employee@jaguarlandrover.com](mailto:employee@jaguarlandrover.com);
- 6.3 The Competition will be launched on the ~~L462 21MY reveal date which is currently estimated to be 11<sup>th</sup> November~~ 13<sup>th</sup> November 2020. Confirmation of the Competition launch date will be provided via team talk;
- 6.4 Entries will not be accepted after ~~23<sup>rd</sup>~~ 18<sup>th</sup> December 2020;
- 6.5 Stories provided by Employees will be reviewed by an Experiential Marketing team, the entries will not be reviewed until. 5 shortlisted employees will then be judged by a Panel, made up of 5 judges from JLR. ~~Stories will be on 4<sup>th</sup> January 2021~~;
- 6.6 The winning Employee's will be selected at 17:00GMT on 25th January 2021;
- 6.7 Communication to the winning Employee will be provided via email or telephone call by Friday 29<sup>th</sup> January 2021;
- 6.8 If an Employee enters more than one story the initial story will be accepted, and any further stories will not be accepted.

## 7. SUPPLY OF EXPERIENCE

- 7.1 We will provide the Experience to you at the date and time with a months notice. The first place Employee will take part in their and their Guests Experience day on or around March to April 2021;

- 7.2 There is only one first place prize for Employees excluding their three guests. The Employee will be provided with half day Experience at Eastnor with buffet lunch, five hard copies of their printed story book and their book will be distributed to JLRE Centres in the UK;
- 7.3 The first place Employee will be able to take three Guests who will be seated in the same vehicle as the first place Employee. Guests will be provided with a buffet lunch;
- 7.4 Two runner ups will be able to borrow a L462 21MY from Friday afternoon to a Monday morning for a total of 72 hours;
- 7.5 The two runner ups will be required to collect and return their borrowed L462 21MY at Fen End. Employees will be required to make their own journey to Fen End at their expense.

## **8. YOUR RIGHTS TO CANCEL THE BOOKING**

- 8.1  labelling the booking where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind, you can still cancel the booking before it is completed. The contract between us is completed once you have attended and participated in the Experience and have paid us for that Experience in full. If you want to cancel your booking before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. Our contract will end immediately.
- 8.2 To cancel your booking with us, please contact customer services using the number or email address specified on your booking confirmation. You will need to provide your name, booking reference, address and details of the booking.

## **9. OUR RIGHTS TO CANCEL THE BOOKING**

- 9.1 We may cancel a booking at any time by writing to you if:
- 9.1.1 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide you with the Experience; or
- 9.1.2 we are unable, for reasons beyond our control, to fulfil your booking and provide you with the relevant Experience.

## **10. IF THERE IS A PROBLEM WITH THE EXPERIENCE**

- 10.1 If you have any questions or complaints about your booking, an Experience or these Terms, please contact us. You can telephone or email our customer services team using the number or email address specified on your booking confirmation.
- 10.2 We are under a legal duty to provide you with a service that is in conformity with this contract. See the box below for a summary of your key legal rights in relation to our provision of the Experience. Nothing in these Terms will affect your legal rights.

### **Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.advicegroup.org.uk](http://www.advicegroup.org.uk) or call 03454 04 05 06.

Where you are purchasing a service, such as an Experience, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

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

- 11.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible 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 we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 11.2 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; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Experience.
- 11.3 Your safety is our highest priority but you acknowledge that some of the Experiences, particularly any off-road or track driving experiences, involve inherent risks of damage to both you and your property. By participating in such Experiences you agree that you accept that you share in the responsibility to maintain your own safety and that of others and of property by your own actions or conduct.
- 11.4 We shall in no circumstances be liable to you to the extent any liability arises due to your non-compliance with these Terms.
- 11.5 Except as set out in this clause 11, we shall not be liable to you whether in contract, tort (including negligence) or otherwise for any direct loss or damage including financial loss, or loss of contracts or goodwill (save that we will be liable for any damage or loss to your tangible property which is directly caused by our wilful misconduct) or for any indirect, special or consequential loss or damage.

## 12. **HOW WE MAY USE YOUR PERSONAL INFORMATION**[DA1]

- 12.1 We will only collect personal data that is required to deliver the products and services that you have requested. We will keep your personal data for as long as we need it to provide these products and services. We may also keep it to comply with our legal obligations, respond to queries and resolve any disputes, to meet our legitimate interests and to enforce our rights.
- 12.2 We may share your personal data:
- 12.2.1 with those third parties who need to handle it so we can provide to you the products, services you have signed up to or requested;
  - 12.2.2 with Jaguar Land Rover group companies in line with the data uses set out in our Privacy Policy (see section 12.4);
  - 12.2.3 with third parties in the event we sell or buy any business or assets;
  - 12.2.4 if we are under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation or requests, or in order to enforce these Terms or to investigate actual or suspected breaches.
- 12.3 We have safeguards in place with our service providers to ensure that your data is kept securely and used in accordance with the purposes set out in our Privacy Policy;
- 12.4 For full details on how we will use personal data supplied to us via our UK websites, visit our Privacy Policy using the link at the bottom of this webpage.

## 13. **OTHER IMPORTANT TERMS**

- 13.1 We may transfer our rights and obligations under these Terms to another organisation.
- 13.2 You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.
- 13.3 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.
- 13.4 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.5 If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

13.6 These Terms are governed by English law and you can bring legal proceedings in respect of the services we provide you with under them in the English courts.

