

INTERTRUST CLASSIC AWARDS ONLINE PORTAL

Please read these terms and conditions, Privacy Policy, Disclaimer and Copyright statement carefully. These terms and conditions are legally binding.

Terms and Conditions

1 Introduction

1.1 These terms and conditions govern your use of the Intertrust Classic Awards Online Portal (the **Portal**). By using the Portal, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use the Portal.

1.2 These terms and conditions include and should be read in conjunction with the Legal Notice (<http://www.elian.com/legalnotice>) on the website www.elian.com and the Intertrust terms and conditions (the **Intertrust Terms and Conditions**) found on [www.elian.com](http://www.elian.com/termsandconditions) from time to time (<http://www.elian.com/termsandconditions>), the contents of which form part of these terms and conditions and any reference to any website of Intertrust in the Legal Notice or the Privacy Statement shall be deemed to include the Portal.

1.3 Any person using the Portal who, as an Intertrust Client (as defined below) or otherwise, is subject to the Intertrust Terms and Conditions shall use the Portal in compliance with these and the Intertrust Terms and Conditions which shall, to the extent applicable, also apply to the use by a person of the Portal.

1.4 To the extent that there is any inconsistency between these terms and conditions and the Intertrust Terms and Conditions, the Intertrust Terms and Conditions shall prevail.

1.5 The contents of the Portal do not constitute advice and should not be relied upon in making, or refraining from making, any decision. Professional legal advice should be sought before making any such decision.

1.6 This Website is owned by the Intertrust Group. **Intertrust** or **Intertrust Group, we, us** or **our** means Intertrust Group and its subsidiaries, affiliates and successors in title wheresoever situate. Intertrust is providing the Portal for and on behalf of clients of Intertrust.

1.7 **You, your** or **yourself** means you, the person participating in the use of the Portal as a client of Intertrust or as a person employed by or associated with such a client who has been authorised by such client to use the Portal (an **Intertrust Client**).

2 Licence to use the Portal

2.1 You are granted a limited licence to download the materials contained on the Portal to a single personal computer or to any networked personal computer which you may use, and to print a hard copy of the materials contained on the Portal, solely for personal, non-commercial use, provided all copyright, trade mark and other proprietary notices are left intact. The grant of this limited licence is conditional upon your agreement to and compliance with all these terms and conditions. Any other use of any of the materials on

the Portal including reproduction (for any purposes other than those noted above), modification, distribution, or republication, without the prior written permission of the Intertrust is strictly prohibited, and is a violation of Intertrust's intellectual property rights.

2.2 The downloading of Materials shall be subject to the listed licence set out above. **Materials** means all documents or information, including but not limited to any images or files incorporated in or generated by such documents or information, and data accompanying the documents or information.

2.3 Intertrust shall retain all right, title, interest and intellectual property rights in and to the Materials. You may not distribute, sell, or transmit the Materials nor alter, modify or adapt the Materials other than to the extent permitted by applicable law.

2.4 You will not use (other than to the extent permitted by applicable law) any Materials or other materials (of whatever nature) contained or capable of being downloaded from the Portal to develop, design, produce, manufacture, sell and/or distribute any product of whatever nature nor will you permit any third party to do any of the above.

3 Acceptable use

3.1 You must not use the Portal in any way that causes, or may cause, damage to the Portal or impairment of the availability or accessibility of the Portal or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3.2 You must not sell on or share use of the Portal service, or any part of it, with any person.

3.3 You may not create a link to the Portal from another website or document without Intertrust's prior written consent.

4 Access, Security and Confidentiality

4.1 The Portal is accessed via a telecommunication internet connection. These terms and conditions do not include the provision of telecommunication internet connection services necessary for connection to the Portal. You are responsible for obtaining such services.

4.2 You are responsible for providing a suitable personal computer, modem and any other items or hardware or telecommunications equipment necessary to enable you to access the Portal. We may temporarily suspend the Portal at any time for operation, maintenance, technical or other reasons for such period of time as we may in our absolute discretion consider necessary. We may vary the technical specification of the Portal from time to time.

4.3 Access to the Portal is restricted and you should only use it if you have been authorised and given specific access by Intertrust. We reserve the right to restrict your access to the Portal, or to any part of Intertrust's website(s), at our discretion.

4.4 If we provide you with a unique username and password (the **Security Information**) to enable you to access the Portal or other content or services, you must ensure that such Security Information is kept confidential.

4.5 We may disable your Security Information at our sole discretion without notice or explanation for such period of time as we in our absolute discretion consider necessary on a temporary or permanent basis.

4.6 You must take all reasonable steps to keep your Security Information secure and to prevent any unauthorised or fraudulent use of the Portal. If you suspect that any part of your Security Information has been lost or stolen or that someone has obtained access to your Security Information without your consent you must notify your usual contact at Intertrust as soon as possible.

