



## Pyjamarama Terms and Conditions

These terms and conditions govern your use of our website; by using our website, you accept these terms and conditions in full. If you disagree with any part of these terms and conditions, do not use our website.

### 1. Registration and competition

- 1.1. You acknowledge that you will be required to fully and accurately complete a registration process in order to register on the website. You warrant that all the information provided on registration is true, complete and accurate and that you will promptly inform us of any changes to such information.
- 1.2. You acknowledge that if your Pyjamarama donation is made by 1st July 2024, you will be entered into a prize draw run by BookTrust. The winners will be informed by phone or email in July 2024, during which time we will ask permission to share your details with a third party to arrange prize collection.

### 2. Intellectual property rights

- 2.1. Unless otherwise stated, we own the intellectual property rights on the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

### 3. Licence to use website

- 3.1. You may view, download for caching purposes only, and print from the website for your own use in your classroom or your own personal use, subject to the restrictions below.

### 4. You must not:

- 4.1. republish material from this website (including republication on another website);
- 4.2. sell, rent or otherwise sub-license material on the website;
- 4.3. edit or otherwise modify any material on the website;
- 4.4. redistribute material from this website except for content specifically and expressly made available for redistribution (such as our newsletter).

### 5. Limitations of liability

- 5.1. The information on this website is provided free-of-charge, and you acknowledge that it would be unreasonable to hold us liable in respect of this website and the information on this website.

- 5.2. Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.
- 5.3. To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill).
- 5.4. Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct or indirect loss or damage arising under these terms and conditions or in connection with our website, whether arising in tort, contract, or otherwise. Without limiting the generality of the foregoing exclusion, we will not be liable for any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings arising under terms and conditions or in connection with our website, whether direct or indirect, and whether arising in tort, contract, or otherwise.
- 5.5. However, nothing in these terms and conditions shall exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

## **6. Restricted access**

- 6.1. Access to certain areas of our website is restricted. We reserve the right to restrict access to other areas of our website, or indeed our whole website, at our discretion.
- 6.2. If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential. You accept responsibility for all activities that occur under your user ID or password.
- 6.3. We may disable your user ID and password at our sole discretion OR if you breach any of the policies or terms governing your use of our website or any other contractual obligation you owe to us.

## **7. General**

- 7.1. If any provision of these terms and conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these terms and conditions shall not be affected.
- 7.2. These terms and conditions together with our Privacy Policy and the Partnership Agreement constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website
- 7.3. We reserve the right to modify these terms and conditions at any time. We also reserve the right to assign these terms and conditions and to assign or subcontract any or all of our rights and obligations under these terms and conditions. You may not assign or otherwise dispose of these terms and conditions without our prior written consent.

## **8. Data protection**

8.1. We shall comply with all applicable data protection laws in the UK. For a description of how we use personal data you should refer to our Privacy Policy.

## **9. Governing law**

9.1. These terms and conditions shall be governed and construed in accordance with English law and any disputes shall be subject to the exclusive jurisdiction of the English courts, to which both parties submit.

## **10. Our contact details**

10.1 The full name of our company is BookTrust, Registered Charity 313343.

You can contact us by email to [pyjamarama@booktrust.org.uk](mailto:pyjamarama@booktrust.org.uk)