## 14. CONDITIONS SPECIFIC TO A DRIVING EXPERIENCE

### 14.1 Pre-conditions

- 14.1.1 All drivers must hold a full and valid driving licence. If you hold a UK licence you will be sent a link which you must follow in order to verify to us the status of your licence. You will also be asked to produce your driving licence on the day of the Experience so please ensure you bring it with you to the JLRE Centre. Failure to do so may result in you not being able to participate in the Experience;
- 14.1.2 If your licence was issued outside of the UK then your driving licence must be brought and produced on the day of the Experience and you will be required to complete a foreign driving licence document;
- 14.1.3 Except in relation to any Classic Jaguar Drive Experience (see below), any drivers under the age of twenty eight (28) must contact the relevant JLR Centre to give their driving licence details prior to the date of the Experience;
- 14.1.4 All drivers must have at least three (3) years uninterrupted driving experience on a full licence without serious accident or conviction in the last two (2) years;
- 14.1.5 All drivers must have no more than six (6) current penalty points on their licence to enable them to participate in any on-road requirements of the Experience. You must notify us prior to your Experience if you have more than six (6) penalty points on your driving licence.

### 14.2 General Conditions

#### 14.2.1 Your Physical Condition

By participating in the Experience you agree that:

- (a) you do not know of any circumstances which would disqualify you from driving;
- (b) you are not currently suffering from any physical or mental condition which would restrict or impair your alertness or driving ability and of which you have not informed us;
- (c) your eyesight meets the standard required for driving.

The course may be unsuitable and therefore not recommended for those who suffer from back problems, neck problems, heart conditions (or any other similar conditions). It may also be unsuitable for those who are pregnant.

#### 14.2.2 Your Obligations

You agree that:

- (a) Whilst attending the Experience, Employees and Guests will at all times follow all lawful instructions and any other relevant rules notified to you.
- (b) Employees and Guests will not at any time whilst attending the Experience be under the influence of alcohol or any drugs, which may impair your alertness, and driving ability and you will behave in a safe, appropriate and prudent manner.
- (c) You will at all times exercise the necessary and high degree of care and attention whilst participating in the Experience.
- (d) If you suffer from any disability that could impair your access to the facilities and/or vehicles used in the Experience, you will inform us prior to attending the Experience so that we can make any required and available adjustments.
- (e) Employees and Guests will be responsible for the safekeeping of any property you take with you on the Experience. We take no responsibility for any property left at the JLR Centre whilst out on your Experience.
- (f) During a driving Experience you must at all times wear the safety restraint belt.
- (g) You will be responsible for any speeding and parking fines incurred whilst driving the vehicle and subject to all applicable motoring laws and regulations.
- (h) At any time you may withdraw from participating in the Experience, in which event you must notify an instructor on site who will arrange or give you directions for your safe departure from the site.

#### 14.2.3 **Children**

- (a) Any child attending an Experience must be accompanied by a parent or guardian and such parent or guardian agrees to be responsible for the child and ensure that they comply with the terms of this clause 14.
- (b) Children must be seated in the vehicle in an appropriate child car seat/booster seat for their age and height as required by law, the provision and fitting of which shall be the sole responsibility of the parent/guardian.
- (c) Please note that there are very limited facilities for non-participating children and families at our JLRE Centres. Children must be supervised by a parent or guardian at all times whilst at the experience centre and shall at all times remain the responsibility of their parent or guardian.

#### 14.2.4 **Animals**

Pets or animals of any nature are expressly prohibited at any JLRE Centre (except for guide dogs, hearing dogs and registered assistance dogs) and, for the avoidance of doubt, should not be left in any vehicle parked at the JLRE Centre. We reserve the right to contact any relevant authority to make and be responsible for any decision in relation to any animals that are left unsupervised or that are found to be in distress.

#### 14.2.5 **Radio Monitoring**

Please be aware that from time to time radio communications in vehicles may be monitored for compliance and quality control purposes.

### 15. **CONDITIONS SPECIFIC TO MANUFACTURING TOURS**

15.1 Please be aware that open toe shoes, sandals and shorts are not permitted in any of the manufacturing facilities, arms and legs must be covered and shoes must be flat and suitable as the tour may involve walking significant distance. Please be aware that some routes follow overhead walkways.

15.2 Cameras, video recorders or any type of recording or photography device or mobile phone are strictly prohibited in all the manufacturing facilities and their surrounding areas.

15.3 There are no facilities at the centres for secure storage of personal items.

Due to on site security restrictions, handbags, rucksacks and all other types of hand luggage are prohibited in all manufacturing areas.

15.4 To avoid any damage to a production vehicle during the manufacturing tour, we will supply protective over wear to cover items such as watches, jewellery and belt buckles. However we would suggest that such items be left securely at home where possible.

15.5 Please be aware that pace makers may be affected in certain areas of the production facilities by certain electronic manufacturing equipment.

15.6 Areas of the manufacturing tour may not be suitable for expectant mothers, please contact the centre prior to visit.

15.7 Children aged 10 and over are permitted to accompany their parents or guardian at the prevailing rate.

### 16. **CONDITIONS SPECIFIC TO EXPERIENCE**

16.1 Our acceptance of your booking will take place when we send you our booking confirmation, at which point a contract will come into existence between you and us.

16.2 We will assign a booking reference to your booking and tell you what that is when we send you your booking confirmation. It will help us if you can tell us that booking reference whenever you contact us about your booking.

16.3 Any itineraries provided as part of your booking confirmation are approximate only and times may vary on the day. Vehicles are subject to availability and we reserve the right to change models from those previously advertised to support the Experience on the day.

**PLEASE NOTE:** Due to COVID-19, additional measures have been put into place at our Experience Centres. All vehicles are thoroughly sanitised prior to each Event and number of attendees at each Event are limited.

For more information please visit: <https://www.landrover.co.uk/anywhere/safety-measures.html>