4.7 Until such notification is received by Intertrust, Intertrust will assume that any instructions received in electronic form, which have been authenticated by your Security Information, will be genuine and valid instructions from you and Intertrust will act accordingly. You will be liable for all such instructions and subsequent actions or transactions undertaken by Intertrust.

4.8 Upon notifying Intertrust that your Security Information (or any part thereof) has been lost or stolen or that someone has obtained access to your Security Information without your consent, you will be unable to use the Portal until such time as replacement Security Information is issued to you.

4.9 E-mail communications are not necessarily secure and there is always a risk that e-mail messages may be intercepted or tampered with. By you or some person acting on your behalf (for example an employer) providing your e-mail address and agreeing (or agreeing on your behalf) to receive communications in this way, you acknowledge that these risks exist and that confidentiality cannot always be assured.

4.10 Intertrust does not accept any responsibility for any interception or tampering or loss of confidentiality which may take place either once an e-mail message has been sent by Intertrust or prior to an e-mail message being received by Intertrust or for any losses, claims, damages (including any indirect or consequential loss or damage) or expenses which may be suffered or incurred by you as a result of any such interception or tampering. In addition, Intertrust does not accept any responsibility in the event that any e-mail messages sent by you do not reach Intertrust or any e-mail messages sent by Intertrust do not reach you. Intertrust shall not be liable for any loss or damage you may suffer or incur as a result of any non- delivery of such e-mail messages.

4.11 Before opening or using any documents or attachments, you should check them for viruses and defects. Intertrust shall not be liable in respect of any affected documents or attachments but shall resupply any affected documents.

4.12 You are responsible for ensuring all electronic communications sent by you to Intertrust are free from viruses or defects.

5 Limited warranties

5.1 Whilst we endeavour to ensure that the information on the Portal is operating properly and is accurate, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the

Portal remains available or that the material on the Portal is kept up-to-date. In particular, there may be delays between Intertrust receiving information or undertaking transaction and the appropriate amendments being made to the information in the Portal.

5.2 To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions (implied or express) relating to the Portal and the use of the Portal.

6 Overseas Users

6.1 No information on this website or on the Portal should be construed as a promotion or solicitation for any services or for the use thereof which is not authorised by the applicable laws and regulations of your place of citizenship, domicile or residence.

6.2 If you are resident in, or a citizen of, a jurisdiction outside of Jersey, it is your responsibility to inform yourself about and observe any applicable legal requirements.

7 Links to third party websites

7.1 Certain links on the Portal lead to sites maintained by third parties over which Intertrust has no control. Intertrust makes no representations as to the operation, accuracy, completeness or any other aspect of the information contained on such third party sites (or sites linked to such sites) and shall not be liable for any loss or damage arising from your reliance upon such information.

7.2 Some pages in the Portal contain hypertext links to websites not maintained by us. You are reminded that when you enter other websites via such hypertext links, you may be subject to terms and conditions other than these terms and conditions and that these terms and conditions will not apply to such websites.

8 Confirmations and Undertakings

In using the Portal, you are deemed to have accepted these terms and conditions and as such you will be deemed to have given the following confirmations and undertakings to Intertrust:

- (a) you are an Intertrust Client (or otherwise duly authorised to act on behalf of an Intertrust Client);
- (b) you have read and understood the terms and conditions and the Intertrust Terms and Conditions and agree to be bound by them; and
- (c) you are resident in, or a citizen of Jersey or have otherwise complied with all applicable legal requirements in any other jurisdiction necessary for you to lawfully make use of the Portal.

9 Data Protection

9.1 Personal data (including sensitive personal data) within the meaning of the Data Protection (Jersey) Law 2005 (the **DPL**) (or any other applicable law relating to data protection) relating to you and to your use of the Portal may:

- (a) be collected and held (in hard copy and/or computer readable form) and processed by Intertrust for administration and management purposes; and
- (b) be disclosed or transferred to:
 - (i) employees of Intertrust;

(ii) any other persons as may be reasonably necessary (including without limitation organisations which provide and administer services in relation to the Portal); and

(iii) as otherwise required or permitted by law.

9.2 You consent to the processing and disclosure of your personal data as set out in these terms and conditions and also consent to the transfer and disclosure of personal data to other jurisdictions in which Intertrust or any member of the Intertrust group may operate, which consent shall apply regardless of the country to which the data is to be transferred whether within or outside the European Economic Area.

9.3 You also consent to the monitoring by Intertrust of your internet usage and of email communications received, created, stored, sent or forwarded by you on equipment and/or systems (including the Portal) provided by Intertrust.

9.4 You shall at all times during your use of the Portal act in accordance with any applicable data protection law and shall comply with any policy introduced by Intertrust to comply with such laws.

9.5 You consent to any member of the Intertrust Group holding and processing, both electronically and manually, the Personal Data it collects in relation to you, in the course of your use of the Portal, for the purposes of Intertrust's administration and management of the Portal and its business and for compliance with applicable procedures, laws and regulations and to the transfer, storage and processing by Intertrust of such data outside the European Economic Area.

