

TERMS OF WEBSITE USE

This page (together with the documents referred to on it) tells you the terms on which you may make use of our website www.spiritofspeyside.com ("**our website**").

Please read these terms of use carefully before you start to use our website. By using our website, you indicate that you accept these terms of use and that you agree to abide by them.

If you do not agree to these terms of use, please do not our website.

Information about us

www.spiritofspeyside.com is a website operated by Spirit of Speyside Whisky Festival Limited ("**We**", "**us**", "**our**"). We are a company registered in Scotland under company number SC298534 and have our registered office and main trading address at Hatton Hill House, Glen Moray Distillery, Bruceland Road, Elgin, IV30 1YE.

Accessing our website

Access to our website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our website without notice (see below). We will not be liable if for any reason our website is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our website, or our entire website, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, 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 of use.

You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use, and that they comply with them.

Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our website for your personal reference and you may draw the attention of others within your organisation to material posted on our website.

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.

Our status (and that of any identified contributors) as the authors of material on our website must always be acknowledged.

You must not use any part of the materials on our website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Reliance on information posted

Commentary and other materials posted on our website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our website, or by anyone who may be informed of any of its contents.

Our website changes regularly

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

Our liability

The material displayed on our website is provided without any guarantees, conditions or warranties as to its accuracy. To the fullest extent permitted by law, we hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or otherwise; and
- any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website or in connection with the use, inability to use, or results of the use of our website, any websites linked to it and any materials posted on it, including but not limited to:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;

- loss of goodwill or reputation;
- loss of opportunity;
- wasted management or office time; and

whether caused by delict (including negligence), breach of contract or otherwise, even if foreseeable.

We also exclude liability whether in contract, delict (including negligence) or otherwise, for the acts or omissions of providers of telecommunications services through which you might access our website or for faults in or failures of their networks and/or equipment.

Nothing in these terms of use limits or excludes our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Information about you and your visits to our website

We 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. We use cookies on our website in accordance with our Cookies Policy.

Transactions concluded through our website

Contracts for the supply of tickets for events formed through our website or as a result of visits made by you to our website are governed by our Booking Terms and Conditions.

If you are providing an event as part of our annual Festival, the sale and distribution of tickets for your event via our website shall be governed by our Event Providers Terms and Conditions.

Uploading material to our website

Whenever you make use of a feature that allows you to upload material to our website, or to make contact with other users of our website, such contributions must comply with the following standards:

- be accurate (where they state facts);
- be genuinely held (where they state opinions);
- comply with applicable law in the UK and in any country from which they are posted;

and contributions must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if this is not the case;
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse;
- contain any image connected with the advertising, promotion or consumption of alcohol which depicts any person who is, or who appears to be, below 25 years of age.

You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to our website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our website constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our website.

We have the right to remove any material or posting you make on our website.

Viruses, hacking and other offences

You must not misuse our website 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 website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website 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 co-operate 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.

Linking to our website from another website

You may create link to the home page of our website provided that you have obtained our prior express consent. If you wish to create a link, please address your request for consent to companysecretary@spiritofspeyside.com. We may in our complete discretion refuse consent to the link or grant consent subject to conditions.

Links from our website

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Jurisdiction and applicable law

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

These terms of use 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 law of Scotland.

Variations

We may revise these terms of use 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. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our website.

Severability

If any provision of these terms of use (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provisions would be valid, enforceable or legal if some part of them or it were deleted, the provision shall apply with whatever modification is necessary to give effect to the original intention of these terms of use.

Your concerns

If you have any concerns about material which appears on our website, please contact companysecretary@spiritofspeyside.com.

Thank you for visiting our website.