



## MEMBERSHIP TERMS & CONDITIONS

### Please read and keep these Membership Terms & Conditions:

- 1 You agree to abide by Blockbuster Entertainment Limited's ("Blockbuster") Membership Terms and Conditions as set out below.
- 2 Membership only applies to the Blockbuster store where you became a member ("Base Store"). To rent any rental item, you and/or the Authorised Renter(s) must present a valid Blockbuster membership card to the Base Store. You and/or the Authorised Renter may only rent items at the Base Store and you must return all items to the Base Store. You and/or the Authorised Renter(s) may not rent any items at any other Blockbuster store with your membership card. You and/or the Authorised Renter(s) may rent as many items as the Base Store permits. Blockbuster reserves the right to refuse to rent any rental item to you and/or any Authorised Renter(s) without a valid Blockbuster membership card.
3. You must notify the Base Store if you change your address. All correspondence will be deemed to be served if posted to the address last notified to Blockbuster. You may be liable for all charges if your address is not updated.
4. Should any or all of the membership cards issued under this application be lost or stolen at any time, it will be your responsibility to notify the Base Store. If you fail to notify the Base Store within 48 hours of the loss or theft you will become liable for any and all charges and amounts due on the account.
- 5 You accept full liability for any and all charges and amounts due to Blockbuster which are attributable to the use by you and/or any Authorised Renter(s) of any or all membership cards issued under this application whether such use occurred with or without your knowledge or approval.
- 6 You authorise Blockbuster to charge your current credit/debit card account in order to recover all charges and amounts due and owing to Blockbuster including but not limited to extra night option fees (fees as displayed in store that are charged when a rental item is not returned to the Base Store on time), rental item replacement and repair costs, malicious damage, call out fees pursuant to Clause 13, dishonoured cheques and reasonable legal costs incurred in connection with the recovery of all outstanding charges and amounts owing by you and/or any Authorised Renter(s).
- 7 If you and/or the Authorised Renter(s) fail to return any rental item(s) prior to close of business on the due day, you will be charged extra night option fees for every day the rental item(s) is overdue up to a maximum of 15 days.
- 8 If having returned the rental item(s) after the due date you and/or the Authorised Renter fail to pay any extra night option fees and the balance is £5 or more, Blockbuster will contact you to remind you to pay the extra night option fees as soon as possible and to inform you that your current credit/debit card account will be charged unless you and/or the Authorised Renter(s) pay the extra night option fees by the date specified by Blockbuster.
- 9 If you and/or the Authorised Renter(s) fail to return any rental item(s), Blockbuster will contact you to remind you to return the rental item(s) to the Base Store and pay the resulting extra night option fees as soon as possible. If the rental items are not returned to the Base Store by the date specified Blockbuster will contact you again to inform you that your current credit/debit card account will be charged an amount equal to:
  - 9.1 the replacement cost of the rental item(s); and
  - 9.2 the extra night option fees subject to a maximum of 15 days after the due date.
- 10 In the event that any item(s) rented are lost or stolen while in your possession, you will be liable for the replacement cost for the item(s). You will also be liable for any extra night option fees until item(s) are reported as lost or stolen to the Base Store.
- 11 You agree to return any rental item(s) in the same condition as when hired out and in the Blockbuster sleeve. If malicious or accidental damage is caused to any rental item whilst rented to you and/or any Authorised Renter(s), Blockbuster will on notifying you, charge your current credit/debit card with an amount equal to the replacement or repair cost of the rental item(s) and any extra night option fees, subject to a maximum of 15 days, incurred as a result of late return.
- 12 If you do not have a credit/debit card or your credit/debit card has expired or is not authorised, Blockbuster may instruct a credit agency in order to recover all charges and amounts due and owing by you to Blockbuster, including but not limited to the charges and amounts set out in Clauses 6, 8, 9, 10, 11 and 13. You will not be able to rent further items until the account has been cleared.
- 13 If you or the Authorised Renter(s) think that your or their VCR, DVD player or games console has been damaged by an item supplied by Blockbuster, you should contact the Base Store. You will be given a form to complete to arrange for an authorised engineer to assess the damage. If the engineer is of the opinion that the damage was not caused by the item supplied by Blockbuster, you will be charged the call-out fee indicated on the form. You may still instruct the authorised engineer to repair your or the Authorised Renter's VCR, DVD player or games console at your own cost and risk. If the engineer is of the opinion that the damage has been caused by a Blockbuster rental item, the engineer will repair your or the Authorised Renter's VCR, DVD player or games console free of charge. No replacement machine will be made available in its absence.
- 14 Blockbuster reserves the right to cancel your membership at any time:
  - 14.1 by giving 30 days notice in writing to you; or
  - 14.2 without notice if Blockbuster reasonably considers that there is a genuine reason to discontinue the membership such as, for example, fraudulent abuse or damage to rental items.
- 15 You may give notice to the Base Store to cancel your membership at any time provided that all charges and amounts due and owing to Blockbuster on your account have been paid.
- 16 If you and/or the Authorised Renter(s) do not rent any rental item for a period of ten months, your membership may terminate automatically and you may have to rejoin.
- 17 After your membership is terminated for any reason you will still be personally liable to pay all amounts which are due and owing (or may become due and owing) to Blockbuster in connection with your membership.

