

TERMS OF SERVICE

TERMS & CONDITIONS

PART 1: GENERAL TERMS AND CONDITIONS

1. INFORMATION ABOUT US

We operate the website www.thecocktailsociety.uk (the “site”). We are The Cocktail Service Ltd (the “company”) a company registered in England and Wales under company number 06909785 and with our registered office at Unit 3, Woodgrove Farm, Fulbrook Hill, Fulbrook, Oxon, OX18 4BH.

2. CONTACTING US

- 2.1 You can contact us using any of the following methods: email us at hello@thecocktailsociety.uk. Alternatively, you can call us on (+44) 01865 251 431
- 2.2 If you are contacting us to cancel a Contract in accordance with your legal right to do so as set out in *Clause 8*, the easiest way to do this is to e-mail hello@thecocktailsociety.uk. If you are emailing, please include details of your order to help us to identify it. If you send your cancellation notice by e-mail, then your cancellation is effective from the date you send the e-mail.
- 2.3 If we have to contact you or give you notice in writing, we will do so by e-mail.

3. HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy, as it includes important terms which apply to you.

4. AGE REQUIREMENTS

- 4.1 You must be of the legal drinking age in your country, province or state of residence (18 years or older in the UK) to use this site and/or purchase Products or Subscriptions.
- 4.2 We are not allowed by law to supply Products or Subscriptions to you if you do not satisfy legal age requirements. If you are underage, please do not attempt to order these Products through our site and cease to use the site immediately.

5. OUR RIGHT TO VARY THESE TERMS

- 5.1 We amend these Terms from time to time and your continued use of the site or subscription service following any changes shall be deemed to be your acceptance of such change. These terms were most recently updated on 30th March 2021.
- 5.2 Every time you order Products from us, the Terms in force at the time of your order will apply to the Contract between you and us. You should print a copy of these Terms or save them to your computer for future reference.
- 5.3 We may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements. If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Products or just the Products you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received, and we will arrange a full refund of the price you have paid, including any delivery charges.

PART 2: TERMS AND CONDITIONS RELATING TO THE SALE OF PRODUCTS

This section of the Terms will apply to any contract between us for the sale of Products to you ("**Contract**"). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products from our site.

These Terms apply to you as a consumer, which is a private individual purchasing goods from us. They do not apply if you are acting as a trade customer (in other words, you are a business which is purchasing goods from us, regardless of whether you are registered with us as a trade customer).

6. OUR PRODUCTS

- 6.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the Products. Your Products may vary slightly from those images.
- 6.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions, and measurements indicated on our site have a 5% tolerance.
- 6.3 The packaging of the Products may vary from that shown on images on our site.
- 6.4 We reserve the right to change or withdraw products offered by us and that are displayed on our site without notice.

7. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 7.1 Our shopping pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.
- 7.2 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in *Clause 7.3*.
- 7.3 We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched ("**Dispatch Confirmation**"). The Contract between us will only be formed when we send you the Dispatch Confirmation. You are entitled to amend your order after it has been placed but before the Dispatch Confirmation is sent. If you wish to amend your order, please email hello@thecocktailsociety.uk.
- 7.4 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site as referred to in *Clause 12.5*, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.

8. YOUR CONSUMER RIGHT OF RETURN AND REFUND

- 8.1 You have a legal right to cancel a Contract during the period set out below in *Clause 8.3*. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.
- 8.2 However, this cancellation right does not apply in the case of personalised Products.

