

# Terms & Conditions

These terms and conditions ('the Terms') govern the users ('you' or 'your') use of the website ('the Website') and your relationship with:

(i) London Business Specialists Limited whose registered offices are  
12 Park Parade, Gunnersbury Avenue, LONDON, W3 9B

Please read them carefully as they affect your rights and liabilities under law. If you do not agree to these Terms, please do not access nor use the Website. If you have any queries regarding these Terms, please contact us.

## 1. Agreement

By using the Website you agree to be bound by these Terms.

## 2. Amendments

We reserve the right to update these Terms from time to time and any changes will be notified to you via a suitable announcement on the Website. It is your responsibility to check for such changes. The changes will apply to the use of the Website after we have given such announcement. If you do not wish to accept the new Terms you should not continue to use the Website. If you continue to use the Website after the date on which the change comes into effect, your use of the Website indicates your agreement to be bound by the new Terms; and modify or withdraw, temporarily or permanently, this Website and the material contained within (or any part) without notice to you and you confirm that we shall not be liable to you for any modification to or withdrawal of the Website or its contents.

## 3. Registration

You warrant that the personal information which you are required to provide when you register is true, accurate, current and complete in all respects; and you are not impersonating any other person or entity  
The products purchased on this site are for private and domestic use only and are not for re sale. You will notify us immediately of any changes to the personal information by e-mailing or telephoning our customer service representatives at [vivek@jao.org.uk](mailto:vivek@jao.org.uk)

#### 4. Privacy Policy

We will treat all your personal information as confidential and we will only use it in accordance with our Privacy Policy.

When you shop on this Website, we will ask you to input personal details in order for us to identify you, such as your name, e-mail address, billing address, delivery address, credit card or other payment information. We confirm that this information will be held by us in accordance with the registration we have with the Data Commissioner's office.

#### 5. Protecting Your Security

To ensure that your credit, debit or charge card is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases.

We take the risk of internet fraud very seriously. With the volume of fraudulent credit card transactions increasing, we make every effort to ensure all orders are thoroughly checked using the information already supplied. There is a possibility we may contact you to make additional security checks and we ask for your co-operation to enable us to complete them. We will not tolerate fraudulent transactions and such transactions will be reported to the relevant authorities.

By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

#### 6. Compliance

The Website may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and its use. You agree not to upload or transmit through the Website any computer viruses or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer; and any material which is defamatory, offensive or of an obscene character

#### 7. Indemnity

You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these Terms by you, or any other liabilities arising out of your use of this Website or any other person accessing the Website using your personal information.

## 8. Third Party Links

As a convenience to our customers, the Website may include links to other websites or material which is beyond our control. For your information, we are not responsible for such websites or material nor do we review or endorse them. We will not be liable, whether directly or indirectly, for the privacy practices or content of such websites nor for any damage, loss or offence caused or alleged to be caused in connection with, the use of or reliance on any such advertising, content, products, materials or services available on such external websites or resources.

## 9. Orders

All orders are subject to acceptance and availability. If the goods ordered are not available you will be notified by e-mail (or by other means if no e-mail address has been provided). You will have the option either to wait until the item is available from stock or to cancel your order.

Any orders placed by you will be treated as an offer to purchase the goods or services from us and we have the right to reject such offers at any time. You acknowledge that any automated acknowledgment of your order which you may receive from us shall not amount to our acceptance of your offer to purchase goods or services advertised on the Website. The conclusion of a contract between you and us will take place when we (i) debit your credit, debit card or PayPal account or (ii) dispatch the goods to you or commence the services, whichever is the later. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be liable for any loss you may suffer if a third party procures unauthorised access to any data provided by you when accessing or ordering from the Website.

You will assume the risk for the products once they have been delivered to the delivery address which you specified when ordering the products. We accept no liability where you provide an incorrect delivery address or where you fail to collect the products from the delivery address which you specified. Notwithstanding that risk of loss or damage to the products only passes to you once they have been delivered to the delivery address, ownership of the products shall pass to you on the later of: (a) the products being dispatched by us; and (b) us receiving payment in respect of the same.

