

AFTER LIFE

After Life Experience - Terms of Use (June 2021)

1 INTRODUCTION

- 1.1 The Royal National Theatre (**National Theatre**) and Headlong Limited (**Headlong**) in conjunction with Coney Limited (**Coney**) (together **We, Us and Our**) present **After Life Experience**. The After Life Experience is an umbrella title for two companion pieces that we have created to accompany After Life, a play by Jack Thorne based on an original Japanese film, co-produced by Headlong and the National Theatre (the **Production**). The Production is about an afterlife where the newly departed have to make a choice of any memory from their life in which to spend eternity.
- 1.2 The After Life Experience: **The Facilitation** is an online interactive experience that offers audience members (**You and Your**) a rich and meaningful experience of choosing a memory from their life. As part of the After Life Experience You are invited to leave an audio recording describing Your chosen memory (**Your Memory**). The After Life Experience is provided via Coney's website at <http://www.afterlifeexperience.org> (the **Website**).
- 1.3 The After Life Experience: **The Archive** is the second companion piece and allows You to listen to audio recordings of people recounting their chosen memory. **If You leave an audio recording of Your Memory, it may be included in The Archive.**
- 1.4 If You wish to take part in the After Life Experience You must read, understand and agree to these Terms of Use including:
- the Privacy Policy; and
 - the Cookie Policy;
- which can all be found at the Website.

If You do not agree to these Terms of Use, Privacy Policy and Cookie Policy, please do not access or use the After Life Experience/Website.

If You do not want Your Memory to be considered for and potentially included in The Archive, please do not leave an audio recording describing Your Memory.

- 1.5 We only provide the After Life Experience/Website for private use of individual users and not for corporate use.
- 1.6 We may update the After Life Experience/Website to implement technical adjustments or make improvements. Any new features that are added to the then current After Life Experience/Website, shall be subject to these Terms of Use.

2 CONTACT US

If You have any questions about these Terms of Use, please contact Us at afterlife@nationaltheatre.org.uk.

3 AGE REQUIREMENTS

In order to access and use the After Life Experience/Website You must be 16 years of age or over.

4 MEMORIES

- 4.1 If You choose to record Your Memory as part of the After Life Experience, You are giving Us permission to:
- 4.1.1 Use Your Memory in The Archive. The Archive will be available to members of the public and accessible online worldwide.

- 4.1.2 Edit Your Memory so that We can enhance the sound of the recording and/or so that we can remove any information that might identify You. We will not change the meaning or substance of Your Memory.
- 4.2 We are under no obligation to use Your Memory and cannot guarantee that it will be included in The Archive.
- 4.3 If You decide to record Your Memory as part of the After Life Experience, We ask You to provide Us with Your name and email address (**Your Details**). We use Your Details to:
 - 4.3.1 allow us to identify Your Memory; and
 - 4.3.2 respond to any requests You make for further information about Our use of Your Memory.
- 4.4 Further information on how We use Your Details and Your Memory are set out in the Privacy Policy which can be found on the Website.

5 ACCEPTABLE USE

- 5.1 We welcome feedback and corrections to afterlife@nationaltheatre.org.uk. It is helpful to Us if You can provide references for any suggested corrections.
- 5.2 **Participant information** means any information (including without limitation Your Memory and Your Details) which You provide to Us through the Website or as part of the After Life Experience. You must ensure that any Participant Information which You record and/or transmit through The After Life Experience/Website is Yours.
- 5.3 You are solely responsible for all Participant Information that You provide and (subject to Clause 13 (Limitation and Exclusion of Liability)) We can accept no responsibility for any loss or damage of any kind incurred as a result of any Participant Information that You provide.
- 5.4 By providing Participant Information, You grant to Us (subject to the Privacy Policy below):
 - 5.4.1 a licence to use Your name and email address for the identification of Your Memory for internal purposes; and
 - 5.4.2 a licence to record, use and store Your Memory, in whole or in part. This includes using Your Memory as part of The Archive. The Archive will be online and accessible by the public anywhere in the world.
- 5.5 We may actively monitor Participant Information provided via the After Life Experience/Website and We reserve the right to delete any Participant Information that is deemed by Us (in our absolute opinion) to be inappropriate or unlawful.
- 5.6 You agree that We may preserve Participant Information (and may also disclose Participant Information) if required to do so by law, or in the good faith belief that such preservation or disclosure is reasonably necessary to:
 - 5.6.1 comply with legal process;
 - 5.6.2 enforce these Terms of Use;
 - 5.6.3 respond to claims that any Participant Information violates the rights of third parties; or
 - 5.6.4 protect the rights, property, or personal safety of Us, Our participants and the general public.

