

GROUPON THIRD PARTY INVENTORY RESERVATION TERMS OF SALE – UK

1. General Information

1.1 These Terms of Sale apply when you (a “Purchaser”) buy a Reservation of third party inventory on Groupon.

1.2 Groupon means MyCityDeal Limited (trading as Groupon UK), a company incorporated under the laws of England and Wales registered in England and with its registered office at Floor 4, Aldgate Tower, 2 Leman Street, London E1 8FA. Groupon’s registration number is 07112363 and its VAT number is GB989026181 .

1.3 Reservation means an entitlement to receive the Merchant Offering from the Merchant, which may also be subject to provision of a ticket or other documentation.

1.4 The Merchant Offering shall mean the goods and/or services to be supplied and/or provided by the Merchant to the Purchaser, as specified on Groupon’s Site.

1.5 The Merchant is a third party unrelated to Groupon that sells, supplies and/or provides the Merchant Offering. The contract for the supply and purchase of the Merchant Offering will be between you and the Merchant you purchase the Reservation for and Groupon will conclude the contract on behalf of, and as agent for, the Merchant in all cases. Groupon does not sell, supply and/or provide the Merchant Offering. It only sells the Reservation.

1.6 These Terms of Sale were last updated on 24 May 2018 (version 001)

1.7 Groupon reserves the right to unilaterally amend these Terms of Sale at any time. All amendments to these Terms of Sale will be posted on-line. You will be bound only to the version of the Terms of Sale you agreed to at the time you purchase a Reservation.

2. Purchase of a Reservation

2.1 You must be at least 18 years old to purchase a Reservation. Before you can make a purchase you need to register and create an account with Groupon International Limited.

2.2 By clicking on the “Buy Now” button you submit an offer to Groupon to buy the Reservation. However, the purchase of the Reservation is not complete until you receive an email from Groupon confirming acceptance of your offer. Groupon expressly reserves the right to reject your order. In addition, even if Groupon has accepted your order, it can cancel the contract at any time if it reasonably suspects that you have committed or that you may be committing any fraud against Groupon, an affiliated third party of Groupon or the Merchant.

3. Receiving the Merchant Offering

3.1 Following purchase of your Reservation, you will be provided by the Merchant with any additional documentation provided (such as a ticket) to enable you to receive the Merchant Offering. This additional documentation may be provided by a third party acting on behalf of the Merchant.

3.2 Unless expressly stated otherwise, the Reservation does not entitle the Purchaser to receive the Merchant Offering at a specific time. You are strongly recommended to contact the Merchant at an early stage. Doing so will give you the best chance of securing your preferred time for the supply and/or provision of the Merchant Offering. Groupon cannot influence the supply and/or provision of the Merchant Offering.

3.3 On behalf of the Merchant, Groupon may collect booking fees or other costs associated with the purchase and of a Reservation. All such fees or costs (if any) will be communicated to you before you purchase the Reservation.

3.4 In the event that a Merchant cannot supply and/or provide the Merchant Offering as described for unforeseen reasons, Groupon will notify you on behalf of the Merchant as soon as possible by email.

4. Fraud and Unlawful Activity

4.1 You promise not to provide false data including false names, addresses and/or contact or payment details; or engage in any unlawful activity in connection with the purchase of a Reservation, or allow anyone else to do so.

5. Cancellation (and exceptions), Refunds and Problems

5.1 By purchasing the Reservation, you are expressly requesting Groupon's services to begin being provided by you. Since Groupon is not responsible for the supply or provision of the Merchant Offering, once the Reservation has been provided, Groupon has completed its services to you in full. You are therefore not entitled to the 14 day statutory cancellation right when purchasing a Reservation from Groupon.

5.2 Your right to cancel the Merchant Offering will be subject to the Merchant's terms and conditions and any applicable statutory rights.

5.3 If you purchase a Reservation, but the Merchant has not properly provided you with the Merchant Offering, or if you have a complaint regarding the provision of the Merchant Offering, you must take action against the Merchant directly. This is because the Merchant, and not Groupon, is responsible for the supply and/or provision of the Merchant Offering. Groupon only sells and supplies the Reservation. However, if you and the Merchant cannot agree on how to resolve the complaint, Groupon may, upon your request, try to help resolve the issue between you and the Merchant.