## 10. Cancellation Rights

Where you have purchased the goods or services as a consumer (i.e. for private use as opposed to business use), you are entitled to cancel any contract completed with us within 14 days from the day on which you acquire physical possession of the goods.

If you wish to cancel a contract pursuant to this clause please see our Returns Policy for further details on how to do this.

#### 11. Price and Payment

All prices shown are inclusive of VAT (only where applicable - see below) at the current rates and are correct at the time of entering the information onto the system. We reserve the right, however, to change prices at any time without notice to you. If your delivery address is within the United Kingdom, no additional taxes will be charged to you.

If your delivery address is outside of the United Kingdom you may be subject to import duties and taxes (including VAT), which are levied once a delivery reaches your destination country. Any such additional charges must be borne by you. (if your delivery address is inside the European Union ('EU') see 'Customs clearance responsibilities for EU delivery addresses'). You should note that customs policies and practices vary widely from country to country. We recommend that you contact your local customs office for information.

Please note that when shipping goods from outside the United Kingdom, cross border shipments may be subject to opening and inspection by customs authorities. In respect of all goods dispatched to you to an address outside of the United Kingdom, you are deemed to be the importer of the goods and must therefore comply with all the laws and regulations of the country into which the goods are being delivered.

Payment can be made by any major credit or debit card or via your PayPal account. Payment will be debited and cleared from your account before the dispatch of your good or provision of the service to you.

If payment is to be made via a credit card, a pre-auth value of £0.01 may be held against the card until the card issuer validates the payment.

In the unlikely event that the price shown on the checkout page is wrong, and we discover this before accepting your order in accordance with clause 9, we are not required to sell the goods to you at the price shown. We always try and ensure that the prices of goods shown on our Website are accurate, but occasionally genuine errors may occur. If we discover an error in the price of the goods that you have ordered we will let you know as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If you cancel your order and you have already paid for the goods, then you will receive a full refund.

You confirm that the credit, debit card or BACS that is being used is yours. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us we will not be liable to you for any delay or non-delivery.

If your credit or debit card payment is not processed successfully for any reason, we reserve the right to reattempt to process payment within 48 hours. In the event that the payment is still unsuccessful, we will give you at least 48 hours' notice in advance of any further reattempt to process payment by sending an email to the email address you have provided to us. If you do not want us to reattempt to process payment, you must cancel your order in advance.

You may only use one discount code with each order. We reserve the right to reject or cancel any orders where you add more than one discount code to the basket. We allow you to use discount codes strictly on the terms and conditions upon which they were issued which, amongst other things, may include terms relating to your eligibility to use them and a maximum order value.

Please familiarise yourself with these terms and conditions before you place an order as we reserve the right to reject or cancel any orders which do not comply with these terms even if your credit or debit card has been charged. If there is any inconsistency between the terms and conditions upon which the discount codes were issued and these terms and conditions, the discount code terms and conditions prevail. A copy of the discount code terms and conditions can be obtained by mailing or telephoning our customer service representatives at: [vivek@jao.org.uk](mailto:vivek@jao.org.uk)

Customs clearance responsibilities for EU delivery addresses for orders dispatched from the UK only. For deliveries to addresses within the EU, for legal purposes you are the importer of the goods, and are responsible for any import formalities as well as any duties, tariffs, or taxes which may be charged by any customs authority. However, we have collected these amounts from you as part of your purchase, and by agreeing to these terms, you hereby authorise us to appoint our designated carrier(s) to carry out any required customs formalities on your behalf, including payment of any duties, tariffs, or taxes to the appropriate customs authority. The designated carrier will deliver the goods to you in addition to carrying out the customs formalities on your behalf. These customs formalities will be carried out in different countries depending on the country in which your delivery address belongs, and the carrier used. Your goods will be cleared for customs purposes in one of the following 'clearance countries' by DPD

1. Cyprus (for addresses in Cyprus)
2. France (for addresses in France, Austria, Bulgaria, Croatia, Czech Republic, Estonia, Greece, Hungary, Italy, Latvia, Lithuania, Portugal, Romania, Slovakia, and Slovenia)
3. Ireland (for addresses in Ireland)
4. Malta (for addresses in Malta)

5. Spain (for addresses in Spain)

6. The Netherlands (for addresses in the Netherlands, Belgium, Denmark, Finland, Germany, Luxembourg, Poland, and Sweden)

Hermes

7. Belgium (for addresses in Belgium and Ireland)

8. Otherwise, in the country in which your address belongs.

DHL

9. In the country in which your address belongs.

P2P

10. The Netherlands (for all addresses)

This means that you will be charged duties, tariffs, or taxes at the rate applicable in the clearance country - these will be paid on your behalf by the designated carrier. These clearance countries are subject to change without notice being provided to you.

