

TERMS & CONDITIONS FOR USE OF THE HOUSING DESIGN AWARDS WEBSITE AND EVENT WEBSITES

Important: These are the terms and conditions upon which we provide the Housing Design Awards and associated event websites.

By accessing the Site, you agree to these terms and conditions. If you do not agree to these terms and conditions, you should not use or access the Site.

Definitions

"You" means the user of the Site, "We/us" means the Housing Design Awards and all its associated and subsidiary companies/events, "Site" means the site of the Housing Design Awards or associated events on the World Wide Web. "Content" means the information and other material available within the Site.

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You acknowledge that the Content is made available to you for your personal use only. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, distribute, publish, commercially exploit or create derivative works of the content.

Warranty

The site and the content (which includes Content that is supplied to us by third parties either directly or indirectly) is provided on an "as is" and "as available" basis and we make no warranties or representations, whether express or implied, in relation to the Site or the Content, including but not limited to, implied warranties or conditions or completeness, accuracy, satisfactory quality and fitness for a particular purpose.

Liability

You agree that, except for death and personal injury arising from our negligence, we shall not be liable in contract, tort, negligence, statutory duty or otherwise, for any loss or damage whatsoever arising directly or indirectly from or in any way connected with the Site or your use of or reliance upon the Content or any information you obtain by means of the Site or your use of or reliance upon the Content or any information you obtain by means of the Site or any bookings or purchases you make of goods and/or services through your use of the Site, including, without limitation, damage for loss of profits, loss of business, or any other consequential or pecuniary loss (even where we have been advised of the possibility of such loss or damage.)

You agree and acknowledge that you are solely responsible for evaluating any goods or services offered by third parties via the Site. You acknowledge any bookings or purchase of goods or services made by you through the Site shall be subject to the terms and conditions of the third party supplying the service and/or goods concerned and that we will not be a party to or in any way responsible for or liable to you in respect of any transactions between you and third parties.

We do not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give to any third party.

Availability of the site

You acknowledge that it is technically impossible to provide the Site free of faults and that we do not undertake to do so; that faults may lead to temporary unavailability of the Site; and that the operation of the Site may be adversely affected by conditions and performances outside our control, including, without limitation, transmission and telecommunications links between us and you and between us and other systems and networks.

Links to other sites

We may provide links to other websites. You acknowledge and agree that we are not responsible for the availability of such external sites, and do not endorse and are not responsible or liable for any content, advertising, products, services or other materials on or available from such sites.

Use of the site/indemnification

You undertake:

- i. not to use the content for any unlawful purpose;
- ii. that you shall not make any use of the Site such that the whole or part of the Site is interrupted, damages, rendered less efficient, or the effectiveness or functionality of the Site is in any way impaired;
- iii. not to use the Site for the transmission or posting of any computer viruses or any material which is defamatory, offensive or of an obscene or menacing character, or in such a way as to cause annoyance, inconvenience or needless anxiety.

Intellectual property

You acknowledge that all copyright, trademarks and all other intellectual property rights in the content shall remain vested in us or our licensors.

Minors

This Web Site is a business and commercial site. As such, it is not intended for children or minors.

Privacy policy

Usually, we collect and store personal information about you which we require to respond to your inquiries for payment processing and for the provision of goods and services to you. We also process your personal information where we are required to do so by law, and for the exercise or defence of legal claims. From time to time, we may contact you for research purposes, or to tell you about our special offers and other services in accordance with your contact preferences. Where appropriate, we will obtain your consent to do so. Personal information collected from you may include your name, payment processing information, postal address, email address, landline or mobile telephone number, delivery details as well as other non sensitive personal information. If you use our website(s), we may also collect information about you or your computer when you browse to allow you to use the services available. **We do not store any financial details including debit or credit card information.**

Cookies

A cookie is a piece of information that is stored on your computer's hard drive by your web browser. On revisiting the website our computer server will recognise the cookie, giving us information about your last visit. Most browsers accept cookies automatically, but usually you can alter the settings of your browser to prevent automatic acceptance.

This website may use cookies to:

- enable the signing in process to operate after you have registered with us;
- enable us to estimate and report on our total audience size & traffic;
- conduct research to improve our content and services.

By going to the Help section of the menu of your browser you should be able to configure your browser preferences to accept all cookies, reject all cookies, or notify you when a cookie is set. If you reject the use of cookies please note that the efficient operation of this site may be affected.

Other websites linked from this site may take a different approach to the use of cookies and you should check what that approach is with those who operate those sites. We take no responsibility or liability for the practices undertaken by sites linked to this website.

Third party

We will only disclose personal information about you internally and to third parties for processing purposes associated with payment processing, the supply of goods and services, for website and event administration, or elsewhere when you have consented to such disclosures, or where such disclosures are required or permitted by law. These third parties we contractually bound only to use personal information to perform the services that we hire them to provide.

Email capture

We may from time to time send updates about the event/services and other relevant products and services. By providing your email address you consent to being contacted for direct marketing purposes by Us, you can opt out at anytime by contacting us as detailed below.

Security of personal information

We use administrative, technical, and physical measures to safeguard personal information against loss, theft and unauthorised uses, access or modifications. Certain areas of our website(s) may be password protected. If you are a user of our website(s) and have a password, you can help to preserve your privacy by ensuring that you do not share your password with anyone else.

Payments made via our website(s) are processed in a secure environment using software provided by PayPal or other third party providers.

We take steps to regularly validate the personal information we hold to ensure that the information is accurate and, where necessary, up to date. Information that is no longer required for any valid business purpose, and that we are not required to keep pursuant to any applicable law, will be routinely destroyed by secure means.

Access to personal information

You may renew and update personal information that we hold about you by contacting us as detailed below.

Contacting us

If you have any questions about this privacy policy, or no longer wish to receive anything from Housing Design Awards or have your data made available to 3rd parties, you can email us at info@hdawards.org or write to the Awards Administrator, Housing Design Awards, c/o Design For Homes, The Building Centre, 26 Store Street, London, WC1E 7BT, tel 020 3301 3857.

Changes to privacy policy

We reserve the right to add to or amend this privacy policy at our sole discretion, without prior notice to you. Please review our privacy policy on a regular basis to make sure you have read the latest version and you understand what we do with your personal information. Your continued use of our services or our web sites following the posting of changes to these terms means that you consent to those changes.

Changes to these terms and conditions

We reserve the right to change these terms and conditions from time to time. By continuing to use the Site following such change you will be deemed to have accepted such change. It is your responsibility to check regularly to determine whether these terms and conditions have been changed. If you do not agree to any such change you must immediately stop using the Site.

Entire agreement

Those terms and conditions (as amended from time to time) together with any document expressly referred to in them comprise the entire agreement between you and us.

Severability

Each provision of these terms and conditions excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other provisions is held to be inapplicable or unenforceable in any circumstances.

No waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

English Law

These terms and conditions shall be governed by English law and you submit to the exclusive jurisdiction of the English Courts.