

GUILD ESPORTS PLC – TERMS AND CONDITIONS OF SALE

1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or digital content.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

- 2.1 **Who we are.** We are Guild Esports PLC (referred to as Guild, we, us and our in these terms), a company incorporated in England with company registration number 12187837 and whose registered office address is Craven House, 16 Northumberland Avenue, London, United Kingdom, WC2N 5AP.
- 2.2 **How to contact us.** You can contact us by writing to us at contact@guildesports.com.
- 2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order or that is associated with the account you have registered with us.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2 **The application of these terms.** These terms and conditions will be deemed to apply to any contract between you and us. Any other terms which you seek to include either expressly, by implication, or due to any previous dealings between us are excluded.
- 3.3 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.4 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.5 **These terms and conditions are only for the sale of products in the UK.** If you order products from our website from outside of the UK then you are responsible for ensuring your order complies with any local laws which are applicable to you.

4. Our products

- 4.1 Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours, designs and products accurately, we cannot guarantee that a device's display accurately reflects the products. Your product may vary slightly from those images.
- 4.2 Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.
- 4.3 Making sure your measurements are accurate.** If you are ordering clothing products to a specific size or measurement, you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure on our website or by contacting us.

5. Your rights to make changes

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract.

6. Our rights to make changes

- 6.1** We may change the product:
- 6.1.1** to reflect changes in relevant laws and regulatory requirements; and
 - 6.1.2** to implement minor technical adjustments and improvements. These changes will not affect your use of the product in any material way.
- 6.2 Updates to digital content.** We may update or require you to update digital content, provided that the digital content will always match the description of it that we provided to you before you bought it.

7. Providing the products

- 7.1 UK delivery costs.** Each order delivered to a destination in the UK will normally include any applicable sales taxes (such as Value Added Tax), and the costs of delivery will be as displayed to you on our website.
- 7.2 International delivery costs.** Each order shipped outside of the UK **will not** include any applicable sales taxes (such as Value Added Tax) or international fees or import duties, tariffs or similar fees that may be imposed by the delivery destination (**Import Charges**). **These Import Charges must be paid by the recipient of the parcel.**
- 7.3 When we will provide the products.** During the order process we will let you know when we will provide the products to you.
- 7.4 We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

- 7.5 If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, the delivery provider will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 7.6 If you do not re-arrange delivery.** If you do not collect the products from the delivery provider as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and **11.1.3** will apply.
- 7.7 Your legal rights if we deliver goods late.** You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:
- 7.7.1** we have refused to deliver the goods; or
 - 7.7.2** you told us before we accepted your order by writing to us at contact@guildesports.com and entering as the subject line of your email 'Product Delivery Urgent Deadline' that delivery within the delivery deadline was essential.
- 7.8 Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under **7.7**, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 7.9 Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under **7.7** or **7.8**, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that, we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please email us at contact@guildesports.com for a return label or to arrange collection.
- 7.10 When you become responsible for the goods.** A product will be your responsibility from the time we, or our delivery carrier, delivers the product to the address you gave us.
- 7.11 When you own goods.** You own a product once we have received payment in full.
- 7.12 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products on our website or in the order form. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause **11.1.2** will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not

supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.13 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

7.13.1 deal with technical problems or make minor technical changes;

7.13.2 update the product to reflect changes in relevant laws and regulatory requirements;

7.13.3 make changes to the product as requested by you or notified by us to you (see clauses 5 and 6).

7.14 We may suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 13.4) and you still do not make payment within 5 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 13.6). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 13.5).

8. Import Charges

8.1 You are responsible for all Import Charges. You acknowledge and agree that if you place an order for delivery outside of the UK, you will be fully responsible for paying all applicable Import Charges directly to the relevant authority (and for reclaiming them in the event of a cancellation or return or a return of such goods, to the extent permitted in these terms) as determined by the authorities of the delivery destination, and we will have no responsibility or liability in connection with the foregoing.

8.2 Unfortunately, we have no control over Import Charges, and do not calculate these costs upfront as customs policies and import duties vary widely. You should try to get in touch with your local customs office for current charges before you place your order that so you will not be surprised by the extra costs that will be added

8.3 If you fail to pay Import Charges without reasonable cause, causing the liability to fall on us or the carrier, the liability amount of the Import Charges will be deducted from any refund or other amounts you may claim.

8.4 If you:

8.4.1 failed to pay any Import Charges; or

8.4.2 refused to accept any goods,

in each case resulting in the goods being returned or needing to be returned, then, subject to clause 10.3.1, you will be liable for the return delivery costs.

9. Your rights to end the contract

9.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything

wrong with it, how we are performing and when you decide to end the contract:

- 9.1.1 If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 12;
- 9.1.2 If you want to end the contract because of something we have done or have told you we are going to do**, see clause 9.2;
- 9.1.3 If you have just changed your mind about the product**, see clauses 9.3 to 9.5. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- 9.1.4 In all other cases (if we are not at fault and there is no right to change your mind)**, see clause 9.6.

