

## Aardman Animations Ltd Website Terms and Conditions of use

**1. INTRODUCTION:** Welcome to our website (the "**Website**"), a community website where you can read and upload news, reviews, research the latest technology products, compare product prices of different suppliers, take part in community based discussions and more (the "**Website Service**"). This Website and the Website Service is operated and maintained by or on behalf of Aardman Animations Ltd and its group companies ("**Aardman**" or "**We**" or "**Us**").

By accessing the Website and/or using the Website Service, you agree to be bound by the following terms and conditions ("**Terms**") and our privacy policy. If you have any queries about the Website or these Terms, you can contact Us by any of the means set out in paragraph 16 of these Terms. If you do not agree with these Terms, you should leave the Website and stop using the Website Service immediately.

**2. ELIGIBILITY AND REGISTRATION:** In order to make use of certain parts of the Website Service, you may need to register an account with Us. In order to do so, you must (a) satisfy the minimum age requirement; (b) provide Us with complete and accurate registration information; (c) ensure your use of the Website Service is in accordance with these Terms and any Applicable Laws (as defined in paragraph 3, below); and (d) select a username and password. By registering an account with Us you warrant that: (a) you meet the minimum age requirement, which is specified on the registration pages; (b), you have given complete and accurate registration information, and will keep that information updated; and (c) your use of the Website Service does not violate these Terms or breach any Applicable Laws. You acknowledge that you will be responsible for all activities which take place under your username and for keeping your password secure. If you become aware of any actual, threatened or suspected unauthorised use of your username and/or any other breach of security, you agree to notify Us immediately. You may cancel your account with Us at any time by following the instructions on the registration pages. We may terminate your account with Us for any or no reason, at any time, with or without notice and without liability.

In order to use the Website Service, you will require access to the world-wide web. You are responsible for any connection, service and other fees associated with such access and for providing all equipment necessary to enable you to connect to the world-wide web (including a computer and modem or other access device).

**3. GENERAL RULES RELATING TO CONDUCT:** The Website Service is made available for your own, personal use. The Website Service must not be used for any commercial purpose whatsoever or for any illegal or unauthorised purpose. When you use the Website Service you must comply with all applicable UK laws relating to online conduct (including, without limitation, content which can be posted online) and with any applicable international laws, including the local laws in your country of residence (together referred to as "**Applicable Laws**").

**4. CONTENT SUBMITTED TO THE WEBSITE:** You are responsible for any information, data, text, music, software, sound, photographs, graphics, video, messages or other content ("**Content**") which you post or upload and/or display (in public or privately) to the Website. Aardman may (but shall not be obliged to) delete, edit, lock, move or remove any Content without notice and for any reason and/or to record the IP address from which any Content is posted, uploaded and/or displayed without notice and for any reason, including, without limitation, Content which, in our sole discretion, violates these Terms or is or may be irrelevant, out of date, inappropriate or objectionable in any way whatsoever, or in respect of which Aardman receives any complaint (whether justified or not). By posting, uploading and/or displaying any Content to the Website you warrant that: (a) you own all intellectual property and proprietary rights in such Content or that you have a licence from the owner of such rights to post, upload and/or display such Content on the Website; and (b) the posting, uploading and/or displaying of such Content on the Website and the grant of the licence to Aardman and its group companies (on the terms set out below) will not infringe the intellectual property or proprietary rights of any third party.

If you upload, post or otherwise transmit any Content to the Website, you automatically: (a) grant other users of the Website and the Website Service the right to access the same and use it in accordance with these Terms, although you can mark Content as private and so restrict access and use to those users to whom you specifically grant access; and (b) grant Aardman and its group companies a non-exclusive, royalty free, sub-licensable, perpetual, world-wide licence to use, modify, publish, publicly perform, publicly display and distribute such Content on and through the Website and the Website Service and in any other form or medium. You continue to own the Content after it is posted to the Website.

You acknowledge that Aardman will not screen or otherwise check any Content which is submitted by you or any other user of the Website Service before it is posted, not monitor yours or any person's use of the Website Service. As such, you as the user of the Website Service are responsible for any Content you submit to the Website and the manner in which the Website Service is used under your username. You may take down any Content you have submitted to the Website at any time. If you become aware of any misuse of the Website Service by any person including (without limitation) any posting of Content which violates these Terms, please contact us by following the instructions set out in paragraph 16 of these Terms or click on the "Report this" link at the bottom of the Website page or next to the Content which has been posted.

