

TERMS AND CONDITIONS FOR THE CUBE IPHONE AND IPAD APPLICATION

The following terms and conditions set out the rules between you and All3Media International Ltd (“**A3M**”) which govern your use of the Cube iPhone and iPad application (the “**Application**”). Any reference to “you” or “your” shall mean you the user of the Application.

You must be at least aged 13 and if aged 13 but under 18, you must read these terms and conditions with your parent or guardian. These terms and conditions must be read carefully and before you use the Application, as your use of the Application shall be confirmation that you have accepted these terms and any other terms and conditions referenced below

A3M recommends that you print and store or save a copy of these terms and conditions for future reference.

Licence of the Application

Your use of the Application is by way of a non-exclusive and non-transferable licence and for the avoidance of doubt the Application is not owned by you.

You alone are to use the Application for your personal and non commercial use on an iPhone or iPod touch or iPad owned or controlled by you, in accordance with these terms and conditions and the Other Terms (as defined below) in order to receive access to content including without limitation the games in practice round, challenge round and users stats.

You agree to use the Application only for lawful purposes, and in a manner which does not infringe the rights of, or restrict or inhibit the use and enjoyment of the Application by any third party. You agree to comply with these terms and conditions when using the Application and all applicable laws and regulations, together with the Apple Terms (as defined below), any specific usage rules and Other Terms in relation to any material and content that you access via the Application.

Apple Terms

This Application is made available via the iTunes store. Your use of the Application is therefore subject to additional Apple terms and conditions and privacy policy including without limitation the following:

- Apple Inc. (“**Apple**”) iTunes Store Terms and Conditions and the supplementary terms and conditions (relating to gift certificates if applicable); and
- Apple Usage Rules (as set out in the iTunes Store Terms and Conditions); and
- Apple iTunes Store Terms of Sale available at <http://www.apple.com/legal/itunes/uk/terms.html#SERVICE>
- Apple’s privacy policy available at <http://www.apple.com/uk/legal/privacy>
- Apple’s copyright policy available at <https://www.apple.com/legal/copyright.html> ; and
- information regarding Apple’s Genius for Apps feature (which allows Apple to collect information about you);

(together the “**Apple Terms**”).

In the event of any conflict between these terms and conditions and the Apple Terms, the Apple Terms will prevail.

Intellectual Property

The ownership of all intellectual property rights (including but not limited to copyright, design rights, logos and trade mark rights) in or relating to the Application and the content of the Application are the property of A3M and Objective Productions Ltd, Apple or their respective licensees.

Delivery of the Application shall not transfer to you any right other than to use the Application for the stated period for your own personal use and you shall not (to the extent possible) modify the Application or any services connected with the Application by any means nor attempt to copy, reproduce, make available to the public or reverse engineer any of the software or materials forming part of the services or the Application.

All rights not licensed to you are reserved by A3M or Apple respectively.

Access to Application

You are only licensed to access the Application with software provided by Apple. You must ensure that you use the Application in accordance with these terms and conditions and you agree not to distribute or make the Application available over any network.

You understand and accept that your hardware shall require certain software in order for the Application to work and it is your sole responsibility to ensure that you have the required up to date software.

A3M reserve the right to amend the price and the availability of the Application of any subsequent purchase of an application.

Payment

If payment is due, you agree to pay for the Application under the payment terms set out in the iTunes terms and conditions and make payment for the Application direct to Apple.

It is not possible to make payment for the Application with credit or debit cards issued by a bank outside the United Kingdom or from prepaid gift cards issued by credit card companies.

Please note that the price for the Application may change in future at the sole discretion of the Application provider.

Refunds

You accept that once you have made payment for the Application you will not have a right to a refund if you decide to withdraw after the Application has been delivered.

You agree that any requests for refunds in respect of the Application shall be made by you to Apple.

Maintenance

A3M and its services provider(s) shall be solely responsible for any maintenance and support of the Application during the provision of the Application to you and you acknowledge that Apple shall not be under any obligation to you to carry out any maintenance and/or support of the Application. The Application may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond A3M's control. A3M will not be liable to you or to any other person in the event that all or any part of the Application is discontinued, modified or changed in any way.

Termination

A3M reserves the right at its sole discretion to change, edit, suspend, delete or cancel provision of the Application or any part of the Application and/or change the price of the Application or the terms that govern use of the Application at any time without notice and without any liability to you:

- if required by law; or
- due to an event beyond A3M's control; or
- as a result of Apple's change, deletion, cancellation or revocation of any required Apple approvals.

A3M may terminate provision of the Application to you if you refuse to accept any change to the terms and conditions.

