TERMS AND CONDITIONS FOR USE OF THE WEBSITE

1 Application and Termination

1.1 By accessing this Site you agree to be bound by these terms and conditions and all other applicable laws. If you do not agree to be bound by these terms and conditions then please do not use this Site.

1.2 These terms and conditions:

1.2.1 Apply to you upon your accessing this Site.

1.2.2 May be changed or terminated by the Design Museum without notice, for any reason and at any time. You agree that the Design Museum has no obligation to inform you of these changes and that it is your responsibility to establish whether the terms and conditions have been so changed. If you disagree with any changes then you must stop using this Site immediately. 1.3 The provisions in these terms and conditions relating to disclaimer, copyright, trademark, limitation of liability, indemnity, hypertext links, severance, law and jurisdiction and terms and conditions for transactions shall survive any termination.

2 Disclaimer

2.1 This Site and the materials, products and services in this Site are provided on an "as is" and "as available" basis.

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3.4 You agree that you will not change in any way any proprietary notices from material down loaded from this Site by you for your non commercial personal use.

3.5 You agree that by the act of posting materials onto this Site you grant The Design Museum and any licensors an irrevocable, perpetual, royalty free worldwide licence to use the said materials in any manner which The



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4 Trademarks

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5.1 With the exception of death or personal injury resulting from the negligence of the Design Museum and to the fullest extent permitted by law you agree that the Design Museum shall not be liable in negligence, contract, tort, statutory duty or in any other way for any of the following: 5.1.1 Any loss or damage caused of whatever nature arising directly or indirectly from or in any way related with the Site, or

5.1.2 Your reliance or use of any information or material obtained either directly or indirectly from the use of this Site, or

5.1.3 Any purchases or orders that you make for goods and/or services either indirectly or directly through this Site, including any damage for loss of profits or loss of business without limitation,

5.1.4 Any other consequential or pecuniary loss in any way related to the use of this Site.

5.2 Clause 5.1 shall apply even if the Design Museum have been advised of the possibility of such loss or damage.

5.3 You acknowledge that any dealings, bookings or purchases of goods or services made with a third party by you through this site shall be subject to the terms and conditions of that third party and that the Design Museum will not be a party to or in any way responsible for or liable to you in respect of any transactions between you and that third party.

5.4 You agree that it is your sole responsibility to evaluate any goods or services offered by this Site or by any third parties via this site.

5.5 The Design Museum is unable and therefore does not make any representations or warranties as to the security of information that you pass to any third parties as a result of using this Site either directly or indirectly.
5.6 You acknowledge that the Design Museum has no control over the

information which can be accessed by this Site or which can be accessed by any other web site which you access as a result of using this Site.

5.7 You acknowledge that the Design Museum does not know or examine the use to which you or other users put this Site or the nature of the information you or other users are sending or uploading.

5.8 The Design Museum therefore excludes all liability of whatever kind and to the fullest extent permitted by law (this includes libel, breach of confidence, invasion of privacy, negligence and all intellectual property infringements) for the transmission or reception of information which can be accessed by the Site of whatever nature by about or to you.

6 Notice

6.1 The Design Museum may serve notice upon you by any of the following means:

6.1.1 Electronic mail

6.1.2 A general notice on the Site

6.1.3 Notice in writing delivered by first class mail to the address which you have provided for us

7 Hypertext Links

7.1 The Design Museum may provide a link from its own Site to other web sites, however you agree that the Design Museum has no control over these

Hypertext Links (or any other third party link) and that you use these links entirely at your own risk.

7.2 You agree that the Design Museum has no responsibility or liability for the content or any policies of any Hypertext Links (or any other third party link) as mentioned in 7.1 above.

8 Use of the Site

You may not upload to, distribute or otherwise publish through this Site.

9 Indemnity

You agree to keep the Design Museum indemnified against all actions, claims, costs, expenses (including all legal costs) and damages brought against or suffered by the Design Museum arising out of any breach of these terms and conditions or any activity relating to your use of the Site (including negligent or wrongful conduct) by you or any other person accessing the Site using your name or any other name with which you have registered under this Site.

10 Persons under the age of 18

If you are under 18 years of age you agree that you have had your parents permission to send any information to us about yourself or anyone else over the internet.

11 Severance

If any of these terms and conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law such provision shall to the extent required be severed from the terms and conditions and rendered ineffective as far as possible without modifying the remaining provisions of this agreement and shall not in any way affect any other circumstances or the validity or enforcement of these terms and conditions.

12 Law and Jurisdiction

These terms and conditions shall be governed by and construed in all respects in accordance with English law and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction in respect of any dispute, suit, action, arbitration or proceedings which may arise out of or in connection with these terms and conditions provided that the Design Museum has the right at it¹s sole discretion to commence and pursue proceedings in any other jurisdiction or jurisdictions whether concurrently or not.

13 Terms and Conditions for Transactions

These terms and conditions will not effect the terms and conditions for transactions with Design Museum and if during a transaction there is a conflict then the terms and conditions for transactions shall prevail."

Privacy policy

The Design Museum respects the privacy of users who visit the Design Museum web site. The Design Museum is committed to safeguarding the privacy of their users while providing a personalised and valuable service. If you have any requests concerning your personal information or any queries with regard to these practices please contact our privacy officer by email on media@designmuseum.org.

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Our Data Controller for Data Protection purposes is the Head of Communications, who can be contacted on media@designmuseum.org or at the Design Museum, Shad Thames, London, SE1 2YD. Our Data Protection registration number is Z2040965.

Use of Personal Information

We process personal information for the following purposes:

- 1. Providing a personalised service.
- 2. Conducting market research surveys.
- 3. Running competitions.
- 4. Providing you with information about Design Museum activities.
- 5. To build up marketing profiles.

If you wish to receive information about Design Museum activities or about those products or services offered jointly with or on behalf of other organisations please indicate this where appropriate during the purchasing process.

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The Design Museum will not disclose any information about you to any third parties unless it is requested by the police or any regulatory or government authority, it is required to do so by law or it is requested to do so by a third party during the course of an action for the infringement of their rights which the Design Museum reasonably believes to arise from your use of this site.

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The Design Museum use cookies for Social Media. Facebook, Twitter and other social websites need to know who you are to work properly.

Information held by the Design Museum

If at any stage you would like to check or amend the information held by the Design Museum about you please send an electronic mail to media@designmuseum.org.