**5. SPECIFIC RULES RELATING TO CONDUCT:** You agree that when using the Website Service you will comply with all Applicable Laws (as defined in paragraph 3), these Terms and you acknowledge that you are responsible for all acts and omissions which occur under your user-name. In particular, but without limitation, you agree not to:

- a. Upload, post or otherwise display Content which is or promotes behaviour which violates the rights (including, without limitation, the intellectual property rights) of a third party or which is unlawful, harmful, threatening, abusive, flaming, hateful, offensive (whether in relation to sex, race, religion or otherwise) harassing, hateful, defamatory, vulgar, obscene, invasive of another's privacy, solicits personal information from anyone under the age of 18 years, or contains any illegal content; or
- b. Upload, post or otherwise display any Content which contains software viruses or any other files or programs that may interrupt, destroy or limit the functionality of the Website or the Website Service or any server or networks connected to the Website or another's computer, or that contains any chain letters, pyramid-selling schemes, bulk mail, junk mail or similar; or
- c. Upload, post or otherwise display any Content containing a photograph of another person unless you have obtained that person's consent;
- d. Harvest or collect any IP addresses or email addresses or other contact information of any members of the Website, by electronic means or otherwise; or
- e. Upload, post or otherwise display any Content for any commercial or business purpose including (without limitation) any Content which contains any advertising or promotional materials; or
- f. Restrict or in any way inhibit any other person's use of the Website or the Website Service; or

- g. Upload, post or otherwise display any Content which is false, misleading, un-necessary and/or repetitive including any Content which is inaccurate, out of date or repeats that previously uploaded, posted or displayed by you or another visitor, unless absolutely necessary; or
- h. Upload, post or otherwise transmit any Content to a part of the Website which is irrelevant to the subject matter of the Content; or
- i. Register an account with us under more than one user name and/or user account number; or
- j. Use the Website or the Website Service in a manner that is inconsistent with these Terms and/or any Applicable Laws in force from time to time or in a manner which promotes or encourages illegal activity; or
- k. Breach the terms of any suspension or ban or seek alternative access; or
- l. In the interests of free speech, bring any action for defamation against Aardman, or any of the companies in the same group; or
- m. Use or solicit any other account holder's personal data for any purpose other than establishing non-commercial, lawful contact that such account holder would reasonably expect to welcome; or
- n. Submit Content owned by a third party without consent from that third party or submit Content in a manner which expressly or impliedly infers that such Content is sponsored or endorsed by the Website; or
- o. Use the Website in any unlawful manner or in a manner which promotes or encourages illegal activity or in a manner which could damage, disable, overburden or impair the Website or the Website Service; or
- p. Attempt to gain unauthorised access to the Website or any networks, servers or computer systems connected to the Website; or
- q. Modify, adapt, translate or reverse engineer any part of the Website or use any robot, spider, site search/retrieval application or other device to retrieve or index any part of the Website or re-format or frame any portion of the web pages comprising the Website, unless permitted by law; or
- r. Remove or obstruct from view any advertisements and/or any copyright, trademark or other proprietary notices contained on or in the Website; or
- s. Contact any other user of the Website if they have expressly asked you not to; or
- t. Attempt to impersonate any other user or account holder of the Website or the Website Service; or
- u. Use the username and/or password of any other account holder of the Website or disclose your password to any other person; or
- v. Upload, post or otherwise display any Content comprising an advertisement or accept payment or anything of value from any person in exchange for you uploading, posting or displaying any Content or otherwise performing any commercial activity on or through the Website or the Website Service on behalf of such person (including, without limitation, posting blogs or bulletins for a commercial purpose and/or sending messages to other users of the Website with a commercial purpose).

You agree to indemnify Aardman and its group companies in full and on demand from and against any loss, damage, costs or expenses which they suffer or incur directly or indirectly as a result of your use of the Website and/or the Website Service, and any use of the same under your username other than in accordance with these Terms or Applicable Law.

