

Users of the Direct Marketing Association's ('the DMA') Young Spark Award nomination website agree to be bound by these terms and conditions.

1. DEFINITIONS

1.1 In these terms and conditions, "we", "us" and "the DMA" means The Direct Marketing Association (UK) Limited, whose registered office is DMA House, 70 Margaret Street, London W1W 8SS. The DMA is a company limited by guarantee. Registered in England No. 2667995.

1.2 "User" means a visitor to the Young Spark Award nomination website.

2. DISCLAIMER

2.1 The DMA uses all reasonable endeavours to ensure the data on the Young Spark Award nomination website is accurate and up to date, and where necessary will correct any errors or omissions as soon as practicable. However, the DMA gives no guarantee of the accuracy and currency of the information provided on the website. Nor does the DMA accept liability for any errors or omissions on the website, or the outcome of the use of such information.

2.2 In no event shall the DMA be liable for any loss of profit, revenue, goodwill, opportunity, business or other indirect or consequential loss of any kind in contract, tort (including negligence) or otherwise arising out of use of the Young Spark Award nomination website, save where such liability cannot be excluded by law.

2.3 The DMA does not give any warranty that the website is free from viruses or anything else which may have a harmful affect on any technology.

3. INTELLECTUAL PROPERTY/COPYRIGHT

3.1 The copyright in the material contained in the Young Spark nominations website website, including design, text, graphics, code and software belongs to the DMA. All rights are reserved. None of the material may be reproduced or redistributed without the prior permission of the DMA.

3.2 Users interested in copying any information contained in the website should contact the DMA.

3.3 Provided that users acknowledge the DMA as the source of the information they may download or print a single copy for their own non-commercial off-line viewing but are not entitled to make any further copies of that work.

4. ACCESS TO THE DMA YOUNG SPARK AWARD NOMINATION WEBSITE AND CONTENT

4.1 The information provided on the DMA Young Spark Award nomination website is not in any way an invitation or recommendation to buy any products or services featured and, where necessary, users should seek appropriate independent advice.

4.2 The DMA will use reasonable endeavours to allow uninterrupted access to the website but access may be suspended, restricted or terminated at any time without notice.

4.3 There are links on the DMA website to other websites that may be of interest. The DMA does not accept responsibility for the content of these websites. Users should check the terms and conditions on each of these websites.

5. FORMATION OF A CONTRACT

5.1 No contract will exist between a user of the DMA website and the DMA for the supply of any goods or services unless and until the DMA has received full payment and accepts an order by confirmation email. Acceptance will be deemed complete and for all purposes to have been effectively communicated at the time the DMA has received full payment and sends a confirmation email, whether or not the user receives the email.

7. STATUTORY RIGHTS

7.1 These terms and conditions do not affect a user's statutory rights.

8. JURISDICTION

8.1 These terms and conditions are governed by and construed in accordance with the laws of England and Wales and any disputes are to be decided only by the courts of England and Wales.