

Terms and Conditions

The following terms and conditions are for use of the **Internet Business Awards (THE AWARDS)** website (**THE SITE**):

You may access THE SITE in several ways, including but not limited to the World Wide Web, PDA, mobile phone and RSS feeds. These terms and conditions apply whenever you access THE SITE, on whatever device.

By using THE SITE you are deemed to have accepted these conditions.

1. Permitted Use Subject to what is said below, material from THE SITE may be downloaded, viewed, listened-to, printed, copied on the hard disk of your computer (but not photocopied) and used for: your own personal, non-commercial purposes; internal business purposes; or the non-commercial purpose of using THE SITE as a personal information resource in good faith ONLY. Single copies of pages from THE SITE may be printed out for the sole purposes of enabling the person printing the page to retain a copy for their own personal records. Any other type of use (and, in particular, any copying or distribution of material from THE SITE for any commercial or business purpose) requires the prior written agreement of THE AWARDS.

1.1 You agree that you will not use THE SITE: for the posting, uploading, emailing or other transmission of any material which infringes the rights of any person or which is unlawful in any other respect; in any way which is abusive, defamatory or obscene or which will harass, distress or inconvenience any person or which might restrict or inhibit the use and enjoyment of THE SITE by any person; which will compromise the privacy or data protection rights of any person; for the posting, uploading, emailing or other transmission of any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation or commercial exploitation; for the posting, uploading, emailing or other transmission of any material that contains software viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment; to create a database (electronic or otherwise) that includes material downloaded from THE SITE; to transmit or re-circulate any material obtained from THE SITE to any third party; or in any way that might bring The Awards, THE AWARDS or any of their related companies, brands or employees into disrepute.

2. Registration This Clause 2 shall apply where you register with THE AWARDS for use of THE SITE.

2.1 You agree to provide true, accurate, current and complete information about yourself as requested by THE AWARDS in the registration form ("the Registration Information"). You agree to maintain and promptly update the Registration Information to keep it true, accurate, current and complete. You agree to keep any password for your access to THE SITE confidential and agree not to permit anyone else to have access to it. Furthermore you agree to be fully responsible for all activities that occur under your password.

2.2 You agree to immediately notify THE AWARDS of any unauthorised use of your password.

3. Removal of material and cancellation of access to THE SITE

3.1 THE AWARDS shall have the right to cancel your registration and/or refuse you access to the THE SITE at any time and for any reason without giving you any advance notice and THE AWARDS shall not be liable for any losses or damages whatsoever (other than losses or damages for death or physical injury arising out of the negligence of THE AWARDS or its employees) arising from your

inability to access any of the pages on THE SITE.

3.2 The Awards shall have the right at any time and for any reason to remove from the pages on THE SITE any material posted, uploaded, emailed or otherwise transmitted by you without giving you any advance notice and THE AWARDS shall not be liable for any losses or damages whatsoever (other than losses or damages for death or physical injury arising out of the negligence of the Awards, the site owner or its employees) arising from the removal of such material.

3.3 The Awards will not view or edit or pre-screen any contribution that you or anyone else make to the interactive pages of THE SITE and therefore, unless the organizers are specifically notified of the nature of any item of content, you cannot assume that they are responsible for having made it available on THE SITE. The Awards shall have the right (but not the obligation) to refuse or remove any content that is posted to, or made available on, the forums or the website without the need to give any reasons for doing so.

3.4 If you object to the publication of any material placed on THE SITE please let the Awards know by calling +44 (0) 8675 8405 or 0845 302 2928 or by sending an appropriately worded email to admin@internetbusinessawards.co.uk and they will take whatever action they deem appropriate.

4. Rights Clearances The copyright, and other rights, in some of the material appearing on THE SITE may belong to a third party. It is your responsibility to obtain any licences or permissions that may be required to use such material and you agree to pay any costs or expenses incurred by the Awards which arise as a result of your failure to obtain such licences and permissions.

5. Submitting Content We accept no liability in respect of any material submitted by users and published by us and we are not responsible for its content and accuracy. If you want to submit material to THE AWARDS for publication on THE SITE, you may do so on the following terms and conditions:

5.1 THE AWARDS may publish any material that you submit, post, upload, email or otherwise transmit to them or to THE SITE at their sole discretion in connection with the AWARDS.

