

## WIZARD RADIO MEDIA WEBSITE TERMS AND CONDITIONS

Please read this carefully. By accessing websites owned, controlled, maintained or operated by Wizard Radio Limited ("WIZARD Radio Media") (including this website) (together the "Sites") and/or by registering with the Sites you are agreeing to comply with the terms and conditions set out below (which shall include the privacy policy and the Competition terms and conditions (if applicable)) ("Terms"), whether or not you register to use the Site.

If you do not agree to these Terms, please do not use the Sites or register as a user.

[Click here to read our privacy policy](#) .

If you have entered a competition on our sites please [click here to read our Competition Terms and Conditions](#).

### 1. Introduction and About Us

The Sites are owned and operated by Wizard Radio Limited company registered in England and Wales under number 8278797 ("WIZARD Radio Media").

### 2. Access to the Sites

Access to the Sites is permitted on a temporary basis and WIZARD Radio Media reserves the right to withdraw the Sites (in whole or in part) or amend any part of them (including but not limited to content and materials on the Sites and any services made available through them). Please also see Section 5 below.

WIZARD Radio Media shall not be liable if for any reason the Sites are unavailable at any time or for any period.

You may only use our Sites or the software and services available through them (including but not limited to the Content and User Generated Content as defined below) (collectively, the "Site Services") for lawful purposes. You must not use our Sites or the Site Services:-

- (i) in any way that breaches any applicable local, national or international law or regulation;
- (ii) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect or promotes such purposes;
- (iii) for the purpose of harming or attempting to harm minors in any way;
- (iv) to send, knowingly receive, upload, download, use or re-use any material which is in breach of Section 5 of these Terms; or
- (v) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation ("Spam")
- (vi) to distress or physically, mentally or emotionally harm any of the special guests, presenters, artists or persons associated with WIZARD Radio Media.

You are responsible for making any arrangements necessary for you to have access to the Sites. You are also responsible for ensuring that any persons who access the Sites through your internet connection are aware of these Terms and comply with them.

### 3. Use of Content and linking to the Sites

All content and material on the Sites (but for the avoidance of doubt excluding User Generated Content) (the "Content") belongs to WIZARD Radio Media, or its licensors, and save where otherwise specified users should assume that all Content is owned by WIZARD Radio Media. The Content is protected by copyright laws around the world. Unless expressly stated, no Content may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way, and may only be used for your personal, non-commercial use. Modification of the Content or other prohibited use of the Content is a violation of WIZARD Radio Media 's copyright and other proprietary rights. All trademarks, service marks and trade names on the Sites are proprietary to WIZARD Radio Media or its licensors.

In particular, but without limiting the above restrictions, you may not do any of the following without prior written permission from WIZARD Radio Media:-

- (i) redistribute any of the Content (including by using it as part of any library, archive or similar service);
- (ii) remove any copyright or trade mark notice from the Content; or
- (iii) create a database in electronic or structured manual form by downloading and storing all or any of the Content.

You may not create any link from or to our Sites without WIZARD Radio Media 's prior written consent. Please contact us if you wish to request permission to link to our Sites.

### 5. Community Forums or Chat Rooms and Posting Content to the Sites

The Sites include chat rooms, bulletin boards, discussion groups and other public areas that allow you to interact with other users and WIZARD Radio Media journalists ("Forums or Chat Rooms") and to post/transmit/upload ("Post") content to the Sites ("User Generated Content") including without limitation your review of any gig you attend, album reviews, personal blogs and your personal gallery.

Where we do provide a Forum, we will provide clear information to you about the nature of the service being offered. WIZARD Radio Media reserves the rights in its absolute discretion to cease the provision of any or all Forums or Chat Rooms without notice to you.

As mentioned above, WIZARD Radio Media journalists (who will be clearly identified as such) will also contribute material to the Forums or Chat Rooms in order to stimulate discussions and ensure the smooth running of the Forums or Chat Rooms. The Forums or Chat Rooms may also contain User Generated Content from special guests selected by WIZARD Radio Media. The opinions of those WIZARD Radio Media journalists and special guests are their own and are not necessarily endorsed by WIZARD Radio Media. They should not be considered by you as professional advisers and any comments they make are not intended to amount to advice on which reliance should be placed.

