

Terms and Conditions

These terms and conditions ('the Terms') govern the users ('you' or 'your') use of the website <https://plantbasedmag.com/> ('the Website') and your relationship with Prime Impact Events & Media (trading as Prime Impact Events & Media) a company registered in England and Wales under company number 09548142 whose registered office is at Prime Impact Events & Media, 146 New London Rd, Chelmsford, CM2 0AW ('we', 'our' or 'us'). Please read them carefully as they affect your rights and liabilities under law. If you do not agree to these Terms, please do not access nor use the Website. You should understand that by ordering any of our goods or services, you agree to be bound by these Terms. You should print a copy of these Terms for future reference.

If you have any queries regarding these Terms then please contact us.

1. AGREEMENT

By using the Website you agree to be bound by these Terms and authorise us to transmit information (including updated information) to obtain information from third parties, including but not limited to, your debit or credit card numbers or credit reports to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

2. AMENDMENTS

We reserve the right to:

update these Terms from time to time and any changes will be notified to you via a suitable announcement on the Website. It is your responsibility to check for such changes. The changes will apply to the use of the Website after we have given such announcement. If you do not wish to accept the new Terms you should not continue to use the Website. If you continue to use the Website after the date on which the change comes into effect, your use of the Website indicates your agreement to be bound by the new Terms; modify or withdraw, temporarily or permanently, this Website and the material contained within (or any part) without notice to you and you confirm that we shall not be liable to you for any modification to or withdrawal of the Website or its contents; and disable any user identification code or password we have provided to you, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.

3. REGISTRATION

By using this Website, you warrant that:

you are legally capable of entering into binding contracts;

you are at least 18 years of age;

the personal information which you are required to provide when you register is true, accurate, current

and complete in all respects; and you are not impersonating any other person or entity.

You will notify us immediately of any changes to the personal information by emailing our customer service representatives at: service@primeimpact.co.uk

4. PRIVACY POLICY

We will treat all your personal information as confidential and will only use it in accordance with our [Privacy Policy]. In addition, we will process information about you in accordance with our [Privacy Policy]. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

When you shop on this Website, we will ask you to input personal details in order for us to identify you, such as your name, e-mail address, billing address, delivery address, credit card or other payment information. We confirm that this information will be held by us in accordance with the registration we have with the Data Commissioner's office.

5. PROTECTING YOUR SECURITY

To ensure that your credit, debit or charge card is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases.

We take the risk of internet fraud very seriously. With the volume of fraudulent credit card transactions increasing, we make every effort to ensure all orders are thoroughly checked using the information already supplied. There is a possibility we may contact you to make additional security checks and we ask for your cooperation to enable us to complete them. We will not tolerate fraudulent transactions and such transactions will be reported to the relevant authorities.

By accepting these Terms you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

6. COMPLIANCE

The Website may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and its use. You agree not to upload or transmit through the Website any computer viruses, Trojans, worms, logic bombs or

anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer;

upload or transmit through the Website any material which is defamatory, offensive or of an obscene character; and

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.

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 cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

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 Website or to your downloading of any material posted on it, or on any website linked to it

7. THIRD PARTY LINKS

As a convenience to our customers, the Website may include links to other websites or material which is beyond our control. For your information, we are not responsible for such websites or material nor do we review or endorse them. We will not be liable for the privacy practices or content of such websites nor for any damage, loss or offence caused or alleged to be caused in connection with, the use of or reliance on any such advertising, content, products, materials or services available on such external websites or resources.

8. ORDERS

All orders are subject to acceptance and availability. If the goods ordered are not available, you will be notified by e-mail (or by other means if no e-mail address has been provided) and you will have the option either to wait until the item is available from stock or to cancel your order.

Any orders placed by you will be treated as an offer to purchase the goods or services from us and we have the right to reject such offers at any time. You acknowledge that any automated acknowledgment of your order which you may receive from us shall not amount to our acceptance of your offer to purchase goods or services advertised on the Website. The conclusion of a contract between you and us will take place when we (i) debit your credit, debit card or PayPal account or (ii) dispatch the goods to you or commence the services, whichever is the later, at which time we shall send you an e-mail confirming that the contract has been concluded ('Dispatch Confirmation'). The contract will relate only to those goods or services whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other goods or services which may have been part

of your order until the dispatch of such goods or services has been confirmed in a separate Dispatch Confirmation.