5.2 You hereby grant THE AWARDS a non-exclusive, royalty-free, perpetual and worldwide licence to republish in connection with the AWARDS any material you submit, post, upload, email or otherwise transmit to them or to THE SITE in any format, including without limitation print and electronic format.

5.3 You warrant to THE AWARDS that any material you submit to THE SITE is your own original work and that you own the copyright and any other relevant rights.

5.4 You warrant that the material you submit and the language that you use is not obscene, abusive, hateful, offensive, defamatory of any person or otherwise illegal.

5.5 You agree not to post material which is deliberately intended to upset other users, to breach confidence, to compromise privacy or to process personal data in an unauthorised manner.

5.6 You agree not to post material which may encourage criminal conduct or which may give rise to civil liability, or which is otherwise unlawful.

5.7 You agree not to place any links on THE SITE where those links take users to unlawful material or material that contravenes these terms.

5.8 You agree that, except where expressly permitted by THE AWARDS, you will not to place on THE

SITE advertisements nor make commercial solicitations nor use THE SITE for any commercial purposes (which would include using THE SITE to promote or encourage the sale of your goods/services).

5.9 You acknowledge that any breach of these warranties may cause THE AWARDS damage or loss and you agree to indemnify THE AWARDS in full and permanently against any third party liabilities, claims, costs, loss or damage we incur as a result of publishing material you submit to us, including consequential losses.

5.10 THE AWARDS reserves the right to remove your access to individual services completely if THE AWARDS believes that you are abusing the services in any way.

6. Liability

6.1 Whilst every effort has been taken to ensure the accuracy of the information provided by THE AWARDS and its employees in these pages, the contents of THE SITE reflect the opinions of the writers, they do not necessarily reflect the views and opinions of THE AWARDS or any of its brands, they are personal to the writer and are naturally subject to change from time to time. It is the responsibility of users to check the accuracy of relevant facts and take appropriate professional advice before entering into any commitment based upon them.

6.2 THE AWARDS cannot guarantee that your use of THE SITE will be free from error and/or uninterrupted. THE AWARDS, its directors, its employees and its representatives exclude, in so far as it is legally possible, all liability and responsibility for any damages (other than liability for death or physical injury arising out of the negligence of THE AWARDS or its officers) including, but not limited to, indirect or consequential damages, damages for loss of opportunity or chance, or any damages whatsoever arising from use or loss of use, data, or profits, whether in action of contract, negligence or other tortious action, arising out of, or in connection with, any information on THE SITE or any other Internet sites or the use thereof.

6.3 Some of the pages on THE SITE include material posted by third parties. THE AWARDS accepts no responsibility for the content of material posted by third parties, including, without limitation, any error, omission or inaccuracy therein.

6.4 On some of the pages of THE SITE users may be given the opportunity of entering into agreements with third parties. THE AWARDS is not a party to those agreements, does not act as an agent for those third parties who, in turn, do not act as agents for THE AWARDS and THE AWARDS is not liable in relation to, and takes no responsibility for, any contract entered into by users with any third party.

7. Links

7.1 Some of the pages on THE SITE include links to external websites. These links are included to give users the opportunity to access other pages that it is felt may be of assistance to them. THE AWARDS is not responsible for the content of these Internet sites.

8. Viruses

8.1 Whilst effort has been taken to ensure that the pages of THE SITE are free from viruses, THE AWARDS gives no warranties that they are indeed free from viruses and users are responsible for ensuring that they have installed adequate virus checking software.

8.2 THE AWARDS excludes, in so far as it is legally possible, all liability and responsibility (other than liability for death or physical injury arising out of the negligence of THE AWARDS or its officers) for any viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or

telecommunications equipment or other material transmitted with or as part of:

1. the pages on THE SITE or any other Internet sites; or
2. any material downloaded from THE SITE or any other Internet sites.

9. Intellectual Property The names, images and logos identifying THE AWARDS or third parties and their products and services, are the proprietary marks of THE AWARDS, and/or may be the proprietary marks of third parties. Any use made of these marks may be an infringement of rights in those marks and THE AWARDS reserves all rights to enforce such rights that it might have.