You will need to be registered as a user (unless otherwise stated) in order to Post User Generated Content. You are solely responsible for any material and information forming your User Generated Content.

By Posting User Generated Content you warrant and agree that :-

- (i) you are 18 years of age or older or are aged 5 - 18 and have received consent from your parent or guardian for you to use such Forums or Chat Rooms;
- (ii) that you are resident in the planet Earth;
- (iii) that you will comply with any additional rules posted by WIZARD Radio Media on a Forum or Chat Room;
- (iv) you own or are licensed in respect of the User Generated Content Posted and that you have the right, power and authority to grant the rights set out in these Terms;
- (v) that WIZARD Radio Media is free and able to use User Generated Content in accordance with and in the manner set out in these Terms without any payment (including any royalty payments to third parties) and that in particular WIZARD Radio Media may lawfully permit other users to view the User Generated Content;
- (vi) have obtained all consents, releases and permissions (including of each person identifiable) in respect of the User Generated Content;

and in addition you warrant and agree that such User Generated Content:

- (vii) is accurate (where facts are stated) or if an opinion is stated that such opinion is genuinely held;
- (viii) is not confidential and does not infringe the intellectual property, privacy or any other rights of any third party, and does not contain anything which is unlawful, abusive, libellous, defamatory, obscene, indecent, harassing or threatening;
- (ix) is not copyrighted or alternatively that you own the copyright or have the necessary permissions and rights to use it;
- (x) is not discriminatory or does not promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (xi) is not sexually explicit, obscene or pornographic and does not promote violence;
- (xii) such User Generated Content does not solicit personal information for any users under 18 years of age without the consent of their parent or guardian;
- (xiii) does not include telephone numbers, physical addresses, email addresses or last names or other personally identifiable information;
- (xiv) does not violate any applicable law or regulation;
- (xv) does not, to the best of your knowledge, contain a virus or other harmful component or computer programming routines, software, files or code designed to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- (xvi) does not interrupt, destroy or limit the functionality of the Site(s) or any computer software or equipment;
- (xvii) does not disguise the origin of any User Generated Content or impersonate any person or entity or misrepresent any affiliation with any person or entity or collect or store other users' personal data;
- (xviii) does not, or is not likely to, harass, upset, embarrass, alarm or annoy another person; and
- (xix) does not give the impression that it emanates from a third party (including WIZARD Radio Media) if that is not the case.

You warrant and undertake that you will not:

- (i) Post, link to or otherwise publish commercial material or material that promotes any commercial activities or contains recommendations to buy or refrain from buying a particular item (and in particular shares) or which contain confidential information of another party or which otherwise have the purpose of affecting the price or value of any item (and in particular shares); or
- (ii) Post or otherwise publish any User Generated Content unrelated to the Forum or the Forum's topic.

By Posting User Generated Content you hereby grant a perpetual, royalty-free, worldwide, non-exclusive licence to WIZARD Radio Media to use, reproduce, modify, translate, make available, distribute, publish and/or perform the User Generated Content and to distribute and/or broadcast such User Generated Content in whole or in part in all media and in all formats (including transmission by way of analogue transmission, digital audio broadcasting, internet, satellite, television, film, cable or telephony) and to sub-license any other persons to do so, in each case for such purposes as WIZARD Radio Media may in its reasonable discretion determine. Please note that you can terminate the licence granted under this paragraph by removing the User Generated Content from the Site and emailing us at our contact us page with full details of all User Generated Content that you wish to be removed. WIZARD Radio Media will endeavour to remove the User Generated Content from the Site within 28 days. In addition, you agree to waive any moral rights you may have in the User Generated Content and that you have obtained a waiver of all applicable moral rights in the User Generated Content.

By submitting User Generated Content to the Site(s) you agree to indemnify and hold harmless WIZARD Radio Media from all claims, costs, liabilities and expenses (including legal expenses) suffered by WIZARD Radio Media

arising out of any User Generated Content Posted by you that is in breach of these Terms.