- 8.3 Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order), which is when the Contract between us is formed. **Your Contract for a single product** (which is not delivered in instalments on separate days) is the end of **14 days** after the day on which you receive the Product.
- 8.4 To cancel a Contract, you just need to let us know that you have decided to cancel using the method set out at *Clause 2*. If you are e-mailing, please include details of your order to help us identify it. If you send your cancellation notice by e-mail, then your cancellation is effective from the date you send the e-mail.
- 8.5 If you cancel your Contract we will:
- 8.5.1 refund you the price you paid for the Products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods if this has been caused by your handling them in a way which would not be permitted in a shop (for example if you open the packaging). If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
 - 8.5.2 make any refunds due to you as soon as possible and in any event within 14 days after the day on which we receive the Product back from you.
 - 8.5.3 we will refund you on the payment method used by you to pay. If you used vouchers to pay for the Product, we may refund you in vouchers.
- 8.6 If a Product has been delivered to you before you decide to cancel your Contract:
- 8.6.4 then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract; and
 - 8.6.5 unless the Product is faulty or not as described (in this case, see *Clause 10*), you will be responsible for the cost of returning the Products.

9. SUBSCRIPTION PRODUCTS

- 9.1 By purchasing a subscription product, you acknowledge that your subscription has an initial and recurring payment feature, and you accept responsibility for all recurring charges prior to cancellation. Your subscription will be automatically extended for successive monthly or quarterly periods, at the original subscription rate.
- 9.2 Your payment method will be charged on the 1st of every calendar month. Any subscription cancellations need to be done prior to the 1st of the month. To cancel your subscription at any time, you must email us at hello@thecocktailsociety.uk We will respond to you in a timely manner with confirmation of your cancellation. If you cancel, you may use your subscription until the end of the month.
- 9.3 The Company will not refund any subscription products for a month in which the subscription box has already been sent.
- 9.4 Gift subscriptions may not be cancelled.
- 9.5 We reserve the right to revoke your subscription at any time as a result of a violation of these Terms or the Privacy Policy.

10. NON-CONFORMING GOODS

- 10.1 Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are set out below and are in addition to your right of return and refund in *Clause 8* above or anything else in these Terms.

- 10.2 If you receive a Product that is faulty or mis-described you have a legal right to reject the Product or request a repair or replacement. If you wish to reject the Product or request a repair or replacement you will need to contact us. You have 30 days from the date of delivery of the Product in which to contact us to reject or request a replacement to the faulty or mis-described Product.
- 10.3 If you have requested a repair or replacement to a Product, we will use our best efforts to complete the repair or replacement as soon as possible and with the least inconvenience to you.
- 10.4 If you have returned the Products under this *Clause 10* because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item.
- 10.5 Further advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

11. DELIVERY

- 11.1 We will contact you with an estimated delivery date, which will be within 5 days after the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order). Occasionally our delivery to you may be affected by an Event Outside Our Control. See *Clause 16* for our responsibilities when this happens.
- 11.2 If no one is available at your address to take delivery, the delivery driver may attempt to leave it in a safe place or with a neighbour. If this is not possible, a card will be left with details of any rescheduled delivery date (if applicable) or alternatively how to collect or rearrange your delivery. Should any order be returned to us and you made no attempt to contact us or the courier regarding delivery, we will be entitled to charge a standard delivery charge to re-send the order.
- 11.3 Delivery of an Order shall be completed when we deliver the Products to the address you gave (or other address in accordance with *Clause 11.2*) and the Products will be your responsibility from that time.
- 11.4 You own the Products once we have received payment in full, including all applicable delivery charges.
- 11.5 If we miss the 5-day delivery deadline for any Products then you may cancel your Order straight away if any of the following apply:
 - 11.5.1 we have refused to deliver the Products;
 - 11.5.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - 11.5.3 you told us before we accepted your order that delivery within the delivery deadline was essential.
- 11.6 If you do not wish to cancel your order straight away, or do not have the right to do so under *Clause 11.5*, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your Order if we do not meet the new deadline.
- 11.7 If you do choose to cancel your Order for late delivery under *Clause 11.5* or *Clause 11.6*, you can do so for just some of the Products or all of them, unless splitting them up would significantly reduce their value. If the Products have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. After you cancel your Order we will refund any sums you have paid to us for the cancelled Products and their delivery in accordance with *Clause 8*.