6 UNACCEPTABLE USE

- 6.1 You will make sure that the Participant Information which You provide and Your use of the After Life Experience/Website:
 - 6.1.1 does not breach, violate or infringe in any way upon the intellectual property rights of any third party;

- 6.1.2 does not knowingly or negligently cause harm to minors in any way;
 - 6.1.3 will not intimidate, stalk, mock, lambast, scare, pervert, or otherwise harass another individual;
 - 6.1.4 will not be used to intentionally or unintentionally contravene or in any way not comply with regional, national and international law;
 - 6.1.5 will not be used to forge headers or otherwise manipulate any content transmitted through the After Life Experience/Website in order to disguise its origin;
 - 6.1.6 will not overburden, damage or impair the operation of the After Life Experience/Website;
 - 6.1.7 will not be used as a forwarding service to another website; and
 - 6.1.8 will not harvest or collect email addresses or other personal information from other participants for any purpose whatsoever, including but not limited to sending unsolicited emails or messages.
- 6.2 You must not misuse the After Life Experience/Website by knowingly or negligently introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.
 - 6.3 You must not attempt to gain unauthorised access to the After Life Experience/Website or to the server(s) on which the After Life Experience/Website are stored or any server, computer or database connected to the After Life Experience/Website.
 - 6.4 You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.
 - 6.5 By breaching this Clause **Error! Reference source not found.**, You would commit a criminal offence under the Computer Misuse Act and possibly other legislation. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use the After Life Experience/Website will cease immediately.
 - 6.6 You must not use the After Life Experience/Website for any commercial or business purposes.

7 PRIVACY POLICY AND COOKIE POLICY

- 7.1 We take Your privacy very seriously. Any personal information You submit to Us when setting up an Account shall be subject to Our Privacy Policy and Cookie Policy.
- 7.2 By accessing and using the After Life Experience/Website You are giving both initial and ongoing consent to the collection and use by Us of this information (subject always to the Privacy Policy and the Cookie Policy).

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 We (or Our licensors) own all intellectual property rights in:
 - 8.1.1 the Website; and
 - 8.1.2 all of the content available through the After Life Experience (**Our Content**).
- 8.2 All Participant Information that You provide through the Website is owned by You (**Your Content**).
- 8.3 You are expressly prohibited from using the After Life Experience/Website and/or Our Content except where We grant You (and You comply with) a licence (in accordance with Clause 9 below).
- 8.4 Our names and logos are Our registered (and/or pending) trademarks. To the extent that there are trademarks or logos from other organisations on the Website, they are the trademarks and logos of those respective organisations. You are granted no general right or commercial licence with respect to Our trademarks and logos or of the trademarks or logos of those other organisations.

9 YOUR LICENCE

- 9.1 Subject to Your ongoing compliance with these Terms of Use, We grant You a limited, personal, non-transferable, non-sublicensable, worldwide and non-exclusive licence to use the Website and Our Content for the exclusive purpose of using the After Life Experience for Your own personal, non-commercial use (**Your Limited Licence**).
- 9.2 It is a condition of Your Limited Licence that, except where permitted under applicable law, You do not (and do not allow any third party to) copy, modify, create a derivative work from, sell, rent, lease, loan, assign, sublicense, grant a security interest in or otherwise transfer any right in Our Content.
- 9.3 You shall not access the After Life Experience/Website by any means other than through the interfaces that are provided by Us.