We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be liable for any loss you may suffer if a third party procures unauthorised access to any data provided by you when accessing or ordering from the Website.

The products sold on the Website are not for resale or distribution. We reserve the right to cancel orders and/or suspend accounts where we believe products are being ordered in breach of this provision.

You will assume the risk for the products once they have been delivered to the delivery address which you specified when ordering the products. We accept no liability where you provide an incorrect delivery address or where you fail to collect the products from the delivery address which you specified.

9. CANCELLATION RIGHTS

Where you have purchased the goods or services as a consumer (i.e. for private use as opposed to business use), please note that you are entitled to cancel any contract completed with us within 14 days from the day on which you acquire physical possession of the goods.

If you wish to cancel a contract pursuant to this clause, then please see our Returns Policy for further details of how.

10. PRICE AND PAYMENT

All prices shown on the Website are inclusive of VAT (where applicable) at the current rates and are correct at the time of entering the information onto the system. We reserve the right, however, to change prices at any time without notice to you (save that any changes will not affect orders in respect of which we have sent you a Dispatch Confirmation).

If your delivery address is within the United Kingdom, no additional taxes will be charged to you. If your delivery address is outside of the United Kingdom and we are able to deliver, you may be subject to import duties and taxes (including VAT), which are levied once a delivery reaches your destination country. Any such additional charges must be borne by you. You should note that customs policies and practices vary widely from country to country. We recommend that you contact your local customs office for information.

Payment can be made by any major credit or debit card or via your PayPal account. Payment will be

debited and cleared from your account before the dispatch of your good or provision of the service to you.

In the unlikely event that the price shown on the checkout page is wrong, and we discover this before accepting your order in accordance with clause 9, we are not required to sell the goods to you at the price shown. We always try and ensure that the prices of goods shown on our Website are accurate, but occasionally genuine errors may occur. If we discover an error in the price of the goods that you have ordered we will let you know as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If you cancel your order and you have already paid for the goods (but they have not yet been dispatched), then you will receive a full refund.

You confirm that the credit, debit card or PayPal account that is being used is yours. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us we will not be liable to you for any delay or non-delivery.

If your credit or debit card payment is not processed successfully for any reason, we reserve the right to reattempt to process payment. We will give you at least 48 hours' notice in advance of any reattempt to process payment by sending an email to the email address you have provided to us. If you do not want us to reattempt to process payment, you must cancel your order within 48 hours of us sending you this email.

We allow you to use discount codes strictly on the terms and conditions upon which they were issued which, amongst other things, may include terms relating to your eligibility to use them and a maximum order value. Please familiarise yourself with these terms and conditions before you place an order as we reserve the right to reject or cancel any orders which do not comply with these terms even if your credit or debit card has been charged. If there is any inconsistency between the terms and conditions upon which the discount codes were issued and these terms and conditions, the discount code terms and conditions prevail. A copy of the discount code terms and conditions can be obtained by mailing our customer service representatives at: service@primeimpact.co.uk

11. INTELLECTUAL PROPERTY

The content of the Website is protected by copyright, trade marks, database and other intellectual property rights and you acknowledge that the material and content supplied as part of the Website shall remain with us or our licensors.

You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print

one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.

12. LIMITATION OF LIABILITY

SUPPLY OF GOODS

(a) Subject to clause 14(b), if we fail to comply with these Terms, we shall only be liable to you for losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.

(b) Nothing in these Terms excludes or limits our liability for:

- (i) death or personal injury caused by our negligence;
- (ii) fraud or fraudulent misrepresentation;
- (iii) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (iv) defective products under the Consumer Protection Act 1987; or
- (v) any deliberate breaches of these Terms that would entitle you to terminate the Contract; or
- (vi) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

USE OF WEBSITE

The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties, whether express or implied, in relation to it and its use. You acknowledge that we cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you. You must bear the risk associated with the use of the Internet.