By accepting these terms, you consent to us appointing a designated carrier to act on your behalf as described above, and that the designated carrier is acting solely for you as your custom's direct representative.

We do not issue tax invoices for shipments to the EU from the UK. Any proof-of-sale document we provide at your request is provided entirely at our discretion and serves as a record of your purchase only. The document may not comply with the requirements imposed by the tax authorities in your local jurisdiction for the purposes of reclaiming VAT, and we are unable to provide additional documentation in this regard.

#### 11. Eligibility to Purchase

To be eligible to purchase goods on this Website and lawfully enter and form contracts on this Website under English law you must, if an individual, be 18 years of age or over; and register your real name, address, phone number, e-mail address any other details requested. By offering to purchase goods and services you represent to us that you are 18 years of age or over and authorise us to transmit information (including updated information) to obtain information from third parties, including but not limited to, your debit or credit card numbers or credit reports to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

#### 12. Intellectual Property

The content of the Website is protected by copyright, trademarks, database and other intellectual property rights and you acknowledge that the material and content supplied as part of the Website shall remain with us or our licensors. You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy, or distribute or use for commercial purposes any of the materials or content on the Website.

#### 14. Limitation of Liability

Notwithstanding any other provision in the Terms, nothing in these Terms affect or limit your rights as a consumer under English law; or will exclude or limit our liability for death or personal injury resulting from our negligence. The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties, whether express or implied, in relation to it and its use. You acknowledge that we cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you. You must bear the risk associated with the use of the Internet.

Whilst we will try to ensure that material included on the Website is correct, reputable and of high quality, we cannot accept responsibility if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Website. If we are informed of any inaccuracies in the material on the Website, we will attempt to correct this as soon as we reasonably can.

In particular, we disclaim all liabilities in connection with the following: incompatibility of the Website with any of your equipment, software or telecommunications links; technical problems including errors or interruptions of the Website; unsuitability, unreliability or inaccuracy of the Website; and failure of the Website to meet your requirements. To the full extent allowed by applicable law, you agree that we will not be liable to you or any third party for any consequential or incidental damages (both of which terms includes, without limitation, pure economic loss, loss of profits, loss of business, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to the Website.

#### 15. Severance

If any part of the Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions of the Terms.

#### 16. Waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

#### 17. Entire Agreement

These Terms form the entire basis of any agreement reached between you and us.

#### 18. Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of England and Wales and any disputes will be decided only by the English courts.

## Returns

We offer a comprehensive returns policy in the unlikely event that you are not 100% satisfied. Please note that the following returns procedure must be followed and failure to do so may result in us being unable to exchange goods or provide refunds. Also please be aware that we cannot be held responsible and provide refunds/exchanges on stock affected by circumstances beyond our control. This includes damage and neglect after goods are received, goods being stored in climatic conditions (such as extremes of temperature that can affect some items. Items often stick together or alter appearance slightly) and damage by third parties. In addition please be aware that during the hot summer months, goods in transport can be affected by the heat so please be aware that delicate items such as cosmetic creams may not always look as intended.

Should you wish to return an item for any reason please notify us within 48 hours of receipt of your order of any part that is unsatisfactory. To arrange a return please contact us, inform our customer service team of your order number, the item you are returning, and the reason for the return. We will then reply with a unique return's authorisation number and the address you need to send the item to.

You'll need to package the item securely and include:

Your order number.

The returns authorisation number

Whether a replacement or refund is needed

The reason why you are returning the item

Goods returned should be in their original condition and packaging in which they arrived along with a copy of the invoice or packing slip.

