

## Privacy and Legal Notice

This document sets out the following:

- A. **Canadean's Legal Notice and**
- B. **Canadean's Privacy Statement**

This Privacy and Legal Notice was last updated on 20 June 2005

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### A. **Canadean's Legal Notice**

The website [www.canadean.com](http://www.canadean.com) and other web areas or extranets which are owned and operated by or for Canadean Limited from time to time (collectively, "**Website**") and the services offered on and through the Website and Canadean systems are offered to you by Canadean Limited, whether under its own trade name, or using the "Faraday" trade name ("**Canadean**").

**Please read this Legal Notice carefully before using Canadean systems or services or the Website or contracting with Canadean through the Website or otherwise. You may not use the Website or its contents or Canadean systems and services for any purpose that is unlawful or otherwise prohibited by this Legal Notice.**

#### 1. **Acceptance of Legal Notice**

- 1.1 This Legal Notice sets out the terms and conditions on which you may access the Website. By accessing any part of the Website or using Canadean systems and services, you shall be deemed to have accepted this Legal Notice. If you do not accept this Legal Notice, you must leave the relevant Website immediately and not use any Canadean systems and services.
- 1.2 Canadean reserves the right to change or update this Legal Notice. Any revisions to this Legal Notice will be published on the Website and any significant changes that affect your rights will be notified to you by email where you have provided your email address to Canadean pursuant to a contract with us.
- 1.3 Additional terms and conditions apply where you enter into any contract with Canadean for Canadean goods and services via the Website or otherwise and this Legal Notice will form a part of such contract that you have with Canadean.

#### 2. **Copyright and Other Intellectual Property Rights; Acceptable Use**

- 2.1 Your use of the Website, Canadean systems and services grants no rights to you in relation to copyright, database rights, trade marks or other of Canadean's intellectual property rights or the intellectual property rights of third parties including Canadean's licensors. All such rights are reserved except to the extent expressly granted to you.
- 2.2 You may not, without limitation, copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, communicate to the public, make extracts from any Canadean database (or parts of such databases) or otherwise use the content included in or provided via the Website, Canadean systems and services except for your own personal, non-commercial use or where Canadean expressly gives you a right to do so on a case-by-case basis. In relation to your personal, non-commercial use of such content, you may download insubstantial excerpts of such content to your hard disk (though not on to any server or other storage device connected to a network) for the purpose of viewing it and print such content, provided that no more than one copy of any information is made.

- 2.3 Without prejudice to the general conditions stated in Clause 2.1 above, you may also not do any of the following (or permit any third party to do so) in relation to content from Canadean or its licensors which is made available to you through the Website or otherwise ("Content"):
- 2.3.1 remove the copyright or trade mark notice from any copies of Content made under these terms and conditions;
  - 2.3.2 create a database in electronic or structured manual form by systematically or regularly downloading/printing and storing all or any Content;
  - 2.3.3 deep link to, frame, spider, harvest or scrape the Content or otherwise access the Content for similar purposes;
  - 2.3.4 take any action that imposes or may impose, in the discretion of Canadean, an unreasonable or disproportionately large load on the Canadean infrastructure;
  - 2.3.5 use the Content or the Website for any unlawful purpose.

### **3. Information on the Website; Contributions to the Website**

- 3.1 Canadean is constantly seeking to improve the Website, Canadean systems and services and their content and Canadean may therefore change any aspect of the Website, Canadean systems and service content, including the availability of any suppliers, features, information, database or content at any time.
- 3.2 Please note that any opinions, views or advice expressed by contributors or visitors to the Website do not necessarily represent Canadean's own.
- 3.3 Where you are invited to submit any contribution to the Website (including by any text, graphics, audio or other form), you agree, by submitting such contribution, to grant Canadean a perpetual, royalty-free, non-exclusive, transferable licence to use in any way, reproduce, modify, adapt, publish, translate, distribute and exercise all copyright in relation to that contribution and/or to incorporate your contribution into other works. If you do not wish to grant these rights, please do not submit your contribution to the Website.
- 3.4 Further to Clause 3.3, by submitting your contribution, you warrant that your contribution is your own original work and that you have the right to grant the license in Clause 3.3. You further warrant that your contribution is not defamatory and does not infringe any law, and you indemnify Canadean against all legal fees, damages and other expenses that may be incurred by Canadean as a result of your breach of the above warranty. You further waive your moral rights in your contribution for the purposes of the license granted in Clause 3.3.