**6. CONTENT:** The copyright in all material contained on, in, or available through the Website including all information, data, text, music, sound, photographs, graphics and video messages, the selection and arrangement thereof, and all source code, software compilations and other material ("**Material**") is owned by or licensed to Aardman and its group companies. All rights are reserved. You can view, print or download extracts of the Material for your own personal use but you cannot otherwise copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate in any form whatsoever or use the Material (other than Content posted by you) without Aardman's express permission. You must not frame or link to the Website or any part of it without our permission.

The trademarks, service marks, and logos ("**Trade Marks**") contained on or in the Website are owned by Aardman or its group companies or third party partners of Aardman. You cannot use, copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit or disseminate the Trade Marks without the prior written consent of Aardman or the relevant group company or the relevant third party partner of Aardman.

**7. LINK TO THIRD PARTIES:** The Website may contain links to websites operated by third parties ("**Third Party Websites**"). Aardman does not have any influence or control over any such Third Party Websites and, unless otherwise stated, is not responsible for and does not endorse any Third Party Websites or their availability or contents.

**8. AARDMAN PRIVACY POLICY:** We take your privacy very seriously. Aardman will only use your personal information in accordance with the terms of our privacy policy. By using the Website you acknowledge and agree that you have read and accept the terms of our privacy policy and these Terms.

**9. DISCLAIMER / LIABILITY: USE OF THE WEBSITE AND/OR THE WEBSITE SERVICE IS AT YOUR OWN RISK. THE WEBSITE AND THE WEBSITE SERVICE IS PROVIDED ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) AARDMAN DISCLAIMS ALL LIABILITY WHATSOEVER, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE IN RELATION TO THE WEBSITE AND/OR THE WEBSITE SERVICE; AND (B) ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS RELATING TO THE WEBSITE AND/OR THE WEBSITE SERVICE (WHETHER IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE), INCLUDING (WITHOUT LIMITATION) ANY WARRANTY, TERM OR CONDITION AS TO ACCURACY, COMPLETENESS, SATISFACTORY QUALITY, PERFORMANCE, FITNESS FOR PURPOSE OR ANY SPECIAL PURPOSE, AVAILABILITY, NON INFRINGEMENT, INFORMATION ACCURACY, INTEROPERABILITY, QUIET ENJOYMENT AND TITLE ARE, AS BETWEEN AARDMAN AND YOU, HEREBY EXCLUDED. IN PARTICULAR, BUT WITHOUT PREJUDICE TO THE FOREGOING, WE ACCEPT NO RESPONSIBILITY FOR THE CONDUCT OF ANY USER AND/OR ACCOUNT HOLDER OF THE WEBSITE AND/OR WEBSITE SERVICE; ANY ERROR, DELAY OR FAILURE IN THE TRANSMISSION OF ANY COMMUNICATION BETWEEN USERS AND/OR ACCOUNT HOLDERS; ANY TECHNICAL FAILURE OF THE INTERNET, THE WEBSITE AND/OR THE WEBSITE SERVICE; OR ANY DAMAGE OR INJURY TO USERS OR THEIR EQUIPMENT AS A RESULT OF OR RELATING TO THEIR USE OF THE WEBSITE OR THE WEBSITE SERVICE. YOUR STATUTORY RIGHTS ARE NOT AFFECTED.**

Aardman will not be liable, in contract, tort (including, without limitation, negligence), under statute or otherwise, as a result of or in connection with the Website and/or the Website Service, for any: (i) economic loss (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or (ii) loss of goodwill or reputation; or (iii) special or indirect or consequential loss.

**IF AARDMAN IS LIABLE TO YOU DIRECTLY OR INDIRECTLY IN RELATION TO THE WEBSITE AND/OR THE WEBSITE SERVICE, THAT LIABILITY (HOWSOEVER ARISING) SHALL BE LIMITED TO: (A) FIFTY POUNDS STERLING (£50.00); OR (B) THE SUMS PAID BY YOU UPON REGISTERING AN ACCOUNT WITH US; OR (C) THE SUMS PAID BY YOU UPON RECEIVING A WEBSITE**

## **SERVICE, WHICHEVER IS GREATER.**

Nothing in these Terms shall be construed as excluding or limiting the liability of Aardman or its group companies for death or personal injury caused by its negligence or for any other liability which cannot be excluded by English law.