You agree that we may disclose your identity to any third party who is claiming that User Generated Content you have Posted to our Site violates their intellectual property rights or any other right.

The Forums or Chat Rooms contain User Generated Content submitted by users over whom WIZARD Radio Media has no control. You acknowledge that it is not possible for WIZARD Radio Media to fully and effectively moderate, oversee or monitor the Forums or Chat Rooms and in particular to monitor whether any User Generated Content infringes the copyright or any other right of a third party. You agree that WIZARD Radio Media is under no obligation to oversee, monitor or moderate any Forum and cannot therefore guarantee the accuracy, integrity or quality of any User Generated Content. WIZARD Radio Media does not endorse any User Generated Content which is not necessarily reflective of the views of WIZARD Radio Media. Some users may breach these terms and post User Generated Content that is misleading, untrue or offensive. You accept to bear all risk associated with your use of the Forums or Chat Rooms and should not rely on User Generated Content in making (or refraining from making) any decisions. You agree that to the fullest extent permitted by law WIZARD Radio Media shall not be liable to you in respect of any User Generated Content you view via this Site.

Whilst WIZARD Radio Media does not control or monitor the User Generated Content posted to Forums or Chat Rooms by users, it reserves the right (which it may exercise at its sole discretion without notice) to commence such monitoring (whether by human moderation or technical methods) or to delete, move or edit any User Generated Content.

WIZARD Radio Media reserves the right to contact you by e-mail, phone or social networks with regard to your use of the Forums or Chat Rooms.

#### 6. Reporting offensive/illegal content

Whilst WIZARD Radio Media does not control or monitor the User Generated Content posted to Forums or Chat Rooms by users, we do not wish to see harmful, offensive or illegal content on our Sites. If you have any concerns about any Content or User Generated Content that appears on our Site or you believe that such Content or User Generated Content is harmful, offensive or infringes your rights (including without limitation your intellectual property rights), please contact us at our contact us page with the following information in sufficient detail:-

- (i) the location of the harmful/infringing/offensive content on our Site(s);
- (ii) a brief description of why you consider the content to be harmful, offensive or infringing and a statement confirming that you have a reasonable and honestly held belief that use of the content is not authorised;
- (iii) a brief description of, and information related to, the copyright work which you believe is infringed; and
- (iv) your contact details.

We will remove any and all Content and User Generated Content (without prior notice to you) if we reasonably believe such Content/User Generated Content to be in breach of these Terms.

#### 7. Suspension and termination of registration/access to Forums or Chat Rooms

WIZARD Radio Media will determine in its discretion whether there has been a breach of these Terms through your use of our Site(s). When a breach of these Terms has occurred, we may take such action as we deem appropriate.

Failure to comply with these Terms may result in our taking all or any of the following actions:

- (i) immediate, temporary or permanent withdrawal of your right to use our Sites (including our Forums or Chat Rooms);
- (ii) immediate, temporary or permanent removal of any User Generated Content posted by you to our Site(s);
- (iii) issue of a warning to you;
- (iv) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- (v) further legal action against you;
- (vi) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these Terms. The responses described in this Section 7 are not limited, and we may take any other action we reasonably deem appropriate.

#### 9. Viruses, hacking and other offences

You must not misuse our Sites 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 Sites, the server on which any of our Sites are stored or any server, computer or database connected to or on our Sites. You must not attack our Site(s) 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 Sites 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 Sites or to your downloading of any material Posted on it, or on any website linked to them.

#### 10. Minors

We advise all parents to speak to their children regarding safety online.

#### 11. Third Party Sites - software and java security

The Sites contain links to other websites provided by independent third parties ("Third Party Sites"), either directly or through frames. Where possible, WIZARD Radio Media will make clear such links are being made, although Third Party Sites may be co-branded with WIZARD Radio Media and so include WIZARD Radio Media 's trademarks. WIZARD Radio Media is not responsible for the availability or content of Third Party Sites and will not be a party to, or in any way responsible for, any transaction concerning goods or services available from such Third Party Sites. In particular, if you use links from the Sites to an authorised connected site not operated by WIZARD Radio Media to download software from the Sites or any other material, files, images or data, you acknowledge and agree that WIZARD Radio Media has no responsibility or liability in connection therewith, and does not transfer title to you.

