

# Terms & Conditions

**This site is presented in good faith as a resource intended to be helpful to its users. However, for prudential reasons it is necessary to insist that all usage of the site is governed by the following terms, conditions and disclaimers.**

Neither Musgrave Retail Partners, nor any associated companies, nor any providers of content to this web site make any warranties, express or implied, as to benefits or other results of using this site. Furthermore, the foregoing parties make no warranties of any kind in relation to any use whatever to which the information or content provided may be put.

The following User Agreement ("Agreement") governs the use of the SuperValu Shoptalk site ("the Site"), including without limitation and, where applicable, participation in its surveys, bulletin boards, forums, chats, and all other areas (except to the extent stated otherwise on a specific page) managed by Musgrave Limited trading as Musgrave Retail Partners Ireland (Airport Road, Cork, Ireland) ("Musgrave") and powered by Vision Critical Research Solutions (UK) Limited (17 Hatfields, London UK SE1 8DJ) ("Service Provider"), on behalf of Musgrave (together "we", "us" or "our").

Please read the terms contained in this Agreement carefully. Your use of and/or registration on any aspect of the site will constitute your agreement to comply with these terms. If you do not agree with these terms, please do not use the Site.

In addition to reviewing this Agreement, please read our Privacy Policy. Your use of the Site constitutes agreement to its terms and conditions as well.

The owners and promoters of this site will attempt to provide accurate information but give no guarantees and accept no liability for the accuracy of information provided, nor for the contents of any advertisements, nor for any claims or assertions or omissions in advertisements or any other content on this site.

The Site may provide hyperlinks to other sites for informational purposes only and accepts no responsibility for any content on such sites nor for the consequences of any actions taken by any person or persons pursuant to usage of any such hyperlinks. Neither Musgrave, nor any parties providing information or other content on the Site will be liable for any third-party claims or losses of any nature arising out of use of the Site.

You accept that in proceeding to use the Site, you have read and you accept these terms, conditions and disclaimers. You further accept that any and all consequences of your use of the Site are your own responsibility and that you will not seek to take action of any nature against the Site or any persons associated with it.

These terms, conditions and disclaimers are subject to change from time to time. In using the Site you agree to be bound by any such change that may be in force.

Your failure to follow these terms, whether listed below or in bulletins posted at various points on the Site, may result in suspension or termination of your access to the Site, without notice, in addition to the Service Provider's other remedies.

## **I. Registration and Account Creation**

### **1. REGISTRATION INFORMATION:**

You may at times be required to register and/or set up an account to use certain portions of the Site, or the Site as a whole. Registration is free. You may only join once. Musgrave reserves the right to refuse your registration. In accordance with scientific market research techniques, we may need a specific number of panellists for each gender, age group and region so we may have to refuse applications on this basis.

In order to register and/or set up an account, you may be provided, or required to choose, a password, User Id, and/or other registration information (collectively, "Registration Information"). You agree and represent that all Registration Information provided by you is accurate and up-to-date. If any of your Registration Information changes, you must update it by using the appropriate update mechanism on the Site, if available. Otherwise, contact our Data Protection Officer as described in our Privacy Policy. You undertake that all information you give in relation to the panel will be as accurate as possible. Providing false information could lead to being disqualified from the panel.

The Service Provider follows the requirements of the Data Protections Acts 1988 and 2003.

### **2. USE OF USER ID/PASSWORD:**

A. If you register and/or set up an account on the Site, you will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorise others to use your Registration Information. You may not sub-license, transfer, sell or assign your Registration Information and/or this Agreement to any third party without Musgrave's written approval. Any attempt to do so will be null and void and shall be considered a material breach of this Agreement.

B. You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorisation, or who has access to any computer on which your account resides or is accessible.

C. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorised disclosure or use of your Registration Information or any credit, debit or charge card number stored on the Site), you must promptly change the affected Registration Information by using the appropriate update mechanism on the Site, if available, or notify our Data Protection Officer as described in our Privacy Policy.