**10. ACCESS RESTRICTION AND SERVICE SUSPENSION OR TERMINATION:** Aardman reserves the right in its sole discretion to deny you access to the Website and/or the Website Service, or any part thereof, with or without notice and for any reason including, without limitation, if you fail to comply with any clause 5 (Member Conduct) or any other provision of these Terms. In particular, Aardman may deny you access to the Website and/or the Website Services if Aardman exercises its right to delete, edit, lock or remove any Content posted, uploaded or displayed by you. Aardman reserves the right to suspend or cease providing all or any of the Website Service, without notice, and shall have no liability or responsibility to you in any manner whatsoever if it chooses to do so.

**11. ADVERTISERS ON THE WEBSITE:** We accept no responsibility for adverts posted on the Website. If you agree to purchase goods and/or services from any third party who advertises on the Website, you do so at your own risk. The advertiser, not Aardman, is responsible for such goods and/or services and if you have any queries or complaints in relation to them, your only recourse is against the advertiser.

**12. ONLINE COMPETITIONS:** If you take part in any competition which is run on or through the Website ("**Competition**"), you agree to be bound by the rules of that competition and any other rules specified by Aardman from time to time ("**Competition Rules**") and by the decisions of Aardman, which are final in all matters relating to the Competition. Aardman reserves the right to disqualify any entrant and/or winner in its absolute discretion without notice in accordance with the Competition Rules.

Your Creations Terms and conditions

- You must be registered to our site to enter this competition. If you are under the age of 13 you will need to get an adult to register on your behalf.
- By entering our competition you are hereby allowing us to publicly display your creation on our website. We will not replicate or use the piece elsewhere without your prior consent.
- We recommend that you refer to the Patent Office website at [www.ipo.gov.uk](http://www.ipo.gov.uk) for more information about patenting and intellectual property rights.
- This competition is separate to "Cracking Ideas" run by the Patent Office. For more information please visit [www.crackingideas.com](http://www.crackingideas.com)

**13. COPYRIGHT POLICY:** It is our policy to terminate any person's account with us if they repeatedly infringe the intellectual property or proprietary rights of others. If you believe any of your work has been copied and posted on the Website in a way which infringes your intellectual property or proprietary rights, please contact us by any of the means set out in paragraph 16 or click on the "Report this" link at the bottom of the Website page or next to the allegedly infringing copy. You will need to provide us with the following information: (i) a description of the work that you claim has been infringed and a description of the alleged infringing copy of it; (ii) a description of where the alleged infringing copy has been posted on the Website; (iii) your contact details; (iv) a written statement, signed by you, to confirm that you are the owner of the work or you are authorised to act on the owner's behalf and the information you have provided to us is accurate to the best of your knowledge and belief.

**14. ACCOUNT HOLDER INTERACTION:** You are responsible for how you interact with other account holders and users of the Website and the Website Service. We reserve the right, but have no obligation, to monitor how you interact with those persons.

**15. GENERAL:** These Terms (as amended from time to time) constitute the entire agreement between you and Aardman concerning your use of the Website and the Website Service and supersede any previous arrangement, agreement, undertaking or proposal, written or oral between you and Aardman in relation to such matters. Aardman reserves the right to update these Terms from time to time. If it does so, the updated version will be effective as soon as it is uploaded on to this the Website and your continued use of the Website Service following any changes constitutes your acceptance of the new Terms. You are responsible for regularly reviewing these Terms so that you are aware of any changes to them. No other variation to these Terms shall be effective unless in writing and signed by an authorised representative on behalf of Aardman. These Terms shall be governed by and construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the English Courts in relation to any dispute arising out of or relating to these Terms and/or your use of the Website and/or the Website Service.

If any provision(s) of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties (as reflected in the provision(s)) and all other provisions shall remain in full force and effect.

Aardman's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Aardman in writing.

Unless otherwise expressly stated, nothing in the Terms shall create any rights or any other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than you, Aardman and its group of companies.

**16. CONTACT US:** You can contact the Aardman online team at [web.producer@aardman.com](mailto:web.producer@aardman.com) ,