

# **WEBSITE & COMMUNITY PANEL TERMS & CONDITIONS**

## **UK – ENGLISH**

Last updated: January 2017

### **Introduction**

Welcome to Gala Voice's website ("Site"). These Terms and Conditions (the "Terms") sets forth the agreement between Gala Voice ("Community", "we" or "us") and each user ("you") governing the use by you of this Site. Please read these Terms carefully before using this Site. By using this Site, you agree to be bound by the terms and conditions contained in these Terms. If you do not agree to these Terms, you may not access, register for a member account or otherwise use this Site.

The Community reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms, including the Privacy Policy [of the Community, at any time. See Privacy Policy for more details of our Privacy Policy update procedure. The "Last Updated" date at the top of these Terms will indicate when the latest modifications were made. It is your responsibility to check these Terms periodically for changes. Your continued use of this Site after these Terms have been changed will mean that you accept and agree to the changes. In addition, when using particular services or features on this Site, you may be subject to any posted guidelines or policies applicable to such services or features that may be posted from time to time. All such guidelines or policies are hereby incorporated by reference into these Terms. Provided you comply with these Terms, the Community grants you a personal, non-exclusive, non-transferable, limited privilege to enter, access and use this Site.

### **Eligibility**

Membership to this Site is free and is open to individuals only (not corporations or other business entities) that are at least eighteen (18) years of age. Membership in certain Surveys (as defined below) may be further restricted based on your age or geographic location. You are permitted to have only one account.

### **Your Member Account**

While you may access this Site without registering for a member account, in order for an account to be established in your name and for you to participate in any Surveys (as defined below), you must complete the provided online registration. To open a member account, you must provide the Community with complete and valid contact information, including your full legal name, home address, valid e-mail address, and all other requested information. Your account must have a unique and valid e-mail address and password.

You agree to provide only accurate, current and complete registration information and to keep that information updated in order to maintain its accuracy. The Community may terminate or suspend your membership and you may forfeit your rewards if you fail to provide or keep your personal information accurate and complete.

You may use only one (1) password to open and access your account, and you may not use another account holder's password or allow anyone else to use your password, for

any reason. You are solely responsible for the security of your user name and password and any activity that occurs under your member account, whether authorized or unauthorized. The Community will not be responsible for any losses incurred through the use of your password by a third party, except when unauthorized use is directly attributable to the gross negligence or wilful misconduct of the Community. You agree to immediately notify the Community of any unauthorized use or breach of your member account.

Should you forget your password, you may request that the Community send it to you via e-mail by completing the Forgot Password request process on this Site. This procedure assumes that mention is made of your username, and that the e-mail address provided by you when registering is used (or the new one provided in the event of an update).

By registering as a member of this Site, you agree to receive e-mail invitations to participate in surveys and panels conducted by the Community, its third-party partners and their clients ("Surveys"). The Community does not guarantee that you will receive a certain minimum volume of invitations or any invitations at all. Your participation in any Surveys and your disclosure of any personally-identifiable information is completely voluntary.

The Community retains the right to monitor all member activity within the Site. If required by law, if you have violated our Code of Conduct below, in the event that your member account shows signs of fraud, abuse or suspicious activity or as otherwise deemed necessary by us, for instance where you do not respond to a reasonable number of requests to participate in Surveys, your member account may be terminated. If you have conducted any fraudulent activity, the Community reserves the right to take any necessary legal action and may have grounds to confiscate any rewards redeemed as a result of such activity. In addition, you may be liable for monetary losses to the Community, including litigation costs and damages, and you will not be allowed to participate in the Community in the future.

You may cancel your account at any time by contacting the Community at [support@galavoice.com](mailto:support@galavoice.com) or by activating the "Unsubscribe" feature on this Site. Your account will also be cancelled if you withdraw or unsubscribe from the the Community. Immediately upon deletion or your withdrawal from the Site, your member account will be closed. You understand and agree that, as noted above, upon closing your account, your right to access your member account and the Surveys will cease. The Community may terminate your member account at any time for any reason.