Once received items will be checked and refunds on goods and postage arranged where suitable. We cannot issue refunds on simply unwanted goods due the perishable nature of goods on sale. Refunds/exchanges will only be offered on items that are faulty and were clearly so at the time at which they were dispatched.

## 20. All Competitions

We reserve the right to amend these Terms from time to time.

These rules will be deemed incorporated into each competition except to the extent that any specific instruction in a competition provides otherwise.

By entering the competition entrants will be deemed to have read and understood these Terms and be bound by them. All of our decisions will be final and binding and no correspondence will be entered into.

Any person who is an employee or an immediate family member of an employee of any The London Business Specialists Limited company or any



other person who is directly connected with the organisation of any particular competition is ineligible to participate.

Competitions are only open to residents of the UK (excluding Northern Ireland).

All entrants are to be aged 18 or over unless any other age restriction is specified or implied. Entrants should, if under 18, obtain permission in advance from their parent or guardian.

All entries must be received by the closing date specified in the competition. Answers will be entered upon submission. No responsibility will be taken for any answers that are misdirected, lost for technical or other reasons or received after the closing date.

We reserve the absolute right to disqualify without notice any entries to any competition which we consider have used improper technical means to enter and/or we believe is fraudulent.

Entrants are liable for their costs to access computer networks.

We will not be liable for or accept any responsibility for: (i) any failure by the winner or any entrant to comply with these terms and conditions; (ii) any disruption, delay or misdirection of entries; or (iii) any server, system or network failures, malfunctioning or inaccessibility.

We shall be the promoter of all competitions subject to these terms and conditions unless stated otherwise.

#### Prizes

If for any reason an advertised prize is unavailable, we reserve the right at our absolute discretion to substitute a similar prize of equivalent or greater value.

Only one prize will be awarded per household.

There will be no cash or other alternative to the prize offered and prizes are not transferable.

The products purchased on this site are for private and domestic use only and are not for re sale.

#### Notification

The winner's name will be selected in a random draw, after the closing date, from all correct answers received.

The winner of a prize will be notified within 28 days after the winner has been ascertained.

Please allow 28 days for delivery of all prizes.

If the winner of a competition is unable to take up a prize for any reason or if the winner cannot be notified after reasonable efforts having been made then we may dispose of the prize as we think fit without any liability to the winner for having done so.

For each competition only one prize will be awarded per entrant / email address. Names of winners will be available on request.

#### Claiming Prizes

Prizes involving Travel: (a) Travel arrangements are the responsibility of prize winners unless otherwise stated.

Competition prizes/tickets may be restricted to certain times of the year and unless otherwise stated all prizes must be taken within three months of the date of the competition draw.

Where prizes are to be provided by a third party then the winner will be required to complete all appropriate or applicable booking or other formalities direct with such providers. We will have no responsibility for the acts/default of any other persons or companies.

## 21. Reviews

If you submit a review, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media.

You grant [www.esportsgb.com](http://www.esportsgb.com) and its sub-licensees the right to use the name that you submit in connection with such content, if they choose.

You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content.

You agree to perform all further acts necessary to perfect any of the above rights granted by you to [www.esportsgb.com](http://www.esportsgb.com), including the execution of deeds and documents, at the request of [www.esportsgb.com](http://www.esportsgb.com).

You represent and warrant that you own or otherwise control all of the rights to the content that you post; that, as at the date that the content or material is submitted to [www.esportsgb.com](http://www.esportsgb.com)

The content and material is accurate;

Use of the content and material you supply does not breach any applicable [www.esportsgb.com](http://www.esportsgb.com) guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory). You agree to indemnify London Business Specialists Limited for all claims brought by a third party against [lookfantastic.com](http://lookfantastic.com) arising out of or in connection with a breach of any of these warranties.

If there is a competition associated with reviews. Winners of the review competition will be notified by email. Failure to respond to our notification email within 14 days will result in the prize being forfeit.

## 22. Gift with Products Promotions

Where we are offering a gift with a product, we shall only provide one free gift per transaction (irrespective of how many products are purchased). The gift is subject to availability, and we reserve the right to change the gift for an alternative gift.