## **II. Terms of Usage:**

### **1. USE OF THE SITE BY YOU:**

- A. Unless otherwise specified, the Site is intended for your personal use only. You may not authorise others to use the Site, and you are responsible for all use of the Site by you and by those you allow to use, or provide access to, the Site.
- B. The Site contains material that is protected by local, national and international copyright, trademark and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material, including code and software, from the Site. You may download material from the Site and may use the Site for your personal use only, provided you keep intact all copyright and other proprietary notices.
- C. You must be 18 years old or over to register for the Site. The Site is not intended for users under the age of 18 years, and we do not knowingly collect personally identifiable information from users under the age of 18 years. Such users are expressly prohibited from submitting their personally identifiable information to us, and, if applicable, from using our forums and chat areas; any information submitted by such users will not knowingly be used, posted, or retained by us.
- D. You agree not to use any obscene, indecent, or offensive language or to place on the Site any material that is defamatory, abusive, harassing, racist, or hateful. Further, you may not place on the Site any material that is encrypted, constitutes junk mail or unauthorised advertising, or commercial offers, invades anyone's privacy, or encourages conduct that would constitute a criminal offence, give rise to civil liability, or that otherwise breaches any local, or international law or regulation. You agree to use the Site only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability.
- E. You are responsible for ensuring that any material you provide to the Site or, if applicable, post on a bulletin board or forum or elsewhere, including but not limited to text, photographs and sound, does not infringe the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights.
- F. The content, organisation, graphics, text, images, video, design, compilation, advertising and all other material on the Site, including without limitation, the "look and feel" of this site, are protected under applicable copyrights and other proprietary (including but not limited to intellectual property) rights and are the property of the Service Provider or Musgrave. The copying, rearrangement, redistribution, modification, use or publication by you, directly or indirectly, of any such matters or any part of the Site, including but not limited to the removal or alteration of advertising, except for the limited rights of use granted hereunder, is strictly prohibited.

- G. You may not make commercial or other unauthorised use, by publication, re-transmission, distribution, performance, caching, or otherwise, of material obtained through the Site, except as permitted by law or as expressly permitted in writing by this Agreement, Musgrave, the Service Provider or the Site.
- H. You agree not to disrupt, overwhelm, attack, modify or interfere with the Site or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of the Site. You agree that you will not post any software, files or links to the Site, and that you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Site, or feature of the Site. You further agree not to alter or tamper with any information or materials on or associated with the Site.
- I. Other than connecting to the Service Provider's servers by http requests using a Web browser, you may not attempt to gain access to the Service Provider's servers by any means - including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Site or otherwise.
- J. You acknowledge that neither the Service Provider nor Musgrave has reviewed and do not endorse the content of all sites linked to from this Site and are not responsible for the content or actions of any other sites linked to from this Site. Your linking to any service or site is at your sole risk.
- K. The nature of the Site is interactive and public. By posting content, if applicable, you understand and acknowledge that any materials, ideas or other communications you transmit in any manner and for any reason will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that any ideas, concepts, techniques, procedures, methods, systems, video, scripts, music, photographs, designs, plans, charts, or other materials you transmit may be used by the Service Provider or Musgrave anywhere, anytime, and for any reason whatsoever.
- L. In order to use this Site your web browser and machine specification must meet the minimum requirements specified by the Service Provider. The following combinations are supported:

Browser	OPERATING SYSTEM Windows	OPERATING SYSTEM OSX Mac	OPERATING SYSTEM Linux
Internet Explorer	V 6.0, 7.0, 8.0	N/A	N/A
Firefox	2.0, 3.0	2.0, 3.0	2.0, 3.0
Apple Safari	3.2	2.0, 3.21,2	N/A
Google Chrome	1.0	N/A	N/A

Opera	9.2 1,2	9.11,2	9.11,2
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Further details of the Service Provider's minimum requirements can be found at: [http://vcdocs.com/panel\\_supported\\_platforms.pdf](http://vcdocs.com/panel_supported_platforms.pdf)

## **2. COMMENTS BY OTHERS ARE NOT ENDORSED BY THE SERVICE PROVIDER OR MUSGRAVE:**

The Service Provider and Musgrave do not endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on forums, blogs or otherwise contained in the Site. Any information or material placed online, including advice and opinions, are the views and responsibility of those who post the statements and do not necessarily represent the views of the Service Provider MUSGRAVE. You agree that the Service Provider and MUSGRAVE are not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that breaches this Agreement.