- 11.8 We do not accept any responsibility for delayed or failed delivery of a Product which results from your failure to provide correct address information. If a Product is returned to us because you fail to provide correct address information, we reserve the right to require that you pay additional postage costs (and administration fees and taxes, if applicable) before we re-deliver the Product.

12. PRICE OF PRODUCTS AND DELIVERY CHARGES

- 12.1 The prices of the Products will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However please see *Clause 12.5* for what happens if we discover an error in the price of Product(s) you ordered.
- 12.2 Prices for our Products may change from time to time, but changes will not affect any order you have already placed.
- 12.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.
- 12.4 The price of a Product does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.
- 12.5 Our site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:
- 12.5.1 where the Product's correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Products to you. However, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price; and
- 12.5.2 if the Product's correct price is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

13. DISCOUNTS, VOUCHERS, PROMOTIONS AND GIFT VOUCHERS

- 13.1 Any promotions, discounts or vouchers ("**Offers**") are single use only and not to be used in conjunction with any other Offer unless otherwise stated.
- 13.2 Offers are available only while stock lasts.
- 13.3 Any Offers advertised on our site can only be used on the site.
- 13.4 We do not offer any discounts on gift subscriptions or gift vouchers. Gift vouchers expire 12 months after the date of purchase.
- 13.5 We reserve the right to withdraw or terminate any of our Offers at any time, either as a whole or for specific delivery areas or customers. If this happens, then the Offer may not be used for any orders placed after the date of withdrawal or termination.
- 13.6 We may from time to time run different Offers, with different terms (including amounts, types and expiry dates). We reserve the right to limit the applicability of any particular Offers to specific regions or delivery areas. Different Offers may be run simultaneously but cannot be used in combination with each other unless explicitly allowed.

- 13.7 We reserve the right to reject the use of an Offer where fraud or breach of these Terms is suspected.

14. HOW TO PAY

- 14.1 You can only pay for Products using a debit card, credit card or PayPal. We accept all major credit and debit cards. When you give us your credit or debit card details you are confirming that you are either the card holder, or that you have permission from the card holder to use the card to order from us.
- 14.2 Payment for the Products and all applicable delivery charges is in advance. We charge your debit card or credit card at the point of order.
- 14.3 All payments are managed securely by our trusted third-party payment provider.

15. OUR LIABILITY

- 15.1 If we fail to comply with these Terms or we act negligently, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract. The maximum amount we are liable for is the cost of the Products plus any relevant delivery charges.
- 15.2 We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 15.3 We do not in any way exclude or limit our liability for:
- 15.3.1 death or personal injury caused by our negligence;
 - 15.3.2 fraud or fraudulent misrepresentation.
 - 15.3.3 any other liability which we are not allowed to exclude or limit by law.

16. EVENTS OUTSIDE OUR CONTROL

- 16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in *Clause 16.2*.
- 16.2 An “**Event Outside Our Control**” means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, national or global shortage of products or packaging, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 16.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract we will contact you as soon as reasonably possible to notify you. Our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

- 16.4** You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us in one of the ways set out in *Clause 8.4*. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received, and we will refund the price you have paid, including any delivery charges.
- 16.5** We reserve the right to cancel an order, end a Contract, refuse to deliver a Product and inform law enforcement agencies in circumstances where we consider (acting in our absolute discretion) that you are attempting to obtain a Product using fraudulent means, to commit any other type of fraud or to otherwise break the law or breach these Terms.
- 16.6** References in this *Clause 16* to an Event Outside Our Control do not include any action which you take in order to frustrate or hinder our performance of the Contract. If we consider, acting reasonably, that you are intending to frustrate or hinder our performance of the Contract (or that you have frustrated or hindered that performance), we may (though are not required to) treat the order as cancelled, end the Contract and notify you in writing.

PART 3: TERMS AND CONDITIONS RELATING TO YOUR USE OF THE SITE

This section of the Terms apply to you regardless of whether you are a private individual, a trade customer or other legal entity using the site and regardless of whether or not you purchase Products from the site.

