

## Terms & Conditions

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Visitors to the website are bound by the following terms and conditions. So please read these carefully before going on. Access to particular areas of the Website may be subject to additional and / or different Terms and Conditions to which you must consent in order to use those areas. In this case the additional and / or different Terms and Conditions shall prevail over these Terms and Conditions.

### 1. Use

**1.1 BY ENTERING THE WEBSITE YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS THEN PLEASE LEAVE THE WEBSITE IMMEDIATELY. IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY ALL THE FOLLOWING TERMS PLEASE DO NOT ACCESS AND / OR USE THE SERVICES OF THE WEBSITE.**

**1.2** The Publisher may change these terms at any time by posting changes online. Please review these terms regularly to ensure you are aware of any changes made by the Publisher. Your continued use of the website after changes are posted means you agree to be legally bound by these terms as updated and / or amended.

**1.3** You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use the website's content in any way except for your own personal, non-commercial use. Every use of programmes or scripts for the automatic reading of data, such as Crawlers, is prohibited. You also agree not to adapt, alter or create a derivative work from any content of the website except for your own personal, non-commercial use. Any other use of the whole website's content requires the prior written permission of the Publisher.

**1.4** You agree to use the website only for lawful purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the Website. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within the website.

**1.5** No metatags, hyperlinks or other forms of linkage whatsoever to any other site may be imposed on the website without the prior express written consent of the Publisher.

**1.6** If you knowingly send or infect the Website with a virus, Trojan horse, worm, etc then the Publisher retains the right at its sole discretion to pursue you for all legal fees (including its own and those of any third party), damages and other expenses that may be incurred by it as a result of your actions.

**1.7** You understand that you are personally responsible for your behaviour while on the Website, and agree to indemnify and hold the Publisher, all other companies within the Benefit Media Ltd., their parents, subsidiaries, affiliates, and their officers, directors, employees, agents and service providers harmless from and against any loss, damage, liability, cost or expense of any kind (including legal fees and costs) that they may incur in connection with a third party claim or otherwise, in relation to your use of the Website, access to the Website, your violation of either these Terms and Conditions

or the rights of any third party, disclosure of membership passwords and any other matter in connection with your participation in the services on the Website.

**1.8** Save where specifically indicated otherwise, the Website and its contents are targeted only at EU residents and goods and services offered are available only to EU residents. Any legal proceedings arising as a result of content of or use of the Website shall be subject to the laws of England and Wales.

## **2. Disclaimers and Limitation of Liability**

**2.1** The Publisher accepts no liability in respect of the content of any third party material appearing on the Website or in respect of the content of any other website to which the Website may be linked. The Publisher makes no warranty in respect of the contents of this Website and accepts no liability for any loss or damage whatsoever and however arising whether directly or indirectly as a result of access to and use of this Website including without limitation acting or failing to act in reliance on any information contained herein.

**2.2** The content of the website, including the information, names, images, pictures, movies, logos and icons regarding or relating to the Publisher, its products and services (or to third party products and services), is provided "as is" and on an "is available" basis. To the extent permitted by law, the Publisher excludes all representations and warranties (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

**2.3** Under no circumstances will the Publisher and / or its agents, distributors and suppliers be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of the website regardless of the form of action.

**2.4** The Publisher and / or its agents, distributors and suppliers do not warrant that functions contained in the Website content will be uninterrupted or error free, that defects will be corrected, or that the Publisher or the server(s) that makes it available are free of viruses or bugs.

## **3. Intellectual Property**

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**3.3** No part of the Website or the contents thereof may be reproduced on or transmitted to or stored in any other web site or other form of electronic retrieval system

## **4. Contributions**

**4.1** Where you are invited to submit any contribution to the Website (including without limitation any text, data, photo, graphic, video or audio) you agree, by submitting your contribution, to grant the Benefit Media Ltd. a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and / or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in the Publishers Privacy Policy. If you do not want to grant to the Benefit Media Ltd. the rights set out above, please do not submit your contribution to the website.

**4.2** Further to paragraph 4.1, by submitting your contribution to the Website, you warrant that your contribution is your own original work and that you have the right to make it available to the Benefit Media Ltd. for all the purposes specified above. You warrant that your contribution is not defamatory and does not infringe any law and indemnify the Publisher against all legal fees, damages and other expenses that may be incurred by the Benefit Media Ltd. as a result of your breach of the above warranty. You waive any moral rights in your contribution for the purposes of its submission to and publication on the website and the purposes specified above.

**4.3** Draws concerning contributions on the free pages of the Website are open to EU residents aged 18 or over, who are not members of the chargeable services of the website and excluding employees of Benefit Media Ltd., or any of its subsidiary companies, their families, agents or anyone else connected with the draw. No purchase is necessary for entry. Members of the chargeable services of the website have access to equal contribution related draws after their personal login to the website. The draws will run on our website only. Contributions will only be accepted from entrants who have come through to our website. To enter please follow the instructions for the relevant draw. You may be always asked to send a contribution. The Publisher does not accept responsibility for incomplete messages received or entries not received. Contributions with correct, complete and for the Publisher unknown information qualify you for entry into the free draws. The winner/s will be selected until the third Friday of the following month after ending the draw at random from all eligible entries received within the complete previous quarter. The decision made by the Publisher will be final. The winner/s will be notified by eMail and prizes delivered within one month following the date of the draw. The prize is non transferable and there is no cash or credit alternative. If the winner is unable to be contacted after a reasonable period or any prize is declined, a supplementary winner may be drawn at the publisher's discretion. By entering the draw entrants give permission for their name and postcode, being made publicly available if they win a prize.