### **4. Limitation of Liability**

- 4.1 Nothing in this Legal Notice shall restrict your statutory rights (including your rights to receive a reasonable standard of service, where you have contracted for this with Canadean).
- 4.2 Subject to Clause 4.1 above, all content and services on the Website, Canadean systems or services are provided on an 'as is' and 'as available' basis. Canadean does not make any promise in respect of the Website, Canadean systems or services or their content, including, without limitation, any advice or other information given and statements made by advertisers or contributors on the Website or through Canadean services.
- 4.3 Canadean will use all reasonable endeavours to correct any errors or omissions as soon as practicable once they have been brought to Canadean's attention. Canadean cannot, subject to Clause 4.1 above, promise that the Website, Canadean systems or services will always be available uninterrupted and in a fully operating condition nor that the information on and

provided via the Website, Canadean systems or services will be free from errors or omissions.

- 4.4 Access to the Website, Canadean systems or services and any content provided via these may be suspended temporarily and without notice in the case of system failure, necessary maintenance or repair or for reasons beyond Canadean's control or further to an investigation pursuant to this Legal Notice.
- 4.5 Canadean does not give any promise as to the accuracy, suitability, reliability, completeness, performance, satisfactory quality, fitness for a particular purpose, security, or freedom from viruses, or other harmful programs of the content contained in or accessed through the Website or Canadean services.
- 4.6 From time to time, the Website include hyperlinks to Website operated by third parties (including in relation to the sale of goods and services offered via the Website or otherwise from Canadean). Such hyperlinks are provided for your reference and convenience only. Canadean does not control such Website and is not responsible for their contents. Canadean's inclusion of hyperlinks to such Website does not imply any endorsement of the material on such Website or any association with their operators. In particular, you acknowledge that Canadean will not be party to any transaction or contract with a third party that you may enter into in the course of using the Canadean systems and services or any Website or via such hyperlinks and that Canadean shall have no liability to you in respect of any such transaction, whether arising in contract, tort, under statute or otherwise.
- 4.7 Canadean will not be liable for any damages, including loss of data, loss of revenue or anticipated profits, loss of business or opportunity, loss of goodwill, or any indirect or consequential losses, whether such losses are foreseen or foreseeable, and whether in contract, tort (including negligence) or otherwise in any way, arising in connection with a breach of this Legal Notice as otherwise caused in using the Canadean systems, services or Website by you or another user of the Website. If, despite the foregoing, Canadean is liable for any loss in relation to provision of this Website, this will be limited to a maximum of the total price of the products or services directly acquired or provided by Canadean to you via the Website or Canadean services in respect of which a claim is made, or the sum of £1,000, whichever is the greater.
- 4.8 Nothing in this Legal Notice shall exclude or limit Canadean's liability for fraudulent misrepresentation or death or personal injury caused by Canadean's negligence.

## 5. **Special Offers**

- 5.1 If Canadean runs any special offers or other promotional features through the Website, specific terms and conditions may apply. You will need to read and accept these before making a submission.

## 6. **General**

- 6.1 Canadean shall not be liable for any failure for any suspension, or termination of access to the Website or any matters beyond its reasonable control (a "force majeure event"). A force majeure event shall include, without limitation, failure of infrastructure, government intervention, wars, civil commotion, hijacking, fire, flood, accident, storm, strikes, lockouts, terrorist attacks, or industrial action affecting Canadean or Canadean's suppliers, partners or agents.
- 6.2 If any of the terms of this Legal Notice are determined to be illegal, invalid or otherwise unenforceable by reason of law then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

- 6.3 This Legal Notice shall be governed by and interpreted in accordance with the laws of England. Disputes arising in connection with these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales, to the extent possible in the applicable jurisdiction.
- 6.4 For Your information, Canadean is a member of the following trade associations: British Soft Drinks Association and Bottled Water Association.