5.4 Unless you expressly inform Groupon in advance not to, any refund will be refunded to you via your original method of payment. If your original method of payment has been cancelled, expired or has otherwise changed, you must inform the customer support team immediately at https://www.groupon.co.uk/customer_support. If you fail to do this and you are refunded to your original method of payment, you may need to coordinate with your bank or your payment services provider to obtain your refund. Groupon will not provide more than one refund.

5.6 You have 30 days from the date you receive the refund to reject it. If you do not reject the refund during these 30 days, the refund shall be in full and final settlement of any and all claims you may have against Groupon related to, arising out of, or connected to that Reservation.

6. Responsibility for the Merchant Offering

6.1 Please note that the Merchant, and not Groupon, is:

6.1.1 the seller, supplier and/or provider of the Merchant Offering;

6.1.2 the party who enters into a contract with the Purchaser after the Reservation is purchased; and

6.1.3 solely responsible for providing the Purchaser with the Merchant Offering and for the Merchant Offering itself.

7. Groupon's Standards of Services and Liability

7.1 Groupon promises that:

7.1.1 it will exercise reasonable care and skill in performing its obligations under these Terms of Sale; and

7.1.3 it shall not contravene the requirements of fairness or professional diligence in what it does.

7.2 Groupon is always liable for: (a) death and personal injury caused by Groupon's negligence; (b) fraud or fraudulent misrepresentation made by itself; or (c) any implied contractual terms that cannot be excluded or limited under applicable law.

7.3 Other than as set out in section 7.2 above, Groupon is not liable for any other losses or damages you may suffer, including any indirect or consequential losses.

7.4 Groupon does not promise the completeness, fitness for purpose or legality of the Merchant Offering. Groupon is not liable for the quality, safety, usability or any other aspect of the Merchant Offering.

7.5 Groupon is not liable for any breach of an obligation under these Terms of Sale where it is unable to carry out its obligations by any cause outside of its reasonable control.

7.6 Other than the liability arising under section 7.2, which is unlimited, Groupon's total liability to you will in no circumstances exceed the amount of 200% the purchase price of the Reservation.

7.7 In certain countries applicable law does not allow some or all of the exclusions and/or limitations set out in this section 7. If these laws apply to you, some or all of the above exclusions and/or limitations may not apply to you and you may have additional rights.

8. Groupon's Site

Groupon's Site (the "Site") means the Internet website, mobile applications, electronic communications or services, or any location at which you can purchase a Reservation from Groupon. The Site on which Groupon markets the Reservations is owned by Groupon International Limited. You can find more information about the terms of use of the Site, which are expressly incorporated into these Terms of Sale, [here](#).

9. Miscellaneous

9.1 If you breach these Terms of Sale and Groupon takes no action against you this does not mean that Groupon has waived its rights and remedies with regard to your breach. Groupon may still take action or exercise its rights and remedies for that action, or any other situation, where you breach your obligations under these Terms of Sale.

9.2 Unless otherwise stated within these Terms of Sale, notices to be given to either party shall be in writing and shall be delivered by electronic mail (other than if you are sending a notice to Groupon for the purpose of legal process) or by pre-paid post. Any notice Groupon sends to you will be to the address you supplied to Groupon when you registered for your Groupon account. You can send any notice to Groupon at the registered office address as set out in section 1.2.

9.3 If any provision of these Terms of Sale should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of these Terms of Sale are not affected. Such invalid or unenforceable provision shall be replaced by a valid and enforceable provision which most closely achieves the economic effect contemplated by the invalid or unenforceable provision.

9.4 We will do our best to resolve any disputes about these Terms of Sale. If you wish to bring a legal claim against us, you must do so within the United Kingdom (and English courts shall have the exclusive jurisdiction for your legal claim). If you live in England and Wales, the laws of England shall apply; if you live in Scotland, then Scottish law shall apply; if you live in Northern Ireland, then Northern Irish law shall apply. The previous sentence applies to all non-contractual relationships between you and us. The parties also agree that the United Nations Convention for the International Sale of Goods does not apply to this transaction.