## **3. USE OF MATERIAL SUPPLIED BY YOU:**

For information regarding use of personal information you supply or communicate to the Site, please see our Privacy Policy. Except as expressly provided otherwise in the Privacy Policy, you agree that by posting messages, uploading files, inputting data, or engaging in any other form of communication with or through the Site, you grant us a royalty-free, perpetual, non-exclusive, unrestricted, worldwide licence to use, reproduce, modify, adapt, translate, enhance, transmit, distribute, publicly perform, display, or sublicense any such communication (including your identity and information about you) in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to authorise others to do so. In addition, please be aware that information and content (including photographs) (collectively, "Materials") you disclose in publicly accessible portions of the Site will be available to all users of the Site, so you should be mindful of personal information and other content you may wish to post. The Service Provider and Musgrave hereby disclaim any and all liability that may arise in connection with any and all materials posted, uploaded or supplied by you on the site.

If you actively participate on the Site in a calendar month you will automatically be entered into our prize draw for that calendar month.

#### **4. COPYRIGHT:**

Musgrave and the Service Provider respect the intellectual property of others, and we ask our users to do the same. Musgrave or the Service Provider may, in appropriate circumstances and at its discretion, suspend or terminate the access of and take other action against users, subscribers, registrants and account holders who infringe the copyright rights of others.

#### **5. INDEMNIFICATION:**

You agree to indemnify the Service Provider, Musgrave and their respective affiliates, employees, agents, representatives and third party service providers, and to defend and hold each of them harmless, from any and all claims and liabilities (including legal fees) which may arise from your submissions, from your unauthorised use of material obtained through the Site, or from your breach of this Agreement, or from any such acts through your use of the Site.

#### **6. EDITING AND DELETIONS:**

The Service Provider and Musgrave reserve the right, but undertake no duty, to review, edit, move or delete any material provided for display or placed on the Site or its bulletin boards, in its sole discretion, without notice.

#### **7. ADDITIONAL TERMS:**

Musgrave and the Service Provider reserve the right to post, from time to time, additional terms of usage that applies to specific parts of the Site. Such additional terms will be posted in the relevant parts of the Site. Your continued use of the Site constitutes your agreement to comply with these additional terms.

#### **8. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY:**

Neither the Service Provider nor Musgrave shall be liable to you in contract, tort, negligence, breach of statutory duty or otherwise for any actual or consequential loss or damage whatsoever, caused to or suffered by you in connection with these terms and conditions. Nothing in this clause shall limit or affect any liability of either the Service Provider or Musgrave for the death of or personal injury caused by either the Service Provider's or Musgrave's negligence nor any other liability which cannot be excluded or limited under applicable law nor affect or limit any legal rights you have as a consumer.

## **9. TERMINATION OR SUSPENSION OF ACCESS TO THE SITE:**

The Service Provider and Musgrave have the right to terminate and/or suspend your ability to access the Site or any portion thereof, for any or no reason, or may prevent your use of this Site with or without notice to you. You agree that you do not have any rights in the Site and that neither the Service Provider nor Musgrave will have any liability to you if this Site is discontinued or your ability to access it is terminated.

## **10. JURISDICTION:**

Musgrave and the Service Provider make no representation that materials on the Site are appropriate, available or legal in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You agree that this Agreement, for all purposes, shall be governed and construed in accordance with the Laws of Ireland without regard to any conflict of law's provisions, and any disputes arising under or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts in Ireland.

## **11. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION**

1. “**Confidential Information**” shall mean, but is not limited to:

- (i) any information relating to the Site, its layout and format, or any services provided in relation to or through the Site or any information shared on the Site;
- (ii) information regarding the business and/or activities of Musgrave or its affiliates including, but not limited to, technical, financial, operational, administrative, marketing, economic, capital structure, research, products, plans, services, customers, suppliers, margin, members, markets, software, inventions, processes, designs or other information (whether prepared by Musgrave or its Representatives) as may from time to time be disclosed by Musgrave or its Representatives to you, whether in writing, orally, electronically or by demonstration and whether advertently or inadvertently;
- (iii) information disclosed to you by virtue of being given access to property owned or used by Musgrave, whether advertently or inadvertently; and
- (iv) such parts of compilations, studies or other documents, in whatever medium stored, prepared by you which contain or otherwise reflect or are generated from the information specified at paragraphs (i) to (iii) above; and
- (v) information ascertainable by the inspection or analysis of any material disclosed, by Musgrave whether in writing or orally and whether or not marked as confidential;

but shall exclude any part of such disclosed information or data which:

