



CAMRA Good Beer Guide Points of Interest Files

User Agreement and Terms of Use

- 1) The copyright and any intellectual property rights in any CAMRA Good Beer Guide Points of Interest File [sometimes called "Good Beer Guide POI"; "GBG POI"] are and remain the sole property of the Campaign for Real Ale Ltd. ["CAMRA"; "we"; "us"].
- 2) The downloading and/or use of any GBG POI constitutes acceptance of the CAMRA Good Beer Guide Points of Interest Files User Agreement and Terms of Use [the "Terms"]. By downloading and/or using a GBG POI you [the "user"] represent that you have read and understood the Terms and agree to be bound by them.
- 3) You are licensed to use a GBG POI only if you accept all the Terms and comply with them. If you do not accept the Terms, CAMRA is unwilling to licence any GBG POI to you and you should not download or use any GBG POI. If you breach any provision of the Terms, the licence will automatically be terminated.
- 4) Every effort has been made to ensure the contents of the files are correct at the time of release. Nevertheless, CAMRA disclaims all responsibility for any errors or omissions, or for changes in the details given in the files, or the consequences of any reliance on the information provided by the same.
- 5) All terms, conditions, warranties, representations or guarantees whether express or implied relating to the performance, quality or fitness for purpose of any part of the goods and/or services, including software, provided by CAMRA under the Terms are, to the fullest extent permitted by law, hereby excluded. CAMRA shall not be liable for any direct, indirect, incidental, special, or consequential damages. This includes, without limitation and even if we are advised of the possibility thereof, any damages for loss of goodwill or any and all other commercial damages or losses including loss of profit that result from the use of, or inability to use any GBG POI. Neither party excludes or limits liability to the other party for death or personal injury caused by that party's negligence, or liability for fraudulent misrepresentation, or any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
- 6) The user agrees not to rely on any information obtained from any GBG POI and indemnifies CAMRA from mistakes, omissions, errors, interruptions, delays of service or performance, defects, harmful components, viruses and bugs, howsoever caused. It is the user's duty to execute anti-contamination or virus software and ensure that any



information, if contaminated or infected, will not damage the user's information or system. The entire risk as to the use of any GBG POI is with the licensee and end user. CAMRA cannot be held responsible for any damage caused to your hardware through incorrect installation. If you are unsure about installation please do not proceed but seek help from us at gbgpoi@camra.org.uk

7) In order to use any GBG POI you must agree to be legally bound and to abide by the Terms and to indemnify and hold CAMRA harmless from all alleged or actual damages, claims and expenses arising from any customer breach. This also includes, without limitation, legal fees and disbursements. The use of any GBG POI is deemed to be an acceptance of this condition.

8) GBG POI files are provided with a license for individual use. You are not allowed to copy, redistribute, concatenate or use the data in these files in any way without prior written authorisation from CAMRA. This includes consolidating the data onto CDs or any other storage medium. Under no circumstances are you permitted to sell the data commercially in any format without prior written authorisation from CAMRA.

9) Good Beer Guide POI files and related documentation are copyrighted works of authorship and are also protected under applicable database laws. Copyright (the whole or a part of) © the Campaign for Real Ale Ltd., for the legal term of copyright. All rights reserved Worldwide.

10) Data, text, graphics, indicia and code are protected by UK, US, EU and International Copyright Laws, and may not be copied, reprinted, published, translated, hosted, or otherwise distributed by any means without prior written authorisation from CAMRA. No permission will be granted to companies, organisations, websites or authors who distribute our data without prior written authorisation from CAMRA.

11) You may not store any content from a GBG POI on any platform accessible to anyone apart from the purchaser, including personal computers, network computers, mobile devices, http and ftp servers. Content must not be served dynamically to more than one person, that person being the purchaser. You may not transfer ownership of our content to another party. You may not sell any of our content on auction sites nor include it with or within any item sold on an auction site. You may not modify, disassemble or reverse-engineer any content. You may not distribute any content (free or for a fee) as part of a package without prior written authorisation from CAMRA.

12) You acknowledge that any and all of the intellectual property rights subsisting in or used in connection with the GBG POI shall be and shall remain the sole property of CAMRA and that you shall not at any time dispute ownership.

13) GBG POI files are compilations of data arranged in a systematic way. CAMRA makes a qualitatively and quantitatively substantial investment in the collection, assembly, verification, organization and presentation of the contents of GBG POI files and a significant investment of human, financial



and technical resources. This entitles CAMRA by law to claim sole copyright of the data in the files.

14) Thousands of working hours have been spent (and continue to be spent) obtaining, compiling, collating, validating, editing, formatting, distributing, supporting and improving upon the data in GBG POI files.

15) Various methods are employed to enable us to identify copied GBG POI files and their original sources. We do not disclose details of these methods or provide clues that such protection is active. Attempts at corruption of the protection system and consequent dissemination of the data will result in prosecution. GBG POI files and data contained within them are owned by and copyright of The Campaign for Real Ale Ltd. This data is not allowed to be shared, reproduced, incorporated on any website or in any application including CD and DVD or newer media in part or in full without prior written authorisation from CAMRA.

16) Any notice to be given under a provision of these Terms will be validly served if sent by electronic mail and, for the avoidance of doubt, electronic mail will be deemed to be “writing” for the purpose of the Terms.

17) If a term, covenant, provision, or condition of these Terms becomes, or shall be held by any court of competent jurisdiction to be against public policy or illegal, all remaining provisions of these Terms shall remain in full force and effect and unaffected, impaired or invalidated by this decision. The invalidated item shall be modified by the parties to the full extent possible to carry out all the intentions and directives stated in these Terms.

18) If any dispute arises in connection with the Terms, a representative of each party with authority to settle the dispute will, within [14] days of a written request from one party to the other, meet in good faith in an effort to resolve the dispute. If the dispute is not resolved at that meeting, either party may commence legal proceedings.

19) The Terms will be governed by and construed in accordance with the laws of England and Wales and, subject only to clause 18, the parties submit to the exclusive jurisdiction of the English courts for the resolution of any dispute. CAMRA operates from its offices in the United Kingdom and makes no representations or warranties that its GBG POI files are legal in other locations.