Whilst we will try to ensure that material included on the Website is correct, reputable and of high quality, we cannot accept responsibility if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Website. If we are informed of any inaccuracies in the material on the Website we will attempt to correct this as soon as we reasonably can.

In particular, we disclaim all liabilities in connection with the following:

incompatibility of the Website with any of your equipment, software or telecommunications links; technical problems including errors or interruptions of the Website; unsuitability, unreliability or inaccuracy of the Website; and failure of the Website to meet your requirements.

To the full extent allowed by applicable law, you agree that we will not be liable to you or any third

party for any consequential or incidental damages (both of which terms includes, without limitation, pure economic loss, loss of profits, loss of business, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to your use of the Website.

13. SEVERANCE

If any part of the Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions of the Terms.

14. WAIVER

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

15. ENTIRE AGREEMENT

These Terms form the entire basis of any agreement reached between you and us.

16. LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of England and Wales and any disputes will be decided only by the English courts.

17. REVIEWS

If you submit a review, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media.

You grant PlantBased Magazine and its sub-licensees the right to use the name that you submit in connection with such content, if they choose.

You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content.

You agree to perform all further acts necessary to perfect any of the above rights granted by you to PlantBased Magazine, including the execution of deeds and documents, at the request of PlantBased Magazine.

You represent and warrant that you own or otherwise control all of the rights to the content that you

post; that, as at the date that the content or material is submitted to PlantBased Magazine:

The content and material is accurate;

Use of the content and material you supply does not breach any applicable PlantBased Magazine guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory). You agree to indemnify PlantBased Magazine for all claims brought by a third party against PlantBased Magazine arising out of or in connection with a breach of any of these warranties.

18. ALL COMPETITIONS

We reserve the right to amend these Terms without notice from time to time.

These rules will be deemed incorporated into each competition except to the extent that any specific instruction in a competition provides otherwise.

By entering the competition entrants will be deemed to have read and understood these Terms and be bound by them. All of our decisions will be final and binding and no correspondence will be entered into.

Any person who is an employee or an immediate family member of an employee of any PlantBased Magazine company or any other person who is directly connected with the organisation of any particular competition is ineligible to participate.

Competitions are only open to residents of the UK (excluding Northern Ireland).

All entrants are to be aged 18 or over unless any other age restriction is specified or implied. Entrants should, if under 18, obtain permission in advance from their parent or guardian.

All entries must be received by the closing date specified in the competition. Answers will be entered upon submission. No responsibility will be taken for any answers that are misdirected, lost for technical or other reasons or received after the closing date.

We reserve the absolute right to disqualify without notice any entries to any competition which we consider have used improper technical means to enter and/or we believe is fraudulent.

Entrants are liable for their costs to access computer networks.

We will not be liable for or accept any responsibility for: (i) any failure by the winner or any entrant to comply with these terms and conditions; (ii) any disruption, delay or misdirection of entries; or (iii) any server, system or network failures, malfunctioning or inaccessibility.

We shall be the promoter of all competitions subject to these terms and conditions unless stated otherwise.

Prizes

If for any reason an advertised prize is unavailable we reserve the right at our absolute discretion to substitute a similar prize of equivalent or greater value.

Only one prize will be awarded per household.

There will be no cash or other alternative to the prize offered and prizes are not transferable.

Notification

The winner's name will be selected in a random draw, after the closing date, from all correct answers received.

The winner of a prize will be notified within 28 days after the winner has been ascertained.

Please allow 28 days for delivery of all prizes.

If the winner of the a competition is unable to take up a prize for any reason or if the winner cannot be notified after reasonable efforts having been made then we may dispose of the prize as we think fit without any liability to the winner for having done so.

For each competition, only one prize will be awarded per entrant / email address. Names of winners will be available on request.

The names of the winners may be published on our Website and/or on our Facebook, Twitter or any other social media platform.

Claiming Prizes

Competitions are only open someone 18 or over.

Competition prizes/tickets may be restricted to certain times of the year and unless otherwise stated all prizes must be taken within six months of the date of the competition draw.

Where prizes are to be provided by a third party then the winner will be required to complete all appropriate or applicable booking or other formalities direct with such providers. We will have no responsibility for the acts/defaults of any other persons or companies.