9.6 Without prejudice to the generality of this clause you explicitly consent to Intertrust or any third party authorised by Intertrust, processing any sensitive personal data relating to you.

9.7 **Personal data, processing** and **sensitive personal data** shall have the meanings set out in the DPL.

10 Confidentiality

10.1 In accessing the Portal you accept that electronic messages sent and received using the Portal may not be free from interference by unauthorised persons and may not remain confidential. We cannot guarantee the privacy or confidentiality of any information relating to you which passes over the internet.

10.2 You should note that your ability to access the Portal may mean that information relating to you is available in jurisdictions outside Jersey. In using the Portal we cannot be held liable for any loss, injury or damage whether direct or indirect, special or consequential arising from such availability other than where there has been fraud or wilful misconduct or gross negligence on our part.

11 Indemnity

11.1 You hereby indemnify us and undertake to keep Intertrust indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

11.2 Intertrust shall take reasonable care in the provision of the Portal. However, Intertrust shall not be liable to you for any loss or damage (including any indirect or consequential loss or damage) you may suffer or incur as a result of your use of the Portal unless such loss or damage results directly from the fraud or wilful misconduct of Intertrust. Your use of the Portal is entirely at your own risk.

11.3 The delivery time for any instructions that you send to Intertrust using the internet may vary considerably depending on your internet service provider, your computer system, the way in which the instruction has been routed on the internet and on third party providers. We do not accept any liability for any indirect or consequential loss suffered by you or for any loss as a result of any delay in us receiving your instruction or due to any inability to use, interruption to or non-availability of our website.

11.4 In the event that you do not comply with these terms and conditions and this results in loss or damage to Intertrust, you shall be liable to compensate Intertrust for any such loss or damage.

12 Variation

We may change these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of the Portal from the date of the publication of the revised terms and conditions on the Portal.

13 Assignment

13.1 We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

13.2 You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

14 Governing Law

These terms and conditions shall be governed by and construed in accordance with Jersey law. You agree that in the event of a dispute the Jersey courts shall have nonexclusive jurisdiction.

15 Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

16 Breaches of these terms and conditions

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the Portal, prohibiting you from accessing the Portal, blocking computers using your internet protocol address from accessing the Portal, contacting your internet service provider to request that they block your access to the Portal and/or bringing court proceedings against you.

17 Termination

17.1 We can suspend the provision of the Portal to you or end our agreement with you regarding use of the Portal immediately if you breach these terms and conditions in any way or we believe the Portal is being used in a manner prohibited under these terms and conditions.

17.2 If we suspend your use of the Portal for contravention of any of these terms and/or conditions we will not restore it until we receive an acceptable assurance from you that there will be no further contravention of these terms and conditions.

17.3 We may cancel the Portal or any service offered by Intertrust in connection with the Portal at any time without giving any notice.

17.4 You may ask us to terminate your ability to use the Portal by contacting the Portal administrators, using the 'Contact Us' page on the Portal.

18 Entire agreement

These terms and conditions, together with the Legal Notice and the Intertrust Terms and Conditions, the Privacy Policy, the Disclaimer and Copyright statement constitute the entire agreement between you and us in relation to your use of the Portal, and supersede all previous agreements in respect of your use of the Portal or any similar product or service offered by Intertrust.

Privacy Policy

Intertrust is committed to protecting and respecting your privacy on-line. We are aware of the concern which exists over the use of personal information provided over the internet and therefore the following statement sets out our privacy policy and gives an explanation of what we do with any personal information provided by our users. This privacy policy is not intended to and does not constitute any contractual or other legal right in or on behalf of any party. We reserve the right to monitor and store information relating to who visits our website principally so that we can ensure our website is easy to use and identify any areas for improvement. Please be aware that Intertrust has offices in various jurisdictions and any information that you provide to Intertrust through our website may be transferred to and shared with entities within the Intertrust Group that are based in our various locations and some of these jurisdictions may not provide the same level of protection for personal data that is provided by your own country. Intertrust does not control and is not responsible for the privacy policy of any website or organisation to which this website provides links. By including references, hyperlinks or other connections to such third party websites Intertrust does not imply any endorsement of them or any association with their owners or operators. Whilst we do our best to safeguard your personal information we cannot ensure or warrant the security of any information that you may transmit to us.

Disclaimer

The content of this website does not constitute legal or other professional advice and should not be used as such. A suitably qualified lawyer should always be consulted when any legal advice is required.

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Intertrust is not responsible for the content of any other website to which you may gain access from this website, or from which you may have gained access to this website. Intertrust does not accept any responsibility or liability in connection with any such links or websites whatsoever.

This website is subject to the law of Jersey, Channel Islands and the jurisdiction of the Jersey Courts. Any communication with this website shall be deemed to have taken place in Jersey, Channel Islands, irrespective of where the remote user may be physically located.

Intertrust accepts no responsibility or liability whatsoever in relation to any computer virus or similar defect which may have infected this website. Users of this website must take their own precautions regarding virus protection and security.

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Copyright

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