10. Variations These terms may be varied from time to time. Please ensure that you review these terms and conditions regularly as you will be deemed to have accepted a variation if you continue to use THE SITE after any variation has been posted.

11. Severability If any of these terms and conditions should be determined to be illegal, invalid or otherwise unenforceable, it shall be severed and deleted from the terms and conditions and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

12. Jurisdiction

12.1 The Site has been created with UK users in mind and therefore its content may not be appropriate or lawful outside of the UK. Users from outside of the UK should therefore verify for themselves whether or not it is appropriate for them to access THE SITE

12.2 The terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising from matters relating to THE SITE shall be exclusively subject to the jurisdiction of the courts of England and Wales.

13. Privacy and Data Protection Please see the separate Privacy and Data Protection Policy document

14. Accessibility THE AWARDS aim to provide advertising, marketing, media and PR information that is accessible to all user groups. The following features aim to enhance navigation for screen reader users, keyboard navigation and users of text-only browsers.

14.1 Structured, semantic markup This site's markup (HTML) is semantically correct, using HTML elements for their given purpose. Well-structured HTML has semantic meaning for a wide range of user agents (browsers without style sheets, text browsers, PDAs, search engines etc.)

14.2 Images All content images used in this site include descriptive alt attributes. Purely decorative graphics include empty alt attributes.

14.3 Font sizes You may change the font size of this document to your preference through your browser: Just click on View and adjust to your preferred size.

14.4 Style sheets This site uses Cascading Style Sheets (CSS) for visual layout. If your browser or browsing device does not support stylesheets at all, the use of structured semantic markup ensures that the content of each page is still readable and clearly structured.

14.5 Forms All forms follow a logical Tab sequence.

15. Content of All Advertisements

15.1 All Advertisements must comply with the following terms and conditions:

1. You warrant to THE AWARDS that any Advertisement is your own original work and that you own the copyright and any other relevant rights;
2. You warrant that any Advertisement that you submit and the language that you use in it is not

obscene, abusive, hateful, obscene, offensive, defamatory of any person or otherwise illegal or which will harass, distress or inconvenience any person or which might restrict or inhibit the use and enjoyment of THE SITE by any person;

3. You agree not to post any Advertisement which is deliberately intended to upset other users, to breach confidence, to compromise privacy or to process personal data in an unauthorised manner;
4. You agree not to post any Advertisement which may encourage criminal conduct or which may give rise to civil liability, or which is otherwise unlawful;
5. You agree not to place within any Advertisement any links where those links take users to unlawful material or material that contravenes these terms;
6. You agree not to post any Advertisement which contravenes the relevant codes of conduct imposed by the Advertising Standards Authority;
7. You agree not to post, upload or otherwise transmit any Advertisement which:
 1. infringes the rights of any person or which is unlawful in any other respect;
 2. will compromise the privacy or data protection rights of any person; or
 3. may bring THE AWARDS into disrepute.
8. You agree not to use the Service for:
 1. the posting, uploading, emailing or other transmission of any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", "affiliate schemes", or any other so called "business opportunity" or any other form of solicitation or commercial exploitation;
 2. for the posting, uploading, emailing or other transmission of any material that contains software viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment.

15.2 You acknowledge that any breach of the terms/warranties given above may cause THE AWARDS damage or loss and You agree to indemnify THE AWARDS in full and permanently against any third party liabilities, claims, costs, loss or damage that it incurs as a result of publishing material that You submit to it, including consequential losses.

15.3 THE AWARDS may publish and make available to the public by any means any Advertisement that you submit, post, upload, email or otherwise transmit to it at their sole discretion and they shall be entitled to make additions or deletions to any such material prior to publication.

15.4 If your Advertisement links to another website via our external apply online option or otherwise, You are responsible for maintaining the links and for the content of Your Advertisement and the linked website. THE AWARDS may remove from THE SITE any Advertisement which contains content or links to a website which, in THE AWARDS' opinion, is defamatory, illegal or objectionable or will bring THE AWARDS into disrepute. You will indemnify THE AWARDS from and against any claims or liability arising from the content of websites that are linked to from Your Advertisement.

15.5 THE AWARDS reserves the right to remove your Advertisements completely if THE AWARDS believes that you are abusing the Service in any way.