For us to facilitate the provision of a gift, it may be necessary for us to include the gift on our site at a nominal value. For the avoidance of doubt, you are not entitled to 'purchase' the gift without purchasing the product it is provided free with and any attempt to 'purchase' the free gift will be cancelled (notwithstanding any automated communication you may receive acknowledging your order). In the unlikely event that the free gift is despatched to you, you shall be obliged to return the free gift upon written request.

### 23. Gift Vouchers and Credit

The LBS | Esportsgb Gift Voucher can be used to buy any item sold by [www.esportsgb.com](http://www.esportsgb.com). Our normal terms and conditions, together with the terms and conditions below, apply to the purchase of your gift voucher. You can email it to family and friends or print it out to give to them personally. The voucher is available in £25, £50, £75, £100 and £250 denominations.

Gift Vouchers are issued via email using an electronic voucher code which can then be redeemed in the Checkout on [www.esportsgb.com](http://www.esportsgb.com)

Once your order has been processed and we have taken payment, you will be emailed the electronic Gift Voucher code to the email address where your order confirmation email is also sent. You will not receive anything in the post for Gift Vouchers that you order. Once you have received the electronic Gift Voucher code you can then forward on this email to the gift recipient, or you can print out the voucher and give it to them. Gift Vouchers are valid for 6 months from the date of purchase.

Gift Vouchers can be used to purchase any product on [www.esportsgb.com](http://www.esportsgb.com). Select the item(s) you wish to order and add them to your basket. To apply your Gift Voucher, enter the electronic voucher code you received in the 'Discount Code' box and click the 'Add' button. This will then apply the voucher to your order. Then proceed to the Checkout as normal.

You can only use one voucher per order and change can be given in account credit if the full value of the voucher is not used in the order. Gift Vouchers are valid for 6 months from the date of purchase so make sure you remember to redeem your Gift Voucher in time. Gift Vouchers are valued and issued in GBP Pounds. You cannot use your Gift Voucher in conjunction with any other discount code.

For orders which are refunded, the refund will be issued via the same payment method as used to pay for the order. Therefore if you have paid, or part-paid, for an order using a LBS | Esportsgb Gift Voucher any refund will be issued in Gift Vouchers to the same value.

We can only reissue gift vouchers which have not been redeemed. For the avoidance of doubt, the original gift voucher will be void if we issue a replacement. The original expiry date will still apply.

The risk of loss and title for a Gift Voucher shall pass to the purchaser upon our electronic transmission of the Gift Voucher to the purchaser or designated recipient, whichever is applicable. We are not responsible if any Gift Voucher is lost, stolen, destroyed or used without your permission. We have the right to close customer accounts and take payment from alternative forms of payment if a fraudulently obtained Gift Voucher is redeemed and/or used to make purchases on [www.esportsgb.com](http://www.esportsgb.com)

Gift Vouchers cannot be returned or refunded, except in accordance with your statutory rights. The value of the gift voucher cannot be converted back to cash.

Any credit will be valid for 6 months from the date of issue and will expire on the anniversary of the date of issue.

## 24. Referral Scheme

Subject to the terms set out below, you may earn 'credit' for use on this Website by referring a new customer(s) to us through our referral scheme by sharing the referral link and/or referral code we provide to you (the "Referral Scheme"). You are only eligible to participate as a 'referrer' in this Referral Scheme if you have previously placed an order on the Website and completed the in store or online referrer engagement form.

A new customer is a natural person who has not previously placed an order with us (a "Referee"). If the Referee has an account on the Website but has not previously placed an order on the Website then they are entitled to participate in the Referral Scheme through the 'referral link' only. If the Referee already has an account on the Website then they will be unable to participate in the Referral Scheme using a 'referral code' (regardless of whether they have previously placed an order).

If the Referee has clicked through your referral link the discount code will automatically be applied at checkout. If the Referee is using a referral code, the Referee must enter this code at checkout.

For the avoidance of doubt, any credit generated from the Referral Scheme may only be spent on the Website and neither you nor the Referee is entitled to receive any payment of any kind in respect of the credit. The credit is not redeemable for cash. The credit that stands to your Referral Scheme account is not transferable in any way.

