



Mouthpiece Panel Website User Terms

The Mouthpiece Panel is run by Reach Plc bringing together readers and website visitors from some of the UK's leading national and regional news titles into one single community.

By taking part in research studies (online surveys, polls and discussion groups) on the Mouthpiece panel you will be able to influence the future of your favourite newspapers and websites.

All information you provide is for research purposes ONLY meaning all your answers will remain confidential at all times unless you expressly request or permit the disclosure of your information to a third party for other purposes.

If you decide to you want to leave the panel at a later date or wish to stop receiving communications from us, you can do so very easily and at any moment in time by emailing us at support@mouthpiecepanel.co.uk

The below policy outlines the terms and conditions you agree to when joining the panel.

USER TERMS & CONDITIONS ("agreement").

Please read this agreement carefully. It sets out the terms under which we agree to make available any of our websites and apps, including e-editions ("the Site"), however you access it, to you.

By registering an account with the Site, you confirm that you accept the terms of this agreement and that you agree to comply with them. If you do not agree to this agreement, you must not use the Site.

The Mouthpiece Panel ("the Panel") and the Site (referred to in this agreement as "we" or "us") are managed by Reach plc (company number 82548) which asserts copyright in the Site. Our address is One Canada Square, Canary Wharf, London, E14 5AP. Our VAT number is 440 3567 67.

To contact us, please email [**support@mouthpiecepanel.co.uk**](mailto:support@mouthpiecepanel.co.uk)

We offer access to many features of the Site free of charge but due to the nature of the Internet, Reach plc or Vision Critical Research Solutions (UK) Limited (who hosts/develops the Website on Reach plc's behalf) do not promise full and error free operation of the Site at all times.

THERE ARE OTHER DOCUMENTS THAT ARE RELEVANT TO YOU

This agreement refers to the following additional terms, which also apply to your use of the Site:

- [**Our Privacy Notice**](#)
- [**Our Cookie Notice**](#)

WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. As a User it is your responsibility to review these User Terms regularly to ensure you are aware of any changes made by us. Your continued contribution to the Panel after changes are posted means you have agreed to be bound by these User Terms as updated and/or amended.

These terms were most recently updated on 25th May 2018.

YOUR ACCOUNT

The Site is for personal and non-commercial use only. You may download and print portions of the Site for your personal, non-commercial use only.

Any other use of materials on the Site, including any user generated content (including without limitation reproduction for a purpose (other than that noted above) and any modification, distribution or republication) without our prior written permission is strictly prohibited.

You agree not to frame the Site for any purpose, unless specifically authorised by us to do so.

Some services on the Site may be restricted to Users that have registered their details with us and created an account. In order to join the Panel and become a member, you will be required to complete the online registration form. If you decide to register for one of these services you agree:

- (i) that you are aged at least 16 years old or more and are a UK resident;
- (ii) that your account details are personal to you and you shall not disclose your account details, including your password(s), to any third party;
- (iii) that you will take all reasonable steps to ensure that your user details, including your account details and password(s), are kept confidential and secure; and
- (iv) that you will not create an account using false information or impersonate another person when registering for or creating an account on the Website.

We may cancel your account at anytime if for any reason we believe you have breached these requirements. We also reserve the right to suspend or delete your account details, whether chosen by you or allocated by us, at any time if in our sole opinion you have failed to comply with any part of these User Terms.

YOUR MEMBERSHIP OF THE PANEL

Membership of the Panel entitles you to the benefit of various incentives including prize draws, offers and promotions which may be provided from time to time by or on behalf of Reach plc. Additional terms and conditions will apply to such incentives. Details of these incentives may be emailed direct to you or will be made available on the Website.

You will receive regular questionnaires as a Panel member. Your participation on all questionnaires outside the registration survey is voluntary and you may end your participation at any time. You can unsubscribe from the Panel at any time by using the link in email survey invitations or by emailing [**support@mouthpiecepanel.co.uk**](mailto:support@mouthpiecepanel.co.uk)

If you choose to unsubscribe from the Panel at any point any personal information linked to your account that could be used to identify you will be permanently deleted from all servers within a 6 month period.

Non-identifiable information or opinions you have expressed while taking part in research activities will be retained indefinitely.

You undertake that all information you give in relation to the Panel will be as accurate as possible. Providing false information could lead to you being disqualified from the Panel.

You are responsible for ensuring that any and all details provided by you are kept up-to-date and correct. Failure to do so could result in you being excluded from the Panel.

You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public or otherwise use any Panel Content in any way except for your own personal, non-commercial use. You also agree not to adapt, alter or create a derivative work from any Panel Content except for your own personal, non-commercial use. Any other use of the Panel content requires the prior written permission of Reach plc. "Panel Content" means the questions asked in any survey and/or any creative content made available to you including mock-ups of new magazine designs, website designs, advertising material and any other material made available to you as a result of your membership of the Panel.

Whenever you complete a survey sent to you, you will be eligible to receive the Panel incentive or prize draw entry specified in relation to that survey. Full details of incentives available can be found on our [Support & FAQs](#) page

From time to time, we may restrict access to some parts of the Site, or the entire Site, to Users. We will not be liable if for any reason our site is unavailable at any time or for any period.

DATA PROTECTION

In these User Terms the terms 'processing', 'personal data', 'data controller' and 'data processor' shall bear the same meanings as set out in the Data Protection Act 1998 and any superseding or amending legislation ("DPA").

You acknowledge and accept that Reach plc and its licensees may process your personal data from time to time. In relation to your personal data Reach plc shall be the data controller and the licensees of Reach plc shall be the data processor.