### **Rewards**

The Community values our members' opinions, and to show our appreciation, the Community offers rewards in the form of monthly prize draws. More information about the rewards program of the Community can be found at [www.galavoice.com](http://www.galavoice.com)

## **Relationship**

You are responsible for providing any computer equipment and communications services necessary to connect to and access this Site. You agree that neither your membership to this Site nor your completion of any Surveys for the Community, its third party partners and their clients create any agency, partnership or employment relationship, and that your completion of Surveys is strictly as an independent contractor. You also agree that any rewards you receive for completing Surveys are the only compensation you will receive for your completion of such Surveys.

## **Member Code of Conduct**

The Community is an online "Community Panel" dedicated to making your voice heard and allowing you to tell leading providers of products and services what you think. When you use and post content to this Site you must observe the following rules:

- Be courteous and respect the opinions of others and behave in a manner that supports a safe and comfortable environment for all members.
- Do not post any of the following:
  - Material that advocates illegal activity or political, religious or ideological beliefs.
  - Personal attacks or anything (including "jokes" that may be misconstrued) obscene, vulgar, illegal, harmful, discriminatory, racist, xenophobic insulting, threatening, abusive, harassing, defamatory, libelous, untrue, misleading or invasive of someone else's privacy or anything that is in any way pornographic or pedophilic or that refers directly or indirectly to pornographic or pedophilic sites.
  - Advertising and solicitations - Do not use any community areas to buy or solicit for goods, services, or money, or to advertise or sell products or services to others. For example, do not post any advertising, referrals, promotional materials, junk mail, "spam," chain letters, pyramid schemes or any other form of solicitation.
  - Any content that infringes any patent, copyright, trademark, trade secret or other intellectual property right of another or that, without prior written permission, mentions any third party brand or personality or uses any third party content.
  - Any statement that expresses or implies that any actions you take are endorsed by the Community or our clients.
- Do not take any Surveys other than in good faith, such as providing false answers, answers that are not your own genuine responses or speeding through a Survey or answering each question the same way. The Community reserves the right to withhold awarding rewards to you if, in the Community's reasonable view, your Survey responses are untruthful or not well considered.
- Do not access or use any part of the Site for anything other than your personal, non-commercial use.
- Do not access or use any part of the Site in any way that may violate any applicable law, regulation, or other governmental requirement and/or principles of good conduct.

- Do not resell, barter, trade or otherwise attempt to generate income by providing access to your member account to others.
- Do not impersonate any individual or entity, including, without limitation, a Community employee, agent or client, or other Community members or otherwise misrepresent your affiliation with any person or entity, including by "framing" any portion of this Site to make it look like you have a relationship with us or that we have endorsed you for any purpose.
- Do not attempt to circumvent the Site or any security measures used on the Site, including by requesting rankings from other members or posting content which does not respond to or pose any question in order to garner rewards.
- Do not release, publish or otherwise disclose or make reference to any Survey or Site content in any media without our prior written permission.
- Do not collect or store any personal information about other members of this Site and in particular, without limiting the foregoing, do not obtain email addresses of other Site members or third parties with a view to sending unsolicited emails, for whatever reason or purpose.
- Do not attempt to access any service or area of the Site or any Surveys that you are not authorized to access.
- Do not use any robot, spider, scraper or other automated means or interface not provided by us to access the Site or extract data.
- Do not send to or otherwise impact us or this Site (or anything or anyone else) with harmful, illegal, deceptive or disruptive code such as a virus, "spyware", "adware" or other code that could adversely impact this Site or any recipient or take any action, such as a denial of service attack, that might impose a burden on this Site's infrastructure or interfere with the ordinary operation of this Site.
- Do not re-post on the Site any statements you receive from the Community Help Desk or Customer Support.
- Do not communicate with the Community help desk in a manner which is obscene, vulgar, harmful, insulting, threatening, abusive, harassing, defamatory, libelous, untrue or misleading.
- Do not engage in any other activity that the Community may reasonably deem improper or abusive. Failure to comply with this Code of Conduct may result in termination of your member account.