17. ACCEPTANCE OF TERMS AND CONDITIONS

Your access to and use of the site and any Services referred to in *Clause 18*, is subject exclusively to these Terms. You will not use the site or Services for any purpose that is unlawful or prohibited by these Terms. By using the site and/or Services you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms you must immediately stop using the site and any Services.

18. THE SERVICES

- 18.1** The site may provide communication tools such as bulletin boards, forums and/or other message or communication facilities ("**the Services**") designed to enable you to communicate with others. Unless stated otherwise the Services are for your personal and non-commercial use only.
- 18.2** You acknowledge and agree that the Services are public and not private communications.
- 18.3** We may make changes in the information and content included in this site and any time without notice. We shall not be responsible for any detrimental reliance you may place on this site or its contents.

19. SURVEYS AND CONTESTS

From time-to-time our site requests information from users via surveys or contests. Participation in these surveys or contests is completely voluntary and the user therefore has a choice whether or not to disclose this information. Information requested may include contact information (such as name and address) and demographic information (such as postcode and age). Contact information will be used to notify the winners and award prizes. Information disclosed will be used in accordance with our Privacy Policy.

20.ACCEPTABLE USE

- 20.1 You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations, and other materials ("**the Content**"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated. We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the Services, you may be exposed to Content that is offensive and/or indecent. The Company will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.
- 20.2 In using the site and/or Services you agree not to:
- 20.2.1 use this site for anything other than personal, non-commercial use;
 - 20.2.2 you may not modify any part of the site other than as may be reasonably necessary to use the site for its intended purpose;
 - 20.2.3 use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;
 - 20.2.4 post, publish, distribute or disseminate material or information that is defamatory, libellous, obscene, indecent, threatening, abusive, harassing or unlawful;
 - 20.2.5 post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their sex, race, religion, disability, nationality or otherwise;
 - 20.2.6 threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;
 - 20.2.7 use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;
 - 20.2.8 promote the excessive, irresponsible or underage consumption of alcohol;
 - 20.2.9 make available or upload files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another;
 - 20.2.10 collect or store personal information about others, including email addresses;
 - 20.2.11 advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages;
 - 20.2.12 impersonate any person or entity for the purpose of misleading others;
 - 20.2.13 violate any applicable laws or regulations;
 - 20.2.14 use the site or Services in any manner that could damage, disable, overburden or impair the site or Services or interfere with any other party's use and enjoyment of the site or Services;
 - 20.2.15 post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);
 - 20.2.16 attempt to gain access to any of the Services, other accounts, computer systems or networks connected to the site or Services through hacking, password mining or any other mining or any other means.

- 20.3** The data contained on this site belongs to the Company. Users of the site are strictly prohibited from recording any data on the site with automated programs, software, or any other method of web scraping or crawling.
- 20.4** The Company is under no obligation to monitor, screen or sanction the Services but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove at any time and without notice any material that breaches these Terms or is otherwise objectionable.

21. TERMINATION

The Company have the right to terminate your access to any or all of the Services or site at any time, without notice, for any reason, including without limitation, breach of these Terms. The Company may also at any time, at our sole discretion, discontinue the site or Services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the site or Services.

22. LINKS TO THIRD PARTY WEBSITES

The site or Services may include links to third party websites that are controlled and maintained by others. The Company is not, directly or indirectly, implying any approval, association, sponsorship, endorsement or affiliation with the linked site, unless specifically stated therein. You acknowledge and agree that the Company has not reviewed all sites linked to this site and is not responsible for the content or availability of any such sites. You are linking to other off-site pages or other sites is at your own discretion and risk.

23. LINKS FROM THIRD PARTY WEBSITES

- 23.1** You may link to the home page of the site, provided you do so in a way that is fair and legal and does not damage the Company or any of its products reputation or take advantage of it, but you must not establish a link in such a way was to suggest any form of association, approval or endorsement on the company's part where none exists.
- 23.2** You must not establish a link from any website that is not owned by you.