9.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at clauses 9.2.1 to 9.2.4 below, the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

- 9.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);
- 9.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- 9.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control; or
- 9.2.4 you have a legal right to end the contract because of something we have done wrong (including because we have delivered late following a rescheduled delivery date (see clause 7.7)).

9.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online, you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

9.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- 9.4.1 digital products after you have started to download or stream these;
- 9.4.2 sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them;
- 9.4.3 any products which become mixed inseparably with other items after their delivery;
- 9.4.4 any products you received over 14 days ago and which you have not informed us of your exercising of the right to change your mind; and
- 9.4.5 any product that has been personalised for you.

9.5 How long do I have to change my mind? How long you have depends on what you have ordered and how it is delivered.

9.5.1 Have you bought digital content for download or streaming? if so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

9.5.2 Have you bought goods?, if so you have 14 days after the day you (or someone you nominate) receives the goods (or, if the goods are split into a number of deliveries, on the date the last portion of the goods is delivered) to notify us that you wish to return the goods.

9.6 Ending the contract 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 end the contract before it is completed, but you may have to pay us compensation. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract. The following products are not eligible for a full refund in any circumstances:

9.6.1 products that have been opened or unsealed or have been handled in a way which is beyond what is necessary to establish their nature, characteristics and functioning;

9.6.2 products without original packaging or labels;

9.6.3 products or packaging in poor condition;

9.6.4 any personalised products; or

9.6.5 where you have damaged an item or product by trying to repair it yourself or by getting someone else to do it.

10. How to end the contract with us (including if you have changed your mind)

10.1 Tell us you want to end the contract. You must let us know that you are returning the item(s) within 14 days of delivery of the item and the reason for return, then you have another 14 days to send it back to us. To inform us of a return please email contact@guildesports.com quoting your order number, the item you want to return and reason for return.

10.2 Returning products after ending the contract. Please return your item unused and in original condition (including all labels and tags intact) using the address shown on the delivery packing slip in your order, and we will issue a refund, as long as your returned item meets our terms and conditions. You will be reimbursed all costs of the item, including all shipping and delivery costs, except where you are not eligible for a full refund, as explained in these terms. You will be responsible for the cost of returning the item to us except where the item is faulty.

10.3 Costs of return.

10.3.1 We will pay the costs of return:

- 10.3.1.1 if the products are faulty or misdescribed; or
- 10.3.1.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

10.3.2 In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

10.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery.

10.5 How we will refund you. Where eligible for a refund, you will be reimbursed all costs of the product, including all shipping and delivery costs (except that, where you select any delivery option other than free or standard delivery, shipping and delivery costs will be reimbursed only up to the value of our cheapest delivery option). However, we may make deductions from the price, as described below.

10.6 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

10.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

10.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.

10.6.3 We may also reduce your refund of the price to reflect any additional direct or indirect charges we have suffered, including but not limited any Import Charges, resulting from a failure or refusal under clause 8.4.

10.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

10.7.1 If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 10.2.

10.7.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

11. Our rights to end the contract

11.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- 11.1.1 you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due;
- 11.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products; or
- 11.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

11.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 11.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

12. If there is a problem with the product:

12.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us at contact@guildesports.com.

12.2 Your legal rights. We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.

12.3 If your item develops a fault within 30 days of purchase, please return it with proof of purchase and we'll refund it. If your item develops a fault after this 30 day period then please get in contact with us as you may be entitled to a repair or replacement of the item.

12.4 If you wish to exercise your legal rights to reject products you must either post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please email us at contact@guildesports.com for a return label or to arrange collection.

13. Price and payment

13.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 13.3 for what happens if we discover an error in the price of the product you order.

13.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

13.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

13.4 When you must pay and how you must pay. We accept payment via our trusted third party payment providers. When you must pay depends on what product you are buying:

13.4.1 For **goods**, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.

13.4.2 For **digital content**, you must pay for the products before you download them.

13.5 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank plc from time to time. This interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

13.6 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

14. Our responsibility for loss or damage suffered by you

14.1 We are responsible to you for foreseeable loss and damage caused by us. 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.

14.2 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 products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, for defective products under the Consumer Protection Act 1987.

14.3 If defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage, which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

14.4 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- 14.5 If you are a resident of a country, state or jurisdiction that does not allow the exclusion or limitation of liability, the above limitation may not apply to you. In such circumstances, our liability will be limited to the greatest extent permitted by law, and these terms will not limit any applicable consumer rights.

15. How we may use your personal information

We will only use your personal information as set out in our [Privacy Policy](#).

16. Other important terms

- 16.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms 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.
- 16.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 16.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person will have any rights to enforce any of its terms.
- 16.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs 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.
- 16.5 Even if we delay in enforcing this contract, we can still enforce it later.** 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. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 16.6 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 16.7 Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to LCIA. LCIA will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the [European Commission Online Dispute Resolution](#) platform.