COMPETITIONS AND PRIZE DRAWS

By registering an account on the Site, you will have access to enter competitions and/or prize draws on the Site.

Whether we or a third party operate the completion or prize draw, you will likely be dealing with other third parties directly as a result of it and as such any contracts and/or arrangements will be formed between you and them, without us as a party and we cannot be held liable for your use of or any liability arising out of the same (save to the extent required by law).

USER GENERATED CONTENT

You agree that you will not use the Site to submit, or knowingly or recklessly receive, any material including without limitation, comments and reviews that:

- are in any way, obscene, threatening, abusive, offensive, defamatory, invasive of another's privacy, in breach of confidence, embarrassing to any person, likely to deceive, inaccurate, misleading, hateful, blasphemous, pornographic, or racially, ethnically or otherwise objectionable;

- are in breach of any third party's intellectual property rights (including copyright) or other rights;
- constitute or encourage conduct that would be considered a criminal offence or otherwise contrary to any law, regulation or code of practice or give rise to civil liability or infringe the rights of any third party anywhere in the world;
- are, or could be, technically harmful;
- are, or may be deemed to be, advertising or promotional materials including "spam" email;
- makes excessive demands for bandwidth; or
- contains any virus or other malicious program or which may otherwise impair or harm our computer systems or any third party computer system.

You agree not to impersonate any person or entity or misrepresent any affiliation with any person or entity when creating an account on the Site or submitting any content to the Site.

You also agree not to attack the Site or access or attempt to access the accounts of other users or gain a greater level of access to the Site than authorised.

OUR MONITORING OF THE SITE

You acknowledge that we have no obligation to monitor any user generated content on the Site but in our sole discretion, we have the right to delete any such content and we may remove any such material at any time. Notwithstanding this, you are solely responsible for and bear the legal risk associated anywhere in the world in relation to any such content you may post.

In the event that you are in breach of the terms of this agreement, we will have the right to terminate any account that you have with the Site and you may not open another account on it or otherwise continue to use the Site.

We will co-operate with law enforcement or regulatory authorities or any court order requesting or requiring it to disclose the identity or location of or any other information in relation to anyone who has submitted content to the Site in breach or allegedly in breach of this agreement or the law. In appropriate circumstances, we may also

disclose such information to the police, your Internet service provider and any third party to whom we may make a disclosure in good faith.

You acknowledge that submitting content to the Site does not guarantee that it will appear on the Site. You cannot edit or remove content once you have submitted it to the Site. However, if you would like make a complaint about specific user generated content on the Site, please email us at support@mouthpiecepanel.co.uk

RIGHTS YOU ARE GIVING US IN CONTENT YOU UPLOAD

If you post or upload content to the Site, you grant us a perpetual, royalty free, irrevocable, non-exclusive right and licence to use, reproduce, publish, communicate to the public, translate, create derivative works from and distribute such content into any form, medium or technology now known or hereafter developed. In addition, you waive any and all moral rights in such content.

DO NOT RELY ON INFORMATION ON THE SITE

The content on the Site is provided “as-is” and for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Site.

We make no representations, warranties or guarantees, whether express or implied, that the content on the Site is accurate, complete or up to date and we do not accept any responsibility for any of such content.

LINKS TO OTHER WEBSITES

The Site may include links to the content, web sites and/or services owned and/or operated by third parties. These are provided for your convenience only and we are not responsible for and do not give any warranties or make any representations regarding any such content, web sites and/or services.

The onus for ensuring that content presented on the Internet is legal rests with the original content provider, and we will not be under any obligations to limit access to

material unless notified that it is illegal or otherwise in breach of the terms of this agreement. Notwithstanding, we shall have the right to remove any items we believe may be illegal or otherwise in breach of the terms of this agreement.

OUR INTELLECTUAL PROPERTY AND TRADE MARKS

The intellectual property in all design, text, graphics and other material (other than user generated content) and the selection or arrangement of such material on the Site is owned by us and/or our respective licensors.

We are the owner of:

- those trade mark(s) indicated as such throughout the Site from time to time; and
- all other trade marks used in the Site which are not licensed to us by any third party.

All other trade marks, product names and company names or logos cited therein are the property of their respective owners.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- We exclude all implied conditions, warranties, representations or other terms that may apply to the Site or any content on it, to the extent that it is lawful to do so

Under no circumstances Reach plc or Vision Critical Research Solutions (UK) Limited (who hosts/develops the Website on Reach plc's behalf) be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Site; or
- use of or reliance on any content displayed on the Site.

We will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill. Our only liability will be either to repair the damage or pay you equivalent compensation.

If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

THIS AGREEMENT IS PERSONAL TO YOU

This agreement shall be personal to you and you may not assign, transfer, sublet, lease or delegate all or any of your rights and obligations, without our prior written consent.

We reserve the right to assign or transfer all or any of its rights and obligations under this agreement to any companies in the same group as Reach plc or another third party. In the event of assignment or transfer, notification will either be given to you by e-mail or posted on the Site.

Failure by either party to exercise or enforce any right conferred shall not be deemed to be a waiver of any such right nor operate so as to bar that exercise or enforcement thereof or of any other right on any later occasion.

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

Please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, if you are resident of Scotland, you may also bring proceedings in Scotland and if you are a resident of the Republic of Ireland you may also bring proceedings in the Republic of Ireland.

If you are a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms and conditions, including, without limitation, this section dealing with governing law and jurisdiction, affects your rights as a consumer to rely on such mandatory provisions of local law.