

# **Terms & Conditions and Competition Rules**

#### Terms

These terms apply to all users of the website. If you do not accept these terms then you should immediately stop using the website. Your use of the website confirms your acceptance of these terms. We cannot guarantee that you will always be able to access the website; we will not be liable to you for any interruption or delay that you experience in accessing the website, whatever the cause.

### **Privacy Statement**

The information that you give and that we obtain through you using this website may be used by this Company for purposes in connection with your use of this website and also for marketing activities of this Company. By using this site you confirm your consent to this. If you do not want to receive any marketing information from this Company then please notify us.

#### Links

This site provides links to other websites. These links are for your convenience only and do not signify that we endorse or have any responsibility for the content of or any transactions that you enter into relating to those linked sites.

#### Content

All material on this site is protected by copyright. You may only copy, download and reproduce it for your own personal use. You must not use it in any way for commercial purposes or for gain unless you first obtain our written consent.

#### **Sales and Services**

A contract for us to supply you with goods or services will only be created when we accept your order (which we may do in writing, by email or by fulfilling that order). Goods and services advertised on this website may not actually be available when you place your order as we reserve the right to withdraw services at any time.

We will endeavour to deliver goods and provide services on the basis and in accordance with the timescales mentioned on this site but time shall not be of the essence of those arrangements and we will have no liability if we are delayed in or prevented from providing the goods/services by factors beyond our control.

This website is made available on the basis that there are excluded, to the extent permitted by law, any terms implied by statute or otherwise and all liability for any loss or damage however it arises out of the use of this website or reliance on its content.

#### **Contributions**

We are delighted to receive your contributions but only on the basis that:

- You accept that they may be monitored;
- You accept that we may exercise editorial control over them and may decide not to allow publication at our absolute discretion;
- You warrant to us that all such contributions are lawful and not obscene, offensive, defamatory or infringe
  any rights of any third party and that you will indemnify us in respect of any breach of that warranty;
- You warrant to all us that all content that you submit will be accurate, truthful and not misleading in any way;
- You licence us to use the information you provide on any medium and you waive your moral rights in respect of it. The information includes forum postings, blogs and photographs posted on the forum.

## Law and Jurisdiction

Your use of this website, these terms and any matters arising are subject to the laws of England. Any dispute is subject to the exclusive jurisdiction of the Courts of England. Save as specifically provided otherwise, this website is targeted only at, and goods and services are only available to, UK residents.

### **Competitions**

The Publishers decision is final and no correspondence will be entered into.

English Riviera Magazine employees and employees of the prize provider and their immediate families and agents are not permitted enter.

The competition winner will be notified by email and the results may be published on this website and/or in the magazine. We reserve the right to publish details of competition winners.

The prize is as detailed in the competition layout with no prize or cash alternative offered. In the event that the prize cannot be supplied no liability will rest with English Riviera Magazine. Competition entry does not give rise to any binding agreement between the parties. Prizes are supplied by third parties and we are acting as their agents and as such we exclude ourselves from all liability for loss or damage suffered as a result of any competition or competition prize taken.

## **Company Information**

Devon Magazine Company Limited Company number: 8523457 Vat Number 161 8375 00

Registered in England

Registered office: Alderbourne, Greenway Road, Torquay, TQI 4NJ