You will receive the applicable credit on your account 24 hours after dispatch of the Referee's order. If the Referee cancels their order for any reason within 24 hours of it being dispatched, you will not qualify for any credit. You will receive your credit in the default currency of the Website. Any credit accrued through the Referral Scheme that has not been used within 12 months from the date of accrual will expire.

The Referee must place an order with a value of at least the minimum value as stated on the Website from time to time.

Subscription products are excluded from the Referral Scheme. We may exclude additional products from the Referral Scheme at our sole discretion from time to time.

We may, in our sole discretion, withdraw your credit generated from the Referral Scheme at any time if we believe or suspect that your use of the Referral Scheme is fraudulent, misleading, or contrary to these terms.

## 25. Social Media Content Use Terms and Conditions

1. By permitting London Business Specialists Limited or any other member of London Business Specialists Limited ("we", "our" or "us") to use Content (by affirmatively answering a request from us or on our behalf on social media or otherwise indicating your agreement for to use

your Content), you agree to be bound by these Social Media Content Use Terms and Conditions (“Terms”).

2. In these Terms “Content” refers to the photo and/or video, including any sound and accompanying text, posted through your account on social media, accompanying metadata such as time and place of creation, your username, and links to your social media profile.

3. You grant us a right to use and display the Content, in any media, worldwide, for any lawful commercial purpose, in original or edited form, including without limitation: on our social media accounts, websites, blogs, digital displays, advertising (organic and paid), and generally in the promotion of our products or services. Such rights also extend to our group companies, affiliates, agents, employees, representatives, assigns, licensees, and anyone else acting on behalf of us.

4. The rights that you grant to us to use your Content are perpetual and irrevocable and you may not cancel or withdraw your permission for us to use your Content. However, this does not affect your or any other person’s rights in relation to personal data as referred to below.

5. The rights you grant to us are non-exclusive and (subject to our rights) you retain all rights to use the Content for your own purposes. We will not pay any royalties or compensation to you or any third party for use of the Content. Use is at our discretion, and we are not obliged to use your Content in any way or at all.

6. You agree that you do not have any right to review, approve, or object to our use of your Content or advertising copy, or to be identified as the author/creator of the Content.

7. By agreeing to these Terms you represent and warrant to us that:

(a) the Content is your original work, and you own it and all intellectual property rights in it and have all necessary rights to grant us the rights set out in these Terms (including in relation to copyrights, trademarks, private or public buildings, performances, sounds, and music) or, if you are not the owner of such rights, you have already obtained permission from the owner of such rights, and will inform us if this is incorrect or such permission is withdrawn at any time;

(b) our use of your Content as provided herein will not infringe intellectual property, privacy, image, performance, or publicity rights, or any other

rights of any third party, require the payment of any compensation to any third party, or breach any applicable laws.

(c) nothing in your Content will be illegal, defamatory, obscene, or threatening to any third party; and

(d) you are aged 18 or over and have the right to agree to these Terms.

8. You will indemnify and keep us indemnified in full from and against any and all liability, loss, damages, injury, costs and expenses (including increased administration costs and reasonable legal expenses) awarded against, or incurred or paid by us as a result of or in connection with the Content, including without limitation for breach of intellectual property, data protection, privacy, image, performance, or publicity rights.

9. The Content may contain information about you or identifiable individuals which constitutes personal data under applicable laws.

10. By agreeing to these Terms you give your consent to the processing of such personal data by us (including any third-party service providers that we engage for such purposes, as referred to below) for the purposes set out in these Terms.

11. Where any personal data relating to any other person appears in the Content you warrant that you also have obtained their consent for the processing of such personal data.

12. We will process personal data included in the Content or otherwise provided to us in connection with our use of the Content in accordance with all applicable data protection laws and our website privacy policy.

13. We are the controller of your personal data, and you can obtain further information or exercise any of your legal rights by contacting us on the details below:

Email: [vivek@lbsinternational.co.uk](mailto:vivek@lbsinternational.co.uk)

Address: Customer Services, **12 Park Parade, Gunnersbury Avenue, LONDON, W3 9BD**

14. We also engage data providers or service providers to assist with the processing of personal data, including Franchiczar based in the United States of America, who provides content curation, hosting, showcasing, and analytics services.