# GAME SUBSCRIPTION TERMS AND CONDITIONS

# (with effect from 20 June 2017)

By applying for a Game Subscription a customer is assumed to have agreed to these Terms and Conditions (available from the store or online at <u>www.proudlion.co.uk</u>).

Proud Lion reserves the right to change these terms and conditions at any time.

## **CUSTOMER DETAILS**

To set up a Game Subscription, Proud Lion requires the Customer's contact details, including full name, telephone number and e-mail address.

If any of these details are found to be incorrect, Proud Lion reserves the right to terminate the Game Subscription. It is the Customer's responsibility to keep Proud Lion apprised of any changes to their details.

## GAME SUBSCRIPTIONS

Proud Lion operates no minimum or maximum level of games for a Subscription.

However, the Customer is required to purchase reserved games within four weeks of release. If an overdue backlog of more than four weeks of games exists in the Customer's folder, the Game Subscription will be suspended and no further titles will go aside.

Proud Lion will attempt to contact the Customer via email at this time and the existing reserved games will be held for up to a further four weeks before the Subscription is cancelled and the games are returned to the shelves.

#### RETURNS

Any game ordered on Subscription will not be eligible for returns or refunds unless the item is not fit for purpose. This does not affect your statutory rights.

## DEPOSIT

No deposit is required for Game Subscriptions at this time, unless your subscription exceeds the MAXIMUM VALUE (see below).

#### MAXIMUM VALUE

Customers are not required to pass a credit check or leave debit/credit card details to start a Game Subscription. However, Proud Lion does place a limit on the total value of games the Customer can have reserved for them at any one time. This limit is currently set at £100.00. If the total value goes over £100.00, the Customer will be contacted and no further games will go aside until the existing reservations are cleared or a 25% deposit is paid for all items.

## **HIGH VALUE ITEMS**

If the Customer orders an expensive item, Proud Lion may choose to charge a 25% nonrefundable deposit at Manager's discretion. This will be assessed on a case-by-case basis. This deposit will be refunded if the item cannot be supplied. Proud Lion may also choose to charge a 25% non-refundable deposit or advance payment in full on any item ordered by the Customer if they have previously failed to purchase items ordered.

### CUSTOMER'S RESPONSIBILITY

It is the Customer's responsibility to ensure that their Game Subscription is properly maintained and doesn't default. Proud Lion will contact the Customer at certain points when a Game Subscription becomes overdue. Proud Lion will attempt to contact the Customer whenever a new item is reserved wherever possible.

If the Customer wishes to cancel a Subscription to a particular game, they will still be required to purchase all outstanding items for that game in their Subscription, as well as any new items which have already been ordered on their behalf.

If the Customer wishes to completely cancel their Game Subscriptions, notice of a full Calendar Month will be required and all outstanding items reserved for the Subscription, as well as any new items already ordered on their behalf, will need to be collected.

#### PRIVACY POLICY

Proud Lion will not disclose the Customer's information to third parties except where required to fulfil the Subscription Service (for example, the Customer's information may be shared with our email servicer, Mailchimp, in order to contact the Customer about their Subscription). The Customer can request a copy of the information Proud Lion holds about them by putting the request in writing.

By applying for a Game Subscription, the Customer agrees to Proud Lion contacting them via email in regards to their Subscription and related information.

## **RIGHT TO REFUSE**

Proud Lion reserves the right to refuse the Customer's application for a Game Subscription.

The Customer's Game Subscription may be cancelled at any time without notification.

Customers who have defaulted on a previous Game Subscription will not be allowed to open a new Game Subscription, except at Manager's discretion.