10 THIRD-PARTY CONTENT AND LINKS TO THIRD-PARTY WEBSITES

- 10.1 The Website may contain links to third party websites and third-party content (**Third Party Websites and Content**).
- 10.2 We do not endorse, sponsor, recommend, or otherwise accept responsibility for any Third Party Websites and Content. In addition, Third Party Websites and Content are not under Our control and We are not responsible for the content or privacy practices of the Third Party Websites, including, without limitation, links contained on Third Party Websites or any changes or updates to Third Party Websites.
- 10.3 We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through Third Party Websites.

11 FEES

Our Content is provided free of charge unless specifically stated otherwise.

12 NO REPRESENTATIONS AND WARRANTIES

- 12.1 We do not guarantee that the After Life Experience/Website, or Our Content, will always be available, uninterrupted and/or free from bugs or viruses.
- 12.2 You are responsible for configuring Your technology platform to access the After Life Experience/Website .
- 12.3 We may suspend or withdraw or restrict the availability of all or any part of the After Life Experience/Website for business and operational reasons. We will try to give You reasonable notice of any suspension or withdrawal, but this may not be possible.
- 12.4 The After Life Experience/Website are provided “as is” and You use the After Life Experience/Website at Your own risk.
- 12.5 To the fullest extent permitted by applicable law, We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to any implied warranties of fitness of the After Life Experience/Website for a particular purpose.
- 12.6 Access to the After Life Experience/Website may be slow, limited or unavailable during periods of peak demand, system upgrades, malfunctions or scheduled or unscheduled maintenance, or for any other reason beyond Our reasonable control.

13 LIMITATION AND EXCLUSION OF LIABILITY

- 13.1 **Unlimited Liability:** Nothing in these Terms of Use excludes or limits (nor will be deemed to exclude or limit) either Your or Our liability for death or serious injury caused (respectively) by Your or Our actions or negligence; nor for fraud or fraudulent misrepresentation by either You or Us.

- 13.2 **Exclusion of Liability:** Subject to Clause 13.1, We are not and shall not be liable to You or to any third party for any damages, including but not limited to loss of profit, inaccurate results, loss or corruption of Your Content or any data, Our Content being inaccurate, the cost of recovering any data or Your Content, inability to access the After Life Experience/Website, the cost of substitute services, claims by third parties for any damage to computers, software, modems, telephones or any other property, indirect, incidental, special, consequential or exemplary damages, even where We have been advised of the possibility of such damages.
- 13.3 **Limitation of Liability:** Where liability is not otherwise accepted under Clause 13.1 or excluded under Clause 13.2 above, You shall not be entitled to any damages of any kind.
- 13.4 You release us from all claims, demands and damages of any kind or nature arising out of or in any way connected with any dispute between You and any other user of the After Life Experience/Website.

14 GENERAL TERMS

- 14.1 These Terms of Use are governed by the laws of England and Wales. All legal proceedings will be exclusively subject to the jurisdiction of the courts of England and Wales.
- 14.2 Under these Terms of Use, no person other than Us and You shall have any rights in relation to Your access and/or use of the After Life Experience/Website provided that Our third party licensors may take action against You to enforce any infringement of their intellectual property rights or other rights.
- 14.3 If We do not exercise or enforce any rights or provision under these Terms of Use, this shall not constitute a waiver of such rights or provisions. If any provision of these Terms of Use are found by a court of competent jurisdiction to be invalid, the courts nevertheless should endeavour to give effect to the Parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.
- 14.4 These Terms of Use represent the entire understanding between Us and You and they supersede any previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, between Us and You.

15 CHANGES TO OUR TERMS OF USE

We may change these Terms of Use and We will post an updated version on the Website on each occasion. By continuing to use the After Life Experience/Website or providing Us with information after We have posted an updated Terms of Use, You consent to the revised Terms of Use.