24. INTERNATIONAL USE

You agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the Internet.

25. INTELLECTUAL PROPERTY RIGHTS

- 25.1** The Company is the owner of copyright in this site. Pictures, graphics, text, images of places or people are either the property of the Company or used on this site with permission of the owner of the intellectual property. No portion on this site, including but not limited to the text, images, audio or video, may be used in any manner, or for any purpose, without the Company's express written permission, except if indicated herein.
- 25.2** By entering this site you acknowledge and agree that any name, logo, trademark or service mark contained on this site is owned by the Company and may not be used without prior written approval. Your use of any of these materials is prohibited unless specifically provided for on the site. Without in any way waiving any of the foregoing rights, you may download one copy of the material on this site for your personal, non-commercial home use only, provided you do not delete or change any copyright, trademark or other proprietary notices.

Modification, repostment or use of the material on this site that would damage the reputation of the Company or its partners, or any model or person, violates the Company's legal rights. Any unauthorized use of all, part, or any aspect of the Company's or its partners' Intellectual Property may subject you to penalties or damages, including but not limited to those related to violation of trademarks, copyrights, privacy and publicity rights.

- 25.3 By using this site you acknowledge and agree that any communication or material you transmit to this site, in any manner and for any reason, will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that any ideas, concepts, techniques, procedures, methods, systems, designs, plans, charts, or other materials you submit to the Company through this site will become and remain the Company's property and therefore may be used by the Company anywhere, anytime and for any reason whatsoever, without notice, compensation or any other obligation to you or any other person.

26. INDEMNITY

You agree to indemnify and hold the Company harmless from and against any breach by you of these Terms and any claim or demand brought against the Company by any third party arising out of your use of the site, Services and/or any Content submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by the Company in consequence of your breach of these Terms.

27. DISCLAIMERS AND LIMITATION OF LIABILITY

- 27.1 Use of the site and Services is at your own risk. The site and Services are provided on an "As Is" and "As Available" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 27.2 By entering this site you acknowledge and agree that your use is at your own risk and that this site, its owners, officers, directors, employees, or any of the parties involved in creating, producing, or delivering this site are not liable for any damages whatsoever, including any direct, incidental, consequential, indirect or special damages, or any other losses, costs or expenses of any kind (including legal fees, expert fees, or other disbursements) which may arise, directly or indirectly, regardless of whether or not such liability or damages arise in contract, tort, negligence, equity, statutorily, or otherwise, in any connection with the access to, the use of, or browsing of this site or in connection with any content, information, data, promotions, activities, associated with this site, or in connection with your downloading of any materials, text, data, images, video or audio from this site, including but not limited to anything caused by any transmission defects, viruses, bugs, human action or inaction of any computer system, phone line, hardware, software or program malfunctions, or any other errors, failures or delays in computer transmissions or network connections. You specifically acknowledge that the Company shall not be liable for user submissions to the Services or the defamatory, offensive, or illegal conduct of any third party and the risk of harm or damage from the foregoing rests entirely with you.
- 27.3 The Company makes no warranty that the site or Services will meet your requirements, that Content will be accurate or reliable, that the functionality of the site or Services will be uninterrupted or error free, that defects will be corrected or that the site or Services or the server that makes them available are free of viruses or anything else which may be harmful or destructive.

- 27.4 Nothing in these Terms shall be construed so as to exclude or limit the liability of the Company for death or personal injury as a result of the negligence of the Company.
- 27.5 Nothing in these Terms shall affect your statutory rights as a consumer.

28. TECHNICAL FAILURES

The Company and its agents are not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections or failed, incomplete, corrupted or delayed computer transmissions which may limit a participant's ability to participate in a contest.

PART 4: OTHER IMPORTANT TERMS

29. GENERAL

- 29.1 We may transfer our rights and obligations under a Contract or these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.
- 29.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 29.3 The Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 29.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 29.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 29.6 These Terms, and any Contract between us, are only in the English language and are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.