

Terms and Conditions – Pitch & Shout The Community

1. Definitions and Interpretation

- Pitch & Shout, we, us, our: Pitch & Shout operated by Amy Merrywest.
- Membership: The paid subscription-based access to our community, content, sessions and related services as described in these Terms.
- Member, you, your: The individual or business representative who purchases and/or accesses the Membership.
- Platforms: Third-party services used to deliver the Membership, including Facebook, Zoom and email.
- Journalists: Media professionals who may be granted complimentary access at our discretion. Headings are for convenience only and do not affect interpretation.

About the Membership

2.1 The Membership is provided under the Pitch & Shout brand. Community interactions are hosted on the Platforms. The Platforms are operated by third parties; we do not control their availability or functionality.

2. 2.2 Journalists may be granted complimentary access at our discretion. Experts and business owners access the Membership on a paid, subscription basis.

Advice, Outcomes and Editorial Discretion

3.1 Any guidance, training or information provided by us, Olivia Petter, or guest speakers is for general information and education only and does not constitute legal, financial, medical or other professional advice. You remain solely responsible for your decisions and actions.

3.2 Editorial discretion always applies. Media outlets and journalists determine whether and how to publish or broadcast content. We do not guarantee publication, coverage, interviews, bookings, commissions, introductions, or any income or commercial outcome.

3. 3.3 We accept no responsibility or liability for outcomes arising from your responses to press requests or from any contact or engagement you have with journalists or media outlets.

Events, Speakers and Recordings

4.1 We may amend the timing, format and lineup of sessions (including sessions with Olivia Petter) at our reasonable discretion. Where changes occur, we will use reasonable efforts to provide equal or greater value.

4. 4.2 Live sessions may be recorded. By attending, you consent to audio and/or video recording. You may switch off your camera and microphone if you prefer not to be recorded. Replays may be provided at our discretion and are not guaranteed.

Pricing, Billing and Renewals

5.1 Price-Lock (Join Price). The price you pay when you first join (your “Join Price”) will remain fixed for the lifetime of your continuous, uninterrupted Membership. We will not increase your Join Price while your Membership remains active. If you cancel (or your Membership lapses due to non-payment) and later re-join, the then-current price will apply and will become your new Join Price.

5.2 Founders Rate. Members who join at the founders rate of £4.99 per month and maintain continuous Membership will retain that rate for the lifetime of their Membership.

5.3 Prices for New Joiners. We may increase the price offered to new Members from time to time. Any such change will not affect the Join Price of existing Members who maintain continuous Membership.

5.4 Auto-Renewal. The Membership renews monthly on a recurring basis until cancelled in accordance with clause 6. By joining, you authorise recurring billing to the payment method you provide.

5. 5.5 Failed Payments. If a payment fails, we may retry the charge and/or suspend or restrict access until payment is received. We do not provide access for unpaid periods.

Cancellations and Refunds

6.1 You may cancel at any time via the members area (Cancel Membership) or by emailing amy@pitchandshout.co.uk. We will process cancellations within seven (7) days of receipt.

6.2 You will retain access until the end of your current paid billing month. We do not pro-rate fees or provide partial refunds for unused time.

6. 6.3 If an annual plan is offered: cancellation stops the next annual renewal. No partial refunds are provided for any remaining portion of the then-current paid year.

Press Requests, Confidentiality and Non-Sharing

7.1 Press requests posted in the group or distributed via our daily email round-ups are confidential to Members. You must not forward, screenshot, copy, scrape, publish, or otherwise share such requests outside the Membership.

7.2 If a request suits a non-member, you may share our public sign-up link for them to join the Membership.

7. 7.3 Conversations and content within the group are private to the Membership. You must not screenshot or externally share interactions between Members and/or Journalists.

Community Conduct and Fair Use

8.1 You must act respectfully at all times. Harassment, hate speech, spam, or unlawful content is prohibited.

8.2 No cold direct messages to Members or Journalists unless you are expressly invited. No solicitation for competing communities, programmes or services inside the group.

8.3 Experts may post one (1) pitch/story per calendar month (or as subsequently updated in the group rules). We may moderate, edit or remove posts to maintain quality and relevance.

8. 8.4 The group is intended for Journalists and experts only. PRs must not pitch on behalf of clients.

Intellectual Property and Use of Materials

9.1 Licence to Use Membership Materials. Subject to your compliance with these Terms and while your Membership remains active, we grant you a limited, revocable, non-exclusive, non-transferable licence to access and use the Membership materials (including templates, trainings and replays) for your own internal business use. You must not share, sell, sub-license, distribute, publicly display, or use the materials to create products, courses, memberships or resource libraries for others. When your Membership ends, this licence ends: you must stop using the materials and delete stored copies. You may retain and continue to use work product you created using the materials (for example, your completed pitches, PR plans and angles), provided such work product does not include our templates or content in a reusable form.

9.2 Ownership. All Membership content, templates and materials are our intellectual property (or used under licence). No rights are granted to you other than those expressly set out in these Terms.

9. 9.3 Member Contributions. You grant us a non-exclusive, royalty-free, worldwide licence to use, reproduce and communicate your contributions (including comments

and questions during sessions) for replays and internal training within the Membership.

Relationship with Journalists and Third Parties

10.1 Journalists are independent third parties. Any communications, interviews, agreements or publications involving a journalist or media outlet are between you and that third party.

10.10.2 We are not a party to any such arrangements and accept no responsibility or liability for any third-party acts or omissions.

Privacy and Data Protection (UK GDPR)

11.1 We comply with UK GDPR and the Data Protection Act 2018. We process your personal data to administer your Membership, deliver services, and communicate updates relevant to the Membership.

11.11.2 For details of our data processing and your rights, please see our Privacy Policy or contact amy@pitchandshout.co.uk.

Platform Availability and Changes

12.1 The Membership is delivered via the Platforms (including Facebook, Zoom and email). Outages, changes or interruptions may occur that are outside our control.

12.12.2 We will take reasonable steps to minimise disruption and provide alternatives where practical, but we do not guarantee uninterrupted access.

Suspension or Termination by Us

13.13.1 We may suspend or terminate your access to the Membership (without refund) where you breach these Terms, the group rules, or engage in unlawful, abusive, or otherwise unacceptable behaviour.

Changes to these Terms

14.14.1 We may update these Terms from time to time. We will notify you of material changes (for example, by email or via an in-group announcement). Continued access to or use of the Membership after changes take effect constitutes acceptance of the updated Terms.

No Minimum Term; Entire Agreement; Governing Law and Jurisdiction

15.1 There is no minimum term. You may cancel at any time in accordance with clause 6.

15.2 These Terms constitute the entire agreement between you and Pitch & Shout in relation to the Membership and supersede all prior discussions, understandings or agreements regarding the same subject matter.

15.15.3 These Terms and any non-contractual obligations arising out of or in connection with them are governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.

Contact

Pitch & Shout – Amy Merrywest

Email: amy@pitchandshout.co.uk