### **Confidentiality of Surveys**

The Community 's third party partners or clients may disclose confidential and/or proprietary information and materials to you as part of Surveys, and such information and materials shall remain the sole and exclusive property of its owner. This confidential information may include, but is not limited to, new product ideas or concepts, packaging concepts, advertising and movie or television concepts or trailers, and the text, visual images and sounds related thereto. By becoming a member, you agree that you will keep the contents and materials disclosed to you as part of all Surveys in which you participate confidential and not disclose them to any third party or use the confidential information for any purpose except for the sole purpose of completing the Surveys. If you breach this obligation, in addition to termination of your account, you may be liable

for monetary damages to the Community and/or our clients for damages caused by the result of your breach.

### **Privacy Policy**

Use of this Site is subject to the terms of the Privacy Policy of the Community, which is hereby incorporated into and made part of these Terms. Please carefully review the Privacy Policy. By using this Site, you agree to be bound by the terms of the Privacy Policy. We reserve the right, and you authorize us, to use information regarding your use of this Site and any other personal information provided by you in accordance with the Privacy Policy.

### **Member Content and License**

You hereby grant the Community and its third party partners and clients where the Survey in question is conducted by them, a non-exclusive, perpetual, unlimited, worldwide, royalty-free right to use for any purpose any content you submit to this Site (e.g., your opinions, ideas and Survey responses), including the right to edit, copy, transmit, publish, display, modify, distribute, create derivative works from and develop such content and to transfer such content to third parties. You, not the Community, will have sole responsibility and liability for all content you use, upload, post or submit to the Site, including on our message boards and in any Survey in which you participate, including the obligation to obtain any necessary approvals and authorizations required to post such content. By submitting such content to the Site, you release the Community and its clients and third party partners from any obligation to compensate you in respect of use of such content in any form, including without limitation, for commercial use and hereby waive any moral rights that you might otherwise have been able to exercise in respect of that content.

### **The Community Intellectual Property**

You acknowledge that all materials on the Site, including the Site's design, graphics, text, sounds, pictures, software and other files and the selection and arrangement thereof (collectively, "Materials"), are the property of the Community or its licensors, and are subject to and protected by United States and international copyright and other intellectual property laws and rights. All rights not expressly granted to you are reserved by the Community or its licensors. Except as expressly authorized by these Terms or on the Site, you may not copy, reproduce, distribute, republish, download, perform, display, post, transmit, exploit, create derivative works or otherwise use any of the Materials in any form or by any means, without the prior written authorization of the Community or the respective intellectual property rights owner. The Community authorizes you to view and download the Materials only for personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices contained in the original Materials. You may not modify or adapt the Materials in any way or otherwise use them for any public or commercial purposes.

The logo and trademarks "Gala Voice", [www.galavoice.com](http://www.galavoice.com), are trademarks or registered trademarks of the Community or its affiliates. All other trademarks, service

marks, logos and trade names used on this Site are the property of the Community or their respective owners and may not be copied, imitated or otherwise used, in whole or in part, without the prior written authorization of the Community and/or its licensors. All rights are reserved.

### **Disclaimer of Warranties**

By utilizing this Site, you acknowledge and agree that the Community is not a bank or any other kind or form of financial institution. the Community is not responsible for the actions of any third party, such as the issuers of any e-rewards, gift cards, vouchers or other rewards.