- (a) at the time of disclosure, is common public knowledge in the public domain, without a breach of this Agreement and these terms and conditions. Confidential Information shall not be deemed to be in the public domain merely because it is known, or partly known, to a limited number of third parties having experience in the relevant field; or
- (b) is obtained, other than pursuant to use of the Site from a source who is free from a restriction to disclose that information; or
- (c) you can show was in your possession or known to you by showing written evidence that the information or data was in your use or was recorded in your files or computers or other recording media prior to receipt from the Site; or
- (d) you obtain or have available from a source other than Musgrave without breach by you or such source of any obligation of confidentiality or non-use towards Musgrave.

2. You agree that you will:

- (a) use the Confidential Information only for the purpose of using the Site as provided for in this Agreement and these terms and conditions; and
- (b) maintain the confidentiality of any Confidential Information disclosed to you by Musgrave in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which you apply to your own confidential information. You are permitted to copy, transfer or store any of the Confidential Information on your own computer network or between such networks provided always that those networks are not accessible by a member of the public other than by independent illegally hacking into that network. All physical Confidential Information and copies thereof and notes and summaries which have been made by you which copy or reproduce any Confidential Information shall be returned to Musgrave within five (5) working days of receipt of a written request from Musgrave;
- (c) not disclose Musgrave's Confidential Information, in whole or in part, to any third party without Musgrave's consent; and
- (d) make no commercial use of Confidential Information, in whole or in part without the prior written consent of Musgrave;

3.

- (a) Notwithstanding the foregoing, you shall be entitled to make any disclosure of Confidential Information as required by an order of any court of competent jurisdiction, or in pursuance of any procedure for disclosure of documents in any proceedings before any such court, or pursuant to any law or regulation having the force of law in any country provided that you give Musgrave notice of such disclosure as soon as is reasonably practicable **PROVIDED ALWAYS THAT** in all situations where you are so required to disclose any such data or information that you will immediately notify Musgrave and will in all cases only make the minimum disclosure of information required.



- (b) You agree promptly so far as is practicable and permitted by law to notify Musgrave of any such request so that Musgrave may have an opportunity to comment on the terms of the proposed disclosure and take such other action as it may deem appropriate in the circumstances.
4. Damages may not be an adequate remedy in the event of any breach or threatened breach of clauses 1-3 above and you shall not oppose the granting of equitable relief, including but not limited to an injunction and/or specific performance without the need to prove or quantify loss or damages.
  5. You will give notice to Musgrave immediately if you become aware that any Confidential Information has been disclosed in contravention of this Agreement and these terms and conditions to any third party.
  6. No neglect, delay or indulgence on the part of Musgrave in enforcing this Agreement and these terms and conditions as regards the disclosure of Confidential Information shall be construed as a waiver thereof.

## **12. COMPETITIONS**

The following terms and conditions shall apply to any competitions held on the Site:-

- The promoter is Musgrave Retail Partners, Ireland, Tramore Road, Cork.
- The promotion is not open to employees of Musgrave Retail Partners Ireland, its participating retailers, agencies or their immediate families.
- The closing date for receipt of entries is outlined on each competition page.
- The winning entry will be selected and the winner will be notified no later than 28 days after the competition's closing date.
- Full details of the prize will be forwarded to the winner once notified and the winner's name will be displayed on the relevant competition page.
- The prize is non-transferable and no cash alternatives will be offered in lieu.
- The promoter does not accept any responsibility for lost, misplaced or damaged entries.
- The decision of the judge will be final and no correspondence will be entered into.
- Entrants must be over 18.
- Entry to the competition will be considered a full & unconditional acceptance of the terms and conditions of this promotion.
- Only one entry per person.
- Additional specific Terms & Conditions may be posted on the site in respect of any/all competitions.