## **5. Forums Registrations**

**5.1** In order to contribute to any of the interactive pages of the Website ("the Forums") you must agree to abide by the House Rules detailed below. If you do not agree then please leave the Forums immediately. By signing up for any of the Website's online services, you are deemed to have accepted these Terms and Conditions in their entirety.

**5.2** During the registration process, you agree to provide true, accurate and complete information about yourself, and to update this information when it changes. If you do not update it, the Publisher may suspend or terminate your use of the Website. Any personal information that you provide to the Publisher is subject to the terms of the Publishers Privacy Policy.

**5.3** When you register, you will choose a password so that you can access your account with the Publisher. You agree that you will keep this information confidential. You are completely responsible for activities that happen under your account and password. If you think there has been unauthorised use of your account or password, you agree immediately to notify the Publisher and co-operate with the Publisher to resolve it. You understand that if you do not follow the terms of this paragraph, the Publisher may suspend or terminate your use of the Website.

**5.4** You will not do anything that would assist anyone who is not a registered user to gain access to any secure area of the Website. You undertake that you will not maliciously create additional registration accounts for the purpose of abusing the functionality of the Website, or other users; nor will you seek to pass yourself off as another user.

**5.5** The Publisher can terminate your access to the Website at any time. The Publisher may also remove any content that you post without cause, without giving reasons and without notice to you. This includes all communication, data, postings, profiles or other personalised information you have created while on the Website.

## **6. Forum House Rules**

You agree to use the Forums or Message Boards in accordance with the following House Rules. These apply across all forum sites and services. You should, however, read the local house rules of the particular site or service you're using, as there may be some local variations to these House Rules.

About your posts:

- All Contributions must be civil and tasteful.
- No disruptive, offensive or abusive behaviour: contributions must be constructive and polite, not mean-spirited or contributed with the intention of causing trouble.
- No unlawful or objectionable content: unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable material is not acceptable.
- If you use multiple logins for the purpose of disrupting the community or annoying other users you may have action taken against your accounts.
- No spamming or off-topic material. We don't allow the submission of the same or very similar contributions many times. Please don't re-submit your contribution to more than one discussion, or contribute off-topic material in subject-specific areas.
- No advertising
- Contributions containing languages other than English or German may be removed unless allowed in the relevant local house rules.
- No impersonation
- No inappropriate (e.g. vulgar, offensive etc) user names
- You may not refer to specific URLs (web site addresses) unless allowed under the relevant local house rules. If you know of a worthy web site relevant to the discussion topic, please inform the host of the Forum.
- Deliberate misuse of the complaints facility is not permitted. If you persist in doing this action may be taken against your account.

#### Safety:

We advise that you never reveal any personal information about yourself or anyone else (for example: telephone number, home address or eMail address), and please do not include postal addresses of any kind. If you have a helpful address to share, please inform the host of the Forum.

#### About the law:

- You may not submit any defamatory or illegal material of any nature in the Forums. This includes text, data, photos, graphics, video or audio.
- Contributing material with the intention of committing or promoting an illegal act is strictly prohibited.
- You agree to only submit materials which are your own original work. You must not violate, plagiarise, or infringe the rights of third parties including copyright, trade mark, trade secrets, privacy, publicity, personal or proprietary rights.
- The views expressed in the Forum areas are those of members of the public and are not necessarily those of the Publisher.

#### Users under 16:

Please get a parent's or guardian's permission before taking part in any discussion on the Website.

Never reveal any personal information about yourself or anyone else (for example, telephone number, home address or eMail address).

#### If you breach these Terms of Use:

- If you fail to abide by these House Rules (and/or any variations in the relevant local house rules) when taking part in a Forum service of the website, you will be sent normally an eMail which informs you why your contribution has been failed. This eMail will also include a warning that continuing to break the rules may result in action being taken against your account.

- This action may include your relevant account or accounts being placed into pre-moderation or a temporary or permanent suspension of your ability to participate in any or all of the Websites Forums areas.

- If you post or send offensive or inappropriate content anywhere on or to the Forums or otherwise engage in any disruptive behaviour on the Website, and the Publisher considers such behaviour to be serious and / or repeated, the Benefit Media Ltd. may use whatever information that is available to it about you to stop any further such infringements. This may involve informing relevant third parties such as law enforcement agencies about the content and your behaviour.

- The Publisher reserves the right to delete any contribution, or take action against any account, at any time, for any reason.

## **7. General**

**7.1** If there is any conflict between these terms and specific terms appearing elsewhere on the website (including local house rules etc.) then the latter shall prevail.

**7.2** If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

**7.3** In the event of conflict or inconsistency between the English version of these Terms and Conditions and any translation provided by the Publisher, the English version shall prevail.

**7.4** These terms and conditions shall be governed by and interpreted in accordance with the laws of England and Wales. The parties agree to submit to the exclusive jurisdiction of the English and Wales courts.

## **T&CE Version 12**

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