



Terms of Use

Introduction

These terms of use (**Terms**) describe the terms and conditions applicable to your access and use of the www.superbrands.com (**Website**) and any content available through or published on the Website (**Content**).

The Website is operated by or on behalf of Superbrands Ltd of 35 Ballards Lane, London N3 1XW, United Kingdom. In these Terms "**Superbrands**", "**us**", "**we**" or "**our**" means Superbrands Ltd and its related bodies corporate.

The Website is provided as a service to clients, marketing industry professionals and others for the purpose of providing information regarding Superbrands, its business, its products and services. The Content is provided for the purposes of general information only.

By using our website you accept the Terms

By using, accessing or browsing the Website, you accept the Terms and you agree to comply with them. If you do not agree to the Terms, you must not use the Website.

We may amend the Terms from time to time. You are deemed to be aware of and be bound by any amendments to the Terms. Every time you wish to use our Website, please check to ensure you understand the Terms that apply at that time as our changes are effective immediately.

Data Protection and Privacy

Full details of the way in which we use cookies on this Website and how we store and handle information from which we can identify you or any third party are set out in our Privacy and Cookie Policy.

Accessibility of our Website

Whilst our Website is accessible for users worldwide, you acknowledge that Content or products and services which are available on or through our Website may not be appropriate for use or available in some locations or territories. Therefore, we make no representation that materials on the Website are appropriate or available for use in all locations, and so accessing them from certain locations or territories where their content is illegal, is prohibited. Your use of the Website is done on the understanding and acceptance that you do so on your own initiative and you are solely responsible for compliance with your local laws.

Ownership of rights on our Website

The Content including the trademarks, names, logos, sounds, images, graphics, text, software, software code, tools, results derived from the use of software and tools, interfaces, website structure, copyright works and materials displayed on it, its layout and design (**Superbrands' Intellectual Property Rights**) are protected by copyright, trademark and other intellectual property laws unless expressly indicated otherwise on the Website. All rights, title and interest in and to the Content, including the Superbrands' Intellectual Property Rights, are owned, licensed or controlled by Superbrands or the party credited as the provider of the Content.

You must not reproduce, copy, imitate or otherwise use any of the Content, in whole or in part, in a manner that is reasonably likely to infringe any of Superbrands' Intellectual Property Rights without prior written permission from us or our licensors. We take ownership and the treatment of our intellectual property rights seriously and are prepared to enforce our rights to the fullest extent permitted by applicable law.

Subject to these Terms, we grant you a limited, temporary, revocable and non-exclusive licence to access, browse and use the Website (including the Content) in accordance with paragraph 6 below.

Access and use of the Website

You may browse the Website for your own personal use, information, research, study and educational purposes only. Superbrands grants to you a limited non-exclusive license to view, copy and print the Content for your non-commercial or personal use.

If you print or download an extract of any page(s) from our Website you must not modify any printed or digital copies of any pages of our Website. The identities of the authors and any identified contributors of the Content must always be acknowledged.

If you would like to use the Content in any other way you will need to request permission from us or from our licensor. You must not use the Website or the Content in any manner or for any purpose which is unlawful or in any manner which violates any of our rights or which is otherwise prohibited by these Terms.

If you breach these Terms, your rights to use our Website or any of the Content will cease immediately and you must, at our option and at your expense, return to us or destroy any copies of the Content that you have.

Disclaimer

Neither we nor any of our, officers, employees or agents will be liable for any losses, or direct; indirect; consequential; incidental or special damages of any kind including lost data, lost profits, lost revenues or business interruption, howsoever arising, out of or in connection with your use of this Website or the Content.

Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the Content is accurate, complete or up to date, except for those warranties, representations or guarantees contained or referred to in any relevant jurisdiction, or that may not otherwise be legally excluded. Any views expressed in the Content or otherwise through material that is linked via the Website are the opinions of the authors and do not represent our views, opinions, beliefs or values or any of our group companies.

To the extent permitted by applicable law, we accept no responsibility or liability whatsoever arising from your use of the Website, except to the extent that you suffer damage, loss or expense as a result of a breach by us of any applicable consumer laws, or as a result of our negligence or wilful misconduct. Similarly, we will not be liable to you if we are prevented or delayed from complying with our obligations under the Terms or applicable law by anything you (or anyone acting on your behalf) does or fails to do or due to events which are beyond our reasonable control.

To the extent permitted by applicable law, we reserve the right to interrupt or discontinue any or all of the functionalities of the Website at any time. We accept no responsibility or liability whatsoever for any interruption or discontinuance of any or all functionalities of the Website, irrespective of whether this is the result of actions or omissions by us or one of our affiliates or of a third party, except to the extent that you suffer damage, loss or expense as a result of a breach by us of any relevant consumer laws, or as a result of our negligence or wilful misconduct.