#### 12. Limitation of Liability

The Content and any User Generated Content is for your general information and use only and is not intended to address your particular requirements. Whilst WIZARD Radio Media aims to update the Sites regularly, any of the Content or User Generated Content may be out of date and WIZARD Radio Media assumes no responsibility for updating this. In particular, the Content and any User Generated Content does not constitute any form of advice, recommendation or arrangement by WIZARD Radio Media and is not intended to be relied upon by users in making (or refraining from making) any specific decisions. WIZARD Radio Media therefore disclaims all liability and responsibility arising from: (i) any reliance placed on Content or User Generated Content by any visitor to the Sites or by anyone who may be informed of such; and (ii) any arrangements made between you and any third party named on the Sites which are at your sole risk and responsibility.

Because of the number of sources from which WIZARD Radio Media obtains Content and User Generated Content and the nature of electronic distribution via the internet, WIZARD Radio Media does not give any warranties in respect of the Sites or the Site Services. In particular, the Site Services are provided on an "as is" basis. To the extent allowed by applicable law, WIZARD Radio Media hereby disclaims all warranties, conditions or duties of every nature whatsoever (except any duties of good faith), including without limitation, any implied warranties of merchantability or fitness for a particular purpose, any express or statutory warranties, and any warranties or duties regarding accuracy or timeliness. In addition, WIZARD Radio Media makes no warranty that the Site Services are free from infection by viruses or anything else that has contaminating or destructive properties.

To the fullest extent allowed by applicable law, you agree that WIZARD Radio Media will not be liable to you and/or any third party for (i) any consequential or incidental damages; (ii) loss of business; (iii) loss of income or revenue; (iv) lost profits or contracts; (v) loss of data; (vi) loss of privacy; (vii) loss of goodwill; (viii) failure to meet any duty including but not limited to any duty of good faith; or (vi) for any indirect, special, or punitive damages whatsoever that arise out of or in connection with the use of the Sites or the Site Services or any breach of these Terms by WIZARD Radio Media, even if WIZARD Radio Media has been advised of the possibility of such damages. Notwithstanding the provisions of this section, WIZARD Radio Media's liabilities will not be limited in the case of death or personal injury directly caused by WIZARD Radio Media's negligence, for fraud or fraudulent misrepresentation or for any liability that cannot be excluded or limited by law.

#### 13. Privacy Policy

This information that you provide about yourself to WIZARD Radio Media will only be used by WIZARD Radio Media in accordance with our Privacy Policy (details of which are available here: [Privacy Policy](#)). The Privacy Policy does not apply to Third Party Sites.

#### 14. Changes to these Terms

WIZARD Radio Media reserves the right, at its discretion, to make changes to any part of the Sites or these Terms. When these Terms are changed, WIZARD Radio Media will publish details of the new Terms as updated from time to time. You are therefore advised to review these Terms regularly to ensure that you are aware of any changes we make. By continuing to use the Sites, you are agreeing now to be bound by those changes and revised terms.

#### 15. Advertising and sponsorship

Part of the Sites may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Sites complies with applicable law and regulation. WIZARD Radio Media will not be responsible for any error or inaccuracy in advertising material.

#### 16. Choice of law & jurisdiction

These Terms shall be governed by, and construed in accordance with, English Law. You irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts.

#### 17. Third Party Copyright

Some of the content used on our website(s) (such as, but not limited to, images and/or audio-visual material) are copyrighted works which belong to and are supplied by third parties (including but not limited to Getty Images, the BBC and ITN), who reserve all their rights in such content. All such third parties shall be entitled to enter the benefit

of these Terms in respect of their content as if they were "WIZARD Radio Media" herein and shall be bound accordingly.

18. General

You may not assign, sub-license or otherwise transfer any of the rights under these Terms. If any term is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. Failure by either party to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy. Headings in these terms are for convenience only and will have no legal meaning or effect.

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