## 7. Contact Details

If you have any questions or complaints regarding this Legal Notice, the Website or any Canadean Group company, then you can contact us as follows:

Canadean Limited  
9-15 Faraday Court  
Rankine Road  
Basingstoke  
Hampshire, RG24 8PF  
Tel No: 01256 394200  
Fax No: 01256 394201/202  
Email: support@canadean.com

**Canadean Registered Office:** 12 Faraday Court, Rankine Road, Daneshill, Basingstoke, Hants, RG24 8PF, England. Canadean Ltd. Registered in England number 1078157. VAT Registration No. GB 240 4426 96. Spanish VAT No ES A0065165C.

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## B. Canadean Privacy Statement

Canadean Limited, whether under its own trade name, or using the "Faraday" trade name ("Canadean") takes the privacy of its customers and visitors to its website [www.canadean.com](http://www.canadean.com), and other web areas or extranets which are owned and operated by or for Canadean from time to time (collectively, "Website") very seriously and seeks to ensure the highest standards of compliance with all relevant Data Protection Laws and Regulations. We have an up-to-date entry under the Data Protection Register in the UK. This can be seen at: <http://www.dpr.gov.uk/>.

This Privacy Statement is incorporated in your contract with Canadean if you purchase Canadean goods or services and in the Legal Notice set out in Part A of this Privacy and Legal Notice where you are just using or visiting the Website. This Privacy Statement explains to you how Canadean may use Your Data (as defined in 1.1 below).

By purchasing Canadean goods or services or otherwise using the Website, you consent to the use of Your Data in accordance with this Privacy Statement.

### 1. Your Data

- 1.1 "Your Data" means any information about you which is personally identifiable, including, without limitation, your name, address, telephone number, email address, financial details (including card and bank details), user names and passwords issued to you, comments, personal descriptions, photos and other information from which you can be identified and which you may disclose to Canadean or otherwise via the Website at any time.

### 2. When does Canadean collect Your Data?

- 2.1 Canadean collects Your Data from you when you:
- 2.1.1 fill in an order form with a view to purchasing goods or services from Canadean;
  - 2.1.2 log on to view, search and manipulate information and data held by Canadean on its database(s) or parts of such databases, where this has been contractually agreed separately with Canadean, and in accordance with the terms of such contract ("the On-Line Database Facility").
  - 2.1.3 log on to access a variety of industry-related news or sign up to receive newsletters and other information;
  - 2.1.4 enter a competition or other promotion;
  - 2.1.5 make a complaint or enquiry or provide other feedback through the Website or otherwise to Canadean (see our contact details below for details); or
  - 2.1.6 disclose Your Data to Canadean or otherwise through the Website, to our service contacts or otherwise directly to Canadean employees and agents at any other point;
  - 2.1.7 use the Website, via cookies – please see Clause 6 for more information;
  - 2.1.8 submit any contribution to or through the Website to Canadean.
- 2.2 In certain circumstances, Canadean may collect Your Data from third parties who have provided it to us. Canadean always requires that such third parties comply with relevant data protection legislation in making such disclosure to Canadean.

### 3. **How does Canadean use Your Data?**

- 3.1 Canadean uses Your Data to:
- 3.1.1 fulfil any contract that Canadean has with you or your employer for the provision of goods and services including, without limitation, administering your On-Line Database Facility with Canadean, processing your order and payments and in communicating with you regarding the Canadean systems and services;
  - 3.1.2 make suggestions as to the areas in the Website that may be of most interest to you on the basis of Your Data that you have provided;
  - 3.1.3 monitor, develop and improve the Website and Canadean's other services;
  - 3.1.4 process any competition entry or submission made by you;
  - 3.1.5 process and deal with any complaints or enquiries made by or about you;
  - 3.1.6 monitor and investigate any suspected breach of the Privacy and Legal Notice or contract that you have with Canadean, made by or otherwise relating to you; and
  - 3.1.7 where you have consented to Canadean doing so, send you details by email, fax, telephone, SMS or post about other Canadean goods and services or selected third party goods and services that may be of interest to you.