A3M may also in its absolute discretion and without any liability to you decide to suspend, modify or terminate provision of the Application if you fail to comply or intentionally breach these terms and conditions and/or the Other Terms.

A3M may take any steps it feels appropriate to ensure your compliance with these terms and conditions and the Other Terms.

Upon termination for whatever reason you shall immediately stop using the Application.

Your Warranties

You agree and represent all of the following to A3M, that:

- You are between 13 and 18 years of age and own or control your own iPhone or iPad or iPod touch;
- that you are authorised to agree to these terms and conditions on your own behalf or on behalf of any organisation, company or educational establishment that you represent;
- you are not located in a country subject to a United States government embargo;
- you are not located in a country that has been designated by the United States government as a “terrorist supporting” country;
- you are not listed on any United States government list or prohibited or restricted parties;
- any information submitted by you shall be at your own risk;
- that you shall not disclose or allow to be disclosed by any means any confidential information belonging to A3M and/or Apple that you become aware of;
- by using the Application you agree that you shall be liable to A3M for any claims arising out of any breach by you of any of these terms and conditions ; and
- to the extent permitted by law you agree to compensate A3M in respect of any claims, losses, liabilities, damages, taxes, expenses and costs including without limitation any lawyers’ costs and/or court costs incurred by A3M as a result of your direct or indirect breach of any of these terms and conditions.

A3M Warranties

A3M agrees that it is an authorised licensee of the Application and that A3M is the sole owner of the Cube content forming part of the Application. In the event of a third party claiming that the Cube content as incorporated in the Application infringes their intellectual property rights, A3M shall be solely responsible for investigating, settling or discharging such claim.

Disclaimer of A3M’s Warranties and Limitations of Liability

A3M shall provide the Application on an “as is” and “as available” basis.

Your availability of the Application may require you to obtain (for a fee) certain updates and/or upgrades to your hardware and A3M makes no warranty in respect of the compatibility of your hardware with the application you wish to download.

A3M makes no warranty or representation relating to:

- the non interference with your enjoyment of the Application; or
- the uninterrupted, virus free, error free, correct, timely provision of the Application; or
- the limitations of the Application; or
- aspects of the content of the Application which you may find to be offensive.

A3M accepts no responsibility or liability for your use of the Application and such use is entirely at your own risk. While A3M takes reasonable precautions to prevent the existence of computer viruses and/or other malicious programs, A3M accepts no liability for them.

A3M shall not be liable for any loss or damage caused to you or suffered by you where such damage or loss is not reasonably foreseeable to you and A3M when you use the Application including without limitation where such loss or damage results from A3M’s breach of these terms and conditions.

A3M does not accept any liability for:

- any damage or loss caused to you where you are not using the Application as a consumer;
- any damage to your iPhone or iTouch or iPad, hardware, software or for any loss of data that results from your use of the Application;
- any failure, suspension and/or any termination of access to the Application or any content in connection with or arising out of an event which is outside A3M’s reasonable control including, without limitation, strikes, lock-outs or industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any law or government order, rule regulation or direction, accident or breakdown of plant or machinery, fire, flood, storm or default of suppliers; and/or
- any claims brought against you by a third party except as stated in these terms and conditions.

In the event that the Application does not conform with any warranty herein or implied by law which applies, and has not been limited or excluded, you may notify Apple for a refund of the Application purchase price only and Apple shall not be responsible for any other losses, liabilities, damages, costs or expenses emanating from any failure to conform to any warranty herein or implied by law.

Nothing in these terms and conditions restricts your statutory rights as a consumer or limits A3M's liability for death or personal injury resulting from negligence or fraud.

Privacy

A3M does not process any personal data. Any personal data which you submit in accessing the Application via the iTunes store is held by Apple under Apple's privacy policy.

Severability

If any provision of these terms and conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these terms and conditions or the Other Terms and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

No Waiver

Failure by A3M or Apple to enforce any right or provision of these Terms and Conditions shall not operate as a waiver by A3M or Apple of such right or provision.

Rights of Third Party

You acknowledge and agree that Apple and its subsidiaries are third party beneficiaries to these terms and conditions and they shall have the right to enforce any of the terms set out above against you.

Law

These terms and conditions are available in English only and shall be governed by and construed in accordance with the laws of England (or the laws of Scotland if you are domiciled there). Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales unless you choose the jurisdiction of your domicile in Scotland or Northern Ireland.

Amendment

A3M may update or amend these terms and conditions from time to time without notice to you. Any updates or amendments will be posted on

www.the-cube.tv

By continuing to use the Application, you agree to be bound by the terms of these updates and amendments.

These Terms were last updated on 02 September 2010.

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