You expressly agree that your use of this Site and your member account is at your sole risk. You agree that this Site, all information on this Site, and the services offered by this and their functionality are provided by the Community or its corporate parents or affiliates, successors or assigns, suppliers or agents, "AS IS" and "AS AVAILABLE". The Community is not responsible for typographical errors regardless of source. In addition, the Community does not represent or warrant that the information accessible on this Site is accurate, complete, or current. You hereby release the Community and its affiliates and third party providers from all liability regarding the redemption and use of any rewards, other than rewards that, after receipt, may be lost, stolen or destroyed. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS, the Community AND ITS AFFILIATES OR AGENTS DISCLAIM ALL WARRANTIES, CONDITIONS AND DUTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS: (a) OF SATISFACTORY QUALITY , OF FITNESS FOR A PARTICULAR PURPOSE OR USE, OF RESULTS, AND OF ACCURACY OR COMPLETENESS OR PRIVACY OR SECURITY OF INFORMATION; (b) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (c) CREATED BY TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. THE COMMUNITY FURTHER DISCLAIMS ALL DUTIES TO YOU, IF ANY SUCH DUTIES EXIST, INCLUDING BUT NOT LIMITED TO REASONABLE CARE, WORKMANLIKE EFFORT, FREEDOM FROM COMPUTER VIRUS, AND LACK OF NEGLIGENCE. THE COMMUNITY FURTHER MAKES NO WARRANTY OF TITLE OR AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY ASPECT OF THE COMPLETE SITE, OR AGAINST INFRINGEMENT. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMMUNITY AND ITS AFFILIATES ON OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

### **Limitation of Liability**

WITH THE EXCEPTION OF PERSONAL INJURY OR DEATH RESULTING FROM THEIR NEGLIGENCE OR ANY LIABILITY FOR FRAUD, THE COMMUNITY AND ITS AFFILIATES OR AGENTS SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THE USE OF OR INABILITY TO USE THE SITE, INCLUDING ANY LIABILITY (I) AS A PUBLISHER OF INFORMATION, (II) FOR ANY INCORRECT OR INACCURATE INFORMATION, (III) FOR ANY UNAUTHORIZED ACCESS TO OR DISCLOSURE OF YOUR TRANSMISSIONS OR DATA, (IV) FOR STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE, OR (VII) FOR ANY OTHER MATTER RELATING TO THIS SITE OR ANY THIRD PARTY WEBSITE. SUBJECT TO THE EXCEPTIONS STATED AT THE BEGINNING OF THIS PARAGRAPH, THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING, TO THE FULLEST EXTENT ALLOWED BY LAW, FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR GENERAL DAMAGES, OR FOR DAMAGES FOR LOST PROFITS, LOSS OR IMPAIRMENT OF PRIVACY, SECURITY OR DATA, FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO ANY DUTY OF GOOD FAITH, WORKMANLIKE EFFORT OR OF LACK OF NEGLIGENCE), OR FOR ANY OTHER SIMILAR DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO ANY BREACH OR OTHER ASPECT OF THE ENTIRE AGREEMENT OR THIS SITE, EVEN IF THE COMMUNITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY OR MISREPRESENTATION.

IN NO EVENT SHALL THE LIABILITY OF THE COMMUNITY, ITS CORPORATE PARENTS OR AFFILIATES, SUCCESSORS OR ASSIGNS, SUPPLIERS OR AGENTS EXCEED THE ACTUAL RETAIL VALUE OF AN APPLICABLE REWARD AT ISSUE, OR IF A DISPUTE RELATES GENERALLY TO YOUR USE OF THE SITE, TO THE FAIR MARKET RETAIL VALUE OF THE REWARDS WHICH YOUR UNUSED, UNEXPIRED, NON-CANCELED REWARDS ARE CONVERTIBLE INTO.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE EXCLUSIONS AND LIABILITY ARE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

### **Indemnification**

You agree to compensate and hold the Community, and its parent and affiliated companies, together with their officers, directors, owners, employees and agents harmless from any and all claims, losses, damages, suits, fines, levies and costs (including reasonable attorney's fees and expert witness costs, including costs associated with in-house counsel), (collectively "Claims"), arising from or related to your use of or conduct on this Site and any content you place on, submit to or transmit through this Site, your breach of these Terms, your infringement or violation of any

rights of another, or termination of your access to the Site, including Claims made by third parties. You agree that the Community has the unlimited right to defend any Claim and to settle any Claim without your prior permission. You agree to provide the Community with all reasonable assistance in the defence of any Claim.