To opt out of receiving any information pursuant to paragraph 3.1.7, you can amend your preferences at any time: (i) by sending an email stating that you no longer wish to receive such communications from Canadean (see our contact details below); or (ii) by using the opt-out mechanism in the communication itself.

#### **4. Will Canadean pass on Your Data to third parties?**

- 4.1 We may pass Your Data (or you may disclose Your Data directly to other parties when using the Website and Canadean services) as follows:
- 4.1.1 where you choose yourself to post Your Data on the Website, Your Data may automatically be available for others to see (you should therefore always exercise extreme caution before posting any information that you do not want others to see);
  - 4.1.2 to Canadean employees and agents to administer Your Account and to provide Canadean goods and services to you or to deal with any correspondence entered into between you and Canadean;
  - 4.1.3 in some cases Canadean may use a technical partner to conduct some processing of Your Data on Canadean's behalf but this is always subject to strict contractual control and is in compliance with relevant Data Protection Legislation;
  - 4.1.4 some general statistical information about visitors and users of the Website, sales patterns, traffic volumes and related matters may be passed on to reputable third parties but these details will not include information personally identifying you;
  - 4.1.5 Canadean may disclose Your Data to the police, regulatory bodies or their or our legal advisers in connection with any alleged criminal offence or suspected breach of the Privacy and Legal Notice, your contract with Canadean, other contractual terms or law by you (whether upon request or order of such police, regulatory body or adviser, or at our own discretion);
  - 4.1.6 to third parties where you have consented to such use (for example, where you consent to Canadean passing Your Data to third parties so that they may send you marketing communications; and
  - 4.1.7 in the event that Canadean (or any part thereof) is acquired by another company, Your Data may be transferred to such new company, but you will always be informed about such a change should it occur.
- 4.2 If you change your mind and decide that you no longer wish Canadean to pass your data to third parties for marketing purposes, then you can let us know at any time via the contact details set out below. Please note however, that any third parties who were passed Your Data before such notice may still continue to send communications to you, and you should contact them directly if you do not wish to continue receiving such material.
- 4.3 Other than in the circumstances outlined in paragraph 4.1 above, Canadean will not provide Your Data to any third party without your consent or unless Canadean is required to do so by law or competent authority.

#### **5. Data Security and Transfers**

- 5.1 Canadean endeavours to take all reasonable steps to protect Your Data.
- 5.2 Canadean may transfer Your Data outside of the European Economic Area for any of the purposes set out in paragraphs 3 or 4 above. Please also note that the Website may potentially be accessed from anywhere in the world and therefore Your Data may otherwise be transferred globally where you choose to post content containing Your Data on the Website.

#### **6. Cookies**

- 6.1 Cookies are small pieces of information stored by your browser on your computer's hard

drive. Canadean does not currently use cookies on the Websites or authorise third parties to do so on its behalf. If we do so in the future, we will update this Privacy Statement accordingly. Canadean does not control the use of cookies by third parties.

**7. Checking Your Data**

You are entitled to see the information that we hold about you, and you may ask us to make any necessary changes to ensure that Your Data is accurate and kept up-to-date. If you wish to verify the details you have submitted to us, you may do so by contacting us using the contact details set out below. We are entitled by law to charge a fee of £10 to meet our costs in providing you with details of Your Data.

**8. Other links**

Please be aware that the Website may link to other Website that may be accessed by you through the Website. Canadean is not responsible for the data policies, content or security of these linked web sites.

**9. Changes to this Privacy Statement**

Any changes to this Privacy Statement in the future will be posted to the Website and, where appropriate, by email notification.

**10. Contacting Canadean**

If you have any comments or queries in connection with Canadean's Privacy Statement and/or in relation to any Canadean Group company, please contact Canadean by email at [support@canadean.com](mailto:support@canadean.com), or write to Canadean at:

Canadean Limited  
9-15 Faraday Court  
Rankine Road  
Basingstoke  
Hampshire, RG24 8PF  
United Kingdom

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