Registered address: Blockbuster Entertainment Limited. Harefield Place, Uxbridge, Middlesex, UB10 8AQ.

## DATA PROTECTION STATEMENT

Blockbuster may collect and use information about you, any Authorised Renters and/or any Authorised Traders and any transactions resulting from your membership ("Your Information") for the purposes of managing your membership, carrying out and improving its services including market research, crime prevention and (unless you indicate otherwise) to contact you with news and offers. Blockbuster may share Your Information within the Blockbuster Group in the UK and abroad (including outside the EEA) and disclose it to its agents, successors in title, authorities and law enforcement bodies. You authorise such collection, use and disclosure. Where you have provided Blockbuster with personal information concerning Authorised Renters and Authorised Traders, you confirm that you have the consent of such individuals to Blockbuster's collection, use and disclosure of their personal information for the same purposes.

## TRADE-IN TERMS & CONDITIONS

### Please read and keep these Trade-in Terms & Conditions:

1. By authorising Blockbuster to activate your Blockbuster membership account ("your account") for the trade-in of goods, you agree to these Trade-in Terms and Conditions and any additional trade-in terms and conditions posted in or available at the Base Store.
2. You understand and agree that all the Blockbuster Membership Terms and Conditions continue to apply to your account and that any undefined capitalised terms used in these Trade-in Terms and Conditions have the same meanings as stated in the Blockbuster Membership Terms and Conditions.
3. You agree and confirm that you are over 18 years of age, and are the primary account holder of your account.
4. You authorise Blockbuster to activate your account so that certain new and used goods described below ("Goods"), may be traded on your account by you or the persons you have designated to be Authorised Traders on your account.
5. You understand that each individual listed as an Authorised Trader must also be an Authorised Renter on your account, and you must add any individuals who are not currently Authorised Renters to your account before they can become Authorised Traders. If any Authorised Trader is under the legal age of 18, you represent that you are the parent or legal guardian of such minor. You give your express consent for such minor to trade-in Goods on your account (subject to local laws), and hereby consent to each trade transaction on your account by any such minor.