### **Links; Third Party Websites**

The Community may provide links to third-party websites as a convenience to you, and the Community's providing of any link does not constitute an endorsement by such site of the Community or vice versa. If you use these links, you will leave the Site. You agree that the Community is not responsible for examining or evaluating the content or accuracy and the Community does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. You will use these links at your own risk. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that the Community is not in any way responsible for any such use by you. The Community expressly disclaims any responsibility for the content, legality, decency or accuracy of any information, and for any products and services, that appear on any third party website.

Without limiting the foregoing, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the use of the Site, including payment for and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that, save for death or personal injury resulting from their negligence or their liability for fraud, the Community and its affiliates shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Site.

### **Applicable Law and Exclusive Forum**

These Terms and all performances and claims of every nature (including without limitation, contract, tort and strict liability) relating in any way to any aspect of this Site shall be governed by the laws of England and Wales without regard to its conflict of law provisions. Any disputes regarding such claims or arising under or related in any way to these Terms or this Site shall be heard exclusively in the appropriate forum in the UK courts.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND the Community HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING OR LITIGATION BROUGHT AGAINST THE OTHER WITH RESPECT TO THESE TERMS OR THE SITE. IN ADDITION, NEITHER YOU NOR THE COMMUNITY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER SITE USERS, OR LITIGATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

### **Notices**

Notices to You: We may give you all notices that we are required to give by posting notice on this Site. You also agree that we may give notice by email in our discretion, including notice of subpoenas or other legal process (if any). We may provide notice to any email or other address that you provide during registration. You agree to keep your address current and to check for notices posted on the Site.

Notices to Us: We receive many emails and not all employees are trained to deal with every kind of communication, so you agree to send us notice by mailing it to Ladbrokes Coral Group (Gibraltar), Regal House, Queensway, Gibraltar, GX11 1AA. Attn. General Counsel. If a law requires us to accept email notice notwithstanding the foregoing, call us at 0800 44 0011 for our address established for receipt of such notices.

### **Entire Agreement; Miscellaneous**

These Terms, including items incorporated into them (e.g., the Privacy Policy), as well as any additional terms or conditions contained on the Site for particular activities, and disclosures provided by us and consents provided by you on the Site (collectively, the "Entire Agreement"), constitute the entire agreement between us and neither party has relied on any representations made by the other that are not expressly set forth in the Entire Agreement. If any provision of the Entire Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions will remain in full force and effect, provided that the allocation of risks described herein is given effect to the fullest extent possible. Our failure to act with respect to a breach does not waive our right to act with respect to subsequent or similar breaches, and time is of the essence of the Entire Agreement. This Site is controlled by us from our offices within the United Kingdom and is directed to UK users. If you choose to access this Site from locations outside the UK, you do so at your own risk and you are responsible for compliance with applicable local laws. You may not use or export anything from the Site in violation of UK export laws and regulations or the Entire Agreement.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising from or relating to use of this Site or these Terms must be filed within one (1) year after such claim or cause of action arose, or will be forever barred.

The "Disclaimer of Warranties" and "Limitation of Liability" provisions of these Terms are for the benefit of the Community and its affiliates as defined herein, and each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

### **Notice of Copyright Agent**

The Community respects the intellectual property rights of others and requests that you do the same. If you believe that your work has been reproduced in this Site in a way constituting copyright infringement, you may provide a notice to the designated Copyright Agent for the Site at [support@galavoice.com](mailto:support@galavoice.com) containing the following:

- An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright interest;
- Identification of the copyrighted work claimed to have been infringed;

- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material;
- The address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;
- A representation that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A representation that the information in the notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**Further Information**

If you have a complaint, you may contact us at:

Privacy Officer acting on behalf of Gala Bingo  
Ladbrokes Coral Group (Gibraltar),  
Regal House,  
Queensway,  
Gibraltar,  
GX11 1AA  
E-Mail: [support@galavoice.com](mailto:support@galavoice.com)

In the event of any conflict between the terms of the Gala Bingo Privacy Policy, and the Gala Voice Terms and Conditions, the Gala Bingo Privacy Policy terms shall prevail.