We do not guarantee that our Website will be secure or free from bugs or viruses.

We have taken reasonable precautions to try to ensure that all products and services referred to on our Website have been fairly described.

Links to and from other websites

Where our Website contains links to other websites, plugins, applications or resources provided by third parties, these links are provided for your information only and are not any indication of approval by us of those linked websites or information that you may obtain from them. These links have been provided for the purpose of general information and we do not provide any guarantee, representation or warranty as to the nature, content and reliability of those links. Nor should you be rely on those links for the purposes of marketing, commercial or legal advice.

We have no control over the content of those other websites, plugins, applications or resources, and we are not responsible for them. As such, you linking to any such linked website is entirely at your own risk. We accept no responsibility or liability whatsoever for the alleged infringement of any intellectual property rights that arises out of your use of the Content,

including any links accessible through our Website and any loss or damage resulting from your use of, or reliance on, any articles, reports, case studies, data or information that is linked from the Website.

You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take unfair advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part unless we have agreed to that.

We reserve the right to withdraw linking permission without advance notice to you.

If you consider that any of the Content, including the News Page, links to material hosted on third party websites that infringes any intellectual property rights, is offensive, derogatory, false or otherwise misleading please contact: info@superbrands.com.

How we may use your personal information

Our use of your personal information is set out in our Privacy Policy.

User conduct

You must not misuse the Website and/or the Content, including by spamming or introducing viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful or restricts anyone else's enjoyment of the Website. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to our site or crawl, frame, edit or broadcast the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.

We will report any breach of this provision to the relevant law enforcement and you accept responsibility for your actions and the actions of persons that you authorise to act for you.

Indemnity

You will indemnify and will keep indemnified Superbrands and its officers, employees, agents, data providers and affiliates on demand against all claims, costs, proceedings, demands, losses, damages, expenses (including legal expenses) or liability whatsoever arising directly or indirectly as a result of:

- any breach of these Terms by you; or
- your fault, negligence or breach of statutory duty; or
- your use of any data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure (whether owned by, leased or licensed to us) or that of any of our service providers.

Governing law and jurisdiction

The Terms shall be governed by and construed in accordance with English law. Disputes arising in connection with the Terms shall be subject to the exclusive jurisdiction of the English courts.

Privacy Policy

Personal Data processed for the following purposes and using the following services:

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Analytics

- Google Analytics

Personal Data: Trackers; Usage Data

- Interaction with external social networks and platforms
- Facebook Like button and social widgets

Personal Data: Trackers; Usage Data

SPAM protection

- Akismet

Personal Data: Usage Data

Contact information

- Owner and Data Controller

Superbrands Limited
35 Ballards Lane
London
NW3

Owner contact email: info@superbrands.com

Who we are

Our website address is: <https://superbrands.com>

Comments

We not allow visitors to leave comments on the site.

Media

Visitors to the website can download and extract any location data from images on the website.

Cookies

If an administrator visits our login page, we will set a temporary cookie to determine if your browser accepts cookies. This cookie contains no personal data and is discarded when you close your browser.

When an administrator logs in, we will also set up several cookies to save your login information and your screen display choices. Login cookies last for two days, and screen options cookies last for a year. If you select “Remember Me”, your login will persist for two weeks. If you log out of your account, the login cookies will be removed.

If an editor edits or publishes an article, an additional cookie will be saved in your browser. This cookie includes no personal data and simply indicates the post ID of the article you just edited. It expires after 1 day.

Embedded content from other websites

Articles on this site may include embedded content (e.g. videos, images, articles, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website.

These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracking your interaction with the embedded content if you have an account and are logged in to that website.

Who we share your data with

If an administrator requests a password reset, the IP address will be included in the reset email.

How long we retain your data

For administrators that have been registered on our website (if any), we also store the personal information they provide in their user profile. All users can see, edit, or delete their personal information at any time (except they cannot change their username). Website administrators can also see and edit that information.

What rights you have over your data

An administrator can request to receive an exported file of the personal data we hold about you, including any data you have provided to us. You can also request that we erase any personal data we hold about you. This does not include any data we are obliged to keep for administrative, legal, or security purposes.

Printed and Signed By:

A handwritten signature in black ink, appearing to read 'Simon Goddard', is written over a horizontal line. The signature is contained within a light gray rectangular box.

Simon Goddard,

CTO

Information Technology & Online Operations Compliance.

Superbrands Limited.