

TERMS AND CONDITIONS OF WEBSITE USE

This page (together with the documents referred to in it) sets out the terms and conditions (the “**Terms and Conditions**”) on which you may make use of the Rubicon website, www.rubiconexotic.com (“**our site**”). Please read these Terms and Conditions carefully before you start to use our site. By using our site, you indicate that you accept these Terms and Conditions and that you agree to abide by them. If you do not agree to these Terms and Conditions, please refrain from using our site.

1. INFORMATION ABOUT US

www.rubiconexotic.com is a site operated by A.G. BARR p.l.c. (“**we**” or “**us**”). We are a public limited company registered in Scotland under company number SC005653 and have our registered office and principal place of business at Westfield House, 4 Mollins Road, Cumbernauld G68 9HD. Our VAT number is 259980502.

2. INTELLECTUAL PROPERTY RIGHTS

Rubicon and Sun Exotic are registered trade marks and we are the owner (or the licensee) of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. In the event that you misuse any trade mark, copyright image or text, or other material in violation of these Terms and Conditions, we reserve the right to enforce our intellectual property rights to the fullest extent permitted by law.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us (or our licensors). Unless specifically prohibited by a notice published on any page of our site, you may print off copies and download extracts of any page from our site for your personal reference only.

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, as the authors or licensees of material on our site, must always be acknowledged and any copy must have any relevant proprietary notices and/or disclaimers attached to it.

3. RELIANCE ON INFORMATION POSTED

The content of our site is provided as an information guide only and based on information available to us as at the time of editing. Accordingly, this information may not remain current, and commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. The information has not been verified by us and no responsibility is accepted by us or on our behalf for any errors, omissions, or misleading statements on these pages including any feature or aspect of such pages.

We are not responsible for any consequences arising out of the use of or reliance on the information posted on our site and we do not accept any liability for any loss incurred. In particular, nothing here constitutes specific legal or financial advice, nor should it be taken as such.

4. FREE PRIZE DRAWS

We may feature free prize draws on our site from time to time. This Condition 4 sets out the general terms and conditions that shall apply to such prize draws, however the rules set out in this Condition are not exhaustive and specific terms and conditions may apply to each individual prize draw (the “**Specific Terms and Conditions**”). Any Specific Terms and Conditions will be posted on the relevant webpage and you are expected to read them before entering the relevant prize draw, as they are binding on you. In the event of any conflict between the Specific Terms and Conditions and these Terms and Conditions, the Specific Terms and Conditions shall take precedence.

Each prize draw is open to UK residents only over the age of 13, excluding employees of A.G. BARR p.l.c. and their families, agents or anyone professionally connected with the prize draw. Entrants may only submit one entry per prize draw. Prizes are chosen at our sole discretion and we reserve the right to substitute prizes at any time. No cash alternative shall be available. Winners agree to take part in publicity if so requested.

We reserve the right to contact winners by telephone to authenticate their identity. If we do not receive full confirmation of a winner's name, full postal address and telephone number via e-mail within 7 days from notification of winning, the prize will be forfeited and correspondence will not be entered into. If a winner is not resident at the place given in their registration information, their entry may be cancelled and prize forfeited.

We will use all reasonable efforts to ensure that winners receive their prize within 28 days of authentication. In the event of any dispute about the selection of winners, our decision is final and legally binding and no correspondence will be entered into.

5. COMMUNICATIONS TO OUR SITE

By transmitting any communication or other content to any discussion board or forum on our site, you automatically grant to us (or any of our group companies) a royalty-free, perpetual, irrevocable and non-exclusive licence to use, reproduce, modify, publish, edit, translate, distribute, perform and display that content alone or as part of other works in any form, media, or technology whether now known or hereafter developed, and to sublicense such rights. You agree we (or any of our group companies) are free to use any ideas, concepts, know-how, or techniques contained in any content that you transmit to our site for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products, and that we (or any of our group companies) need not provide any compensation or acknowledgement to you in exchange for any such use.

You agree not to post on our site any unlawful, threatening, libellous, defamatory, obscene, scandalous, pornographic, or profane content, or any other content that could constitute or encourage conduct that would violate any laws. We (or any of our group companies) will fully co-operate with any law enforcement authorities or court order requesting or directing us (or any of our group companies) to disclose the identity of, help identify, or locate anyone transmitting any such content.

We (or any of our group companies) do not pre-screen or monitor content transmitted to our site by third parties and are not responsible for screening or monitoring any such content. If notified, we (or any of our group companies) may investigate an allegation that content transmitted to our site is in violation of these Terms and Conditions and we shall determine whether to have the communication removed from our site. However, we (or any of our group companies) are under no obligation to remove content transmitted by third parties to our Site and assume no responsibility or liability arising from or relating to any such content, including but not limited to any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained therein. We (or any of our group companies) assume no responsibility or liability for any actions or content transmitted by or between you or any third party within or outside of our site.

Our site may contain email services and other message or communication facilities designed to enable you to communicate with others ("**Communication Services**"). You agree to use the Communication Services only to post send and receive messages and material that are proper. We do not control or endorse the content of messages or other information sent to our site and, therefore, we specifically disclaim any liability with regard to those messages and any actions resulting from any messages you post to our site. Managers, administrators and hosts of our site are not A.G. BARR p.l.c. authorised representatives, and their views do not necessarily reflect those of A.G. BARR p.l.c.

We reserve the right at all times to disclose any information as we deem necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at our sole discretion.

6. CHANGES TO OUR SITE

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

7. OUR LIABILITY

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our company group and third parties connected to us hereby expressly exclude:

- (a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
- (b) any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - (i) loss of income or revenue;
 - (ii) loss of business;
 - (iii) loss of profits or contracts;
 - (iv) loss of anticipated savings;
 - (v) loss of data;
 - (vi) loss of goodwill;
 - (vii) wasted management or office time; and
 - (viii) for any other loss or damage of any kind, however arising and whether caused by tort/delict, breach of contract or otherwise, even if foreseeable.

The above provisions do not affect our liability for death or personal injury arising from our negligence, nor any other liability which cannot be excluded or limited under applicable law.

8. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our privacy policy set out on our site. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

9. VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our site 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 site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site 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 site 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 site or to your downloading of any material posted on it, or on any website linked to it.

10. LINKS TO/FROM OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it in any way, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part when none exists.

Our site must not be framed on any site, nor may you create a link to any part of our site other than the home page.

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

11. JURISDICTION AND APPLICABLE LAW

The Scottish courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site 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 and Conditions are governed by Scots law.

12. VARIATIONS

We may revise these Terms and Conditions 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 and Conditions may be superseded by provisions or notices published elsewhere on our site.

13. CONTACT

If you have any concerns about material which appears on our site, please contact us at info@agbarr.co.uk.

Thank you for visiting our site.