

Terms and Conditions

1 Introduction

- 1.1 Channel Four Television Corporation ("Channel 4", "We" or "Us") manages the Core4 service ("Online Community") and Alida (rebranded from Vision Critical) is the third party service provider We use to provide the platform that powers the Online Community
- 1.2 "You" or "Your" means any person who is registered with, and participates in, the Online Community (a "Participant").
- 1.3 By agreeing to become a Participant You agree to be bound by these terms and conditions ("Terms") so please read them carefully. We reserve the right to amend the Terms at any time by posting changes online at the Core4 Hub www.core4.channel4.com ("Website"). As a Participant it is Your responsibility to review the Terms regularly to ensure that You are aware of any changes made and that you agree to them. Your continued participation in the Online Community after changes are posted means that You agree to be legally bound by the Terms as amended.
- 1.4 As a Participant You may receive invitations to participate in surveys and other research activities from Us (together "Research"). Your participation in all Research is voluntary and You may cease to be a Participant at any time. You can unsubscribe from the Online Community at any time by visiting the Website or using the unsubscribe option within emails sent to you.
- 1.5 You must be a resident of the UK and at least 16 years of age to register with the Online Community.
- 1.6 Any personal information that you give us through your participation in the Online Community (e.g. responses to surveys and other research activities) will be collected, stored and used in accordance with the Privacy Policy (section 3) which you can access via here.

2 Use of the Website and Contributions

2.1 Content made available to You via the Online Community is confidential and You shall not disclose any information in whole or in part to any third party. You shall also ensure that You do not disclose your password or login details to any third party and shall immediately notify Channel 4 if you become aware or suspect a password has been either intentionally or unintentionally disclosed.

2.2 You may <u>not</u>:

- copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, create links, or otherwise use the Website content or any other materials We provide ("Materials") in any way except for Your own personal, non-commercial, use
- adapt, alter or create any derivative work from the Website or the Materials except for Your own personal, non-commercial, use

Any use of the Website content or the Materials other than for Your personal, non-commercial, use requires Our prior written permission.

- 2.3 Access to the Website is permitted on a temporary basis and we reserve the right to withdraw, suspend or amend any aspect or feature of the Website without notice.
- 2.4 You are solely responsible for making all necessary arrangements for you to have access to the Website.
- 2.5 Any contribution by You to the Website or in any other form will be considered non-confidential and non-proprietary. By submitting any contribution to the Website or in any other form (including any text, photographs, graphics, video or audio) You waive all moral rights in your contribution and grant to Channel 4:
- a perpetual, royalty-free, non-exclusive, sub-licensable right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights throughout the world with respect to Your contribution; and/or
- the right to incorporate Your contribution in other works in any media now known or later developed for the full term of any rights that may exist in Your contribution

If you do not want to grant to Channel 4 the rights set out above, You must not submit Your contribution to the Website.

- 2.6 Further by submitting Your contribution to the Website or in any other form, You warrant that Your contribution:
- is Your own original work or you have the express consent of the owner to use it;
- can be made available to Us for all the purposes specified above
- does not contain any derogatory, offensive, indecent, inappropriate or defamatory comments, material or statements
- does not infringe any third party intellectual property rights or rights of privacy
- does not contain any computer virus, or other form of malicious computer code which would disable, disrupt, harm or impede the Website or any software, hardware or data owned or operated by Us
- complies with all applicable laws and regulations including, without limitation, data protection and privacy laws

2.7 If you breach any of the warranties above we have the right to remove you from the Core4 online community without notice.

3 Information we collect about You

3.1 We process information about You in accordance with the privacy policy ("Privacy Policy"), together with the Terms. To the extent that they are inconsistent, the Terms shall take precedence.

- 3.2 As set out above, this Online Community is hosted by Alida on behalf of Channel 4. All research is carried out by Channel 4 in accordance with the Market Research Society Code of Conduct which can be found here.
- 3.3In order to become a Participant in the Online Community, you will need to be a registered user with Channel 4. If you are already registered, you will be signed in to the Online Community using your Channel 4 login details. If you are not a registered user, you will be asked to sign up at www.channel4.com before you can join the Online Community. Your registration details will be held by Channel 4 in accordance with our privacy policy (available at www.channel4.com/4viewers/privacy). Please note that any information gathered by Us or given to Us by You in this Online Community (e.g. survey responses and any other research activity) is used for market research purposes to aid Us in understanding our audiences. This information will be passed back to Channel 4 and stored alongside your registration information in our database in accordance with their privacy policy. However, We will not disclose your personal information to any other third parties.
- 3.4 By becoming a Participant, You agree that We shall be entitled to use Your details for the purposes set out in the Privacy Policy and:
- To provide feedback in surveys to enable Us to assess our performance and to improve our products and services;
- To improve the products and services of our advertising partners; and
- To enable Us to provide You with any prizes which You have won when You enter prize draws.
- 3.5 It is Your responsibility to ensure that the personal information We hold about You (including Your email address) is kept up-to-date and is accurate (Your profile for both Channel 4 and Core4). Failure to do so, or the provision of false information, could result in You being removed from the Online Community.
- 3.6 Channel 4, via the Alida platform may contact prospective and existing Participants via email, and will store all personal contact details in line with the Privacy Policy (accessible via here).
- 3.7 The security of your data is our main priority. Alida are committed to maintaining the security of the data We collect and has appropriate security measures in place to protect against loss, misuse or alteration of such information. Employees or agents of Alida can only access data by use of authorised user name and passwords.
- 3.8 For more information about this Privacy Policy, or if you wish to access your personal information, please send an email to dataprotection@channel4.co.uk

4 Promotions

- 4.1 The monthly incentives and prize draws are administered by Alida on Channel 4's behalf. We also work with fulfilment provider Virtual Incentives to distribute our quarterly prize draws, as well as ad hoc prizes.
- 4.2 There will be a monthly prize draw to win one of 4x £100 gift cards each calendar month. Entry into the prize draw will be available with each survey invitation. There will also be a quarterly prize draw with 40x £10 gift cards each quarter. Details of

how members qualify for these, along with further information can be found in the Prize Draw Rules document (accessible via here).

5 No Warranty

- 5.1 We will endeavour to provide the Website using our reasonable skill and care. We make no further warranty or representation, whether express or implied, in relation to the Website. All implied warranties or conditions of satisfactory quality, fitness for purpose, completeness or accuracy are hereby excluded to the fullest extent permitted by law.
- 5.2 We give no warranty that the Website will meet Your requirements or will be uninterrupted, timely, secure or error free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs.
- 5.3 We will have no liability to You if You are removed from the Online Community for any reason.

6 Intellectual Property Rights

6.1 You acknowledge and agree that all intellectual property rights in the Website, its contents (including any software) and in the content published on it and in any Materials shall remain at all times vested in Channel 4 or its licensors. These intellectual property rights include, without limitation, copyright, trademarks, the underlying software, the design, graphics, layout, look and feel and structure of the Website and the Materials, database rights, design rights, domain names and rights to goodwill and/or to sue for passing off. You are permitted to use this material and content only as expressly authorised by Channel 4 or its licensees.

7 General

- 7.1 If there is any conflict between the Terms and the Privacy Policy or any other terms appearing elsewhere on the Website or otherwise then the Terms shall prevail.
- 7.2 If any of the Terms are determined by a competent authority to be unlawful, invalid or otherwise unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.
- 7.3 The Terms shall be governed by and interpreted in accordance with the laws of England and Wales and You agree to the exclusive jurisdiction of the English Courts.
- 7.4 No failure or delay by Us in exercising any right under the Terms shall operate as a waiver of that right.