



Website Terms and Conditions of Use

Relating to www.facebook.com/gaymers ("our site")

This page (together with the documents referred to on it) identifies the terms and conditions on which you may make use of our site (these "terms"). Please read these terms carefully before using our site. We may revise these terms at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. By using our site, you indicate that you accept these terms and that you agree to abide by them.

You should print a copy of these terms for future reference.

1 Information About Us

- 1.1 Our site is operated by Gaymer Cider Company Limited, a company incorporated and registered in England and Wales with company number 07063165 and registered office at 4 More London, Riverside, London, SE1 2AU ("us", and "we" and "our" shall be construed accordingly).

2 Access To And Use Of Our Site

- 2.1 Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.
- 2.2 You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they accept and comply with them.
- 2.3 Any questions, comments or complaints regarding our site and any material on it must be addressed to us at music.quiz@gaymercider.eu.com and **MUST NOT** be directed to Facebook.
- 2.4 When using our site, you must comply with:
 - 2.4.1 all legislation, codes of practice, standards, guidelines and regulations (in each case having the force of law) together with the Portman Group's Code of Practice on the Naming, Packaging and Promotion of Alcoholic Drinks and all applicable rules relevant to the subject matter (whether obligations, goods or services) in question ("relevant law"); and

2.4.2 the provisions of the GCC Acceptable Use Policy, which immediately follows as a Schedule to these terms.

3 Intellectual Property Rights

- 3.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 3.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.
- 3.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 3.4 Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.
- 3.5 You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 3.6 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option and at your expense, return or destroy any copies of the materials you have made.
- 3.7 If you wish to make any use of material on our site other than as permitted in clause 7, please address your request to music.quiz@gaymercider.eu.com.

4 Our Site Changes Regularly

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

5 Information About You And Your Visits To Our Site

We process information about you in accordance with our privacy policy which can be found at <http://www.gaymers.co.uk/gmq-privacy-policy.pdf>. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

6 Viruses, Hacking And Other Offences

- 6.1 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You

must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

6.2 By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. 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 our site will cease immediately without prejudice to any other claims which we may be entitled to make against you.

6.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

7 Linking To Our Site

7.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

7.2 You must not establish a link from any website that is not owned by you.

7.3 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

8 Third Party Websites

8.1 We may provide links on our site to the websites of other companies, whether affiliated with us or not. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

9 Our Liability

9.1 The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

9.1.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;

9.1.2 any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

9.2 For the avoidance of doubt nothing in this clause 9 limits our liability for death or personal injury arising from our negligence.

10 Law And Jurisdiction

10.1 The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our sit although we retain the right to bring proceedings against you for breach of these terms in your country of residence or any other relevant country.

10.2 These terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

10.3 Terms of Use Schedule

GCC Acceptable Use Policy

This acceptable use policy applies to all users of, and visitors to web pages owned and/or operated by Gaymer Cider Company Limited, a company incorporated and registered in England and Wales with company number 07063165 and registered office at 4 More London, Riverside, London, SE1 2AU ("us", and "we" and "our" shall be construed accordingly).

1 Prohibited Uses

- 1.1 You may use our web pages only for lawful purposes. You may not use our web pages:
 - 1.1.1 in any way that breaches any applicable local, national or international law or regulation.
 - 1.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
 - 1.1.3 for the purpose of harming or attempting to harm minors in any way.
 - 1.1.4 to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (as identified in clause 3 below).
 - 1.1.5 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
 - 1.1.6 to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 1.2 You also agree:
 - 1.2.1 not to reproduce, duplicate, copy or re-sell any part of our web pages in contravention of the provisions of our terms of website use.
 - 1.2.2 not to access without authority, interfere with, damage or disrupt:
 - (a) any part of our web pages;
 - (b) any equipment or network on which our web pages is stored;
 - (c) any software used in the provision of our web pages; or

- (d) any equipment or network or software owned or used by any third party.

2 Interactive Services

- 2.1 We may from time to time provide interactive services on our web pages ("interactive services").
- 2.2 Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).
- 2.3 We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our web pages, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our web pages, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.
- 2.4 Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

3 Content Standards

- 3.1 These content standards apply to any and all material which you contribute to any of our web pages ("contributions"), and to any interactive services associated with it.
- 3.2 You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.
- 3.3 Contributions must:
 - 3.3.1 be accurate (where they state facts);
 - 3.3.2 be genuinely held (where they state opinions); and
 - 3.3.3 comply with applicable law in the UK and in any country from which they are posted.
- 3.4 Contributions must not:
 - 3.4.1 contain any material which is defamatory of any person;
 - 3.4.2 contain any material which is obscene, offensive, hateful or inflammatory;

- 3.4.3 promote sexually explicit material;
- 3.4.4 promote violence;
- 3.4.5 promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- 3.4.6 infringe any copyright, database right or trade mark of any other person;
- 3.4.7 be likely to deceive any person;
- 3.4.8 be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- 3.4.9 promote any illegal activity;
- 3.4.10 be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- 3.4.11 be likely to harass, upset, embarrass, alarm or annoy any other person;
- 3.4.12 be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- 3.4.13 give the impression that they emanate from us, if this is not the case; or
- 3.4.14 advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

4 Suspension And Termination

- 4.1 We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our web pages. When a breach of this policy has occurred, we may take such action as we deem appropriate.
- 4.2 Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our web pages, and may result in our taking all or any of the following actions:
 - 4.2.1 immediate, temporary or permanent withdrawal of your right to use our web pages.
 - 4.2.2 immediate, temporary or permanent removal of any posting or material uploaded by you to our web pages.
 - 4.2.3 issue of a warning to you.

- 4.2.4 legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
 - 4.2.5 further legal action against you.
 - 4.2.6 disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 4.3 We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

5 Changes To The Acceptable Use Policy

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our web pages.