"Goods" means one or more of the following: (a) pre-recorded DVDs; (b) interactive games software; (c) games hardware; (d) games accessories; (e) other consumer goods designated by Blockbuster from time to time as eligible for trade-in at the Base Store. The specific type of Goods available for trade-in will vary among Blockbuster stores.
6. You are solely responsible and liable for all Goods that are traded on your account whether by you or by an Authorised Trader. On behalf of all Authorised Traders and yourself, you represent and warrant that (a) neither you nor any Authorised Trader has perpetrated any fraud or deception in trading-in Goods on your account; (b) neither you nor any Authorised Trader has stolen, embezzled or converted the Goods that you and/or any Authorised Trader are attempting to trade-in or are trading-in on your account; (c) neither you nor any Authorised Trader has illegally copied the Goods that you and/or any Authorised Trader are attempting to trade-in or are trading-in on your account; (d) the Goods are in their original, commercially released form and neither you nor any Authorised Trader has altered the content of the Goods in any way; and (e) you and/or any Authorised Trader have good title in and to the Goods, free and clear of any security interest or other encumbrance or lien. You understand that Blockbuster will rely on the accuracy of these statements for each trade-in transaction that takes place on your account as though made at the time of the transaction, and that it is your responsibility to notify Blockbuster if for any reason these statements become untrue. You agree that you are responsible for any claims, costs, or damages of any kind that may be brought against or incurred by Blockbuster, persons acting on Blockbuster's behalf, and all other parties in interest as a result of trade-in transactions on your account, and will pay such amounts on request.
7. You agree that if you or an Authorised Trader trade in faulty Goods, you and/or any Authorised Trader may be refused the right to continue to trade on your account, and that if you or an Authorised Trader attempt to trade in illegally copied items, you and all Authorised Traders will be refused the right to continue to trade on your account.
8. When you or an Authorised Trader trade a Good, you or the Authorised Trader, as the case may be, are conveying all rights and ownership in the Good to Blockbuster. All trades on your account are FINAL and cannot be reversed. Under no circumstances will specific Goods traded by you or any Authorised Trader be returned to you or any Authorised Trader. The trade-in value that Blockbuster assigns to any Good traded-in on your account (which amount may be two differing amounts for either a cash price or a store credit) is determined by Blockbuster in its sole discretion and may vary based on the condition of and demand for a Good. Blockbuster may, in its sole discretion, elect not to buy a particular Good at any time prior to the completion of the trade-in transaction. Blockbuster may also impose other limits or conditions on trade-in transactions, including limiting the quantities accepted.
9. Blockbuster may, at its sole discretion, offer either a cash price or a store credit, each having a different amount and value than the other, for Goods. If you or any Authorised Trader accept the applicable cash price value assigned to any Good and the trade-in transaction is completed, you or the Authorised Trader will receive such total cash price assigned to any Good. If you or any Authorised Trader accept the applicable store credit value assigned to any Good and the trade-in transaction is completed, you or the Authorised Trader will have the total store credit assigned to such Good credited to your account (the "Account Credit"). If you or an Authorised Trader elect to receive Account Credit, any Account Credit placed on your account will only be available at the Base Store. Any such Account Credit will automatically be applied to any unpaid balance on your account including, without limitation, extra night option fees (where applicable), or charges for non-returned rental products. The Account Credit (if any remains after applying to any unpaid balance on your account) will be applied to the immediately subsequent transaction(s) on your account, and will be available for use by any Authorised Renter on your account. Account Credit is subject to Blockbuster's policies on store credits in effect from time to time. **You acknowledge that any Account Credit that remains unused for a period of 12 months or more will be deleted from your account.**
10. You understand that Blockbuster will rely upon this Agreement with respect to any Goods that are traded-in on your account regardless of whether such trade-ins are conducted by you or any Authorised Trader. You understand and agree that Blockbuster may change these Trade-in Terms and Conditions of this Agreement and/or the Trade-in programme at any time and without notice, including discontinuing the Trade-in programme.
11. To fairly resolve any dispute between Blockbuster and you regarding your Blockbuster membership, your account, fees, any transactions with Blockbuster, or any Blockbuster policies, you and Blockbuster agree that any claims of these types shall be settled exclusively through the Small Claims Court procedure. Because this method of dispute resolution is simple, personal and individual, you further agree that you will not participate in a class action for any claims arising in connection with this Agreement.