

BASKET DIGITAL Website Terms and Conditions

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BASKET DIGITAL WEBSITE TERMS AND CONDITIONS

IMPORTANT LEGAL NOTICE

This page (together with our Cookies Policy) sets out the terms and conditions ("**Website Terms**") on which we, BASKET DIGITAL Ltd. ("**we**" or "**BASKET DIGITAL**"), provide our services through our website <http://www.thebasket.co.uk> and any BASKET DIGITAL mobile application through which you access our website or services (together, "**Website**"). Please read these Website Terms carefully before ordering any products through, the Website, as your purchase of any products offered on the Website is subject to these Website Terms. By ordering products via the Website (whether now or in the future), you agree to be bound by these Website Terms. Use of the Website is also subject to these Website Terms.

We reserve the right to change these Website Terms from time to time by changing them on this page. We advise you to print a copy of these Website Terms for future reference. These Website Terms are only in the English language.

Use of your personal information submitted via the Website is governed by our Privacy Policy and Cookies Policy.

For the avoidance of doubt, please note that references to "**Website**" in these Website Terms include any current or future version of our website <http://www.thebasket.co.uk> and any BASKET DIGITAL mobile application through which you access our website or services, in each case whether accessed through any current or future platform or device (including without limitation any mobile website, mobile application, affiliate website or related website for accessing our website or services that may be developed from time to time).

By accessing any part of the Website, you indicate that you accept these Website Terms. If you do not accept these Website Terms, you should leave the Website immediately, and you will not be able to order any products through the Website.

I. TERMS AND CONDITIONS OF USE AND SALE

1. INTRODUCTION AND OUR ROLE

1.1. Company details: BASKET DIGITAL is a company registered in England and Wales with registered company number 11573458, whose registered office is at 8 Kenton Avenue, Wolverhampton, United Kingdom, WV6 0RG

1.2. Service: We provide a way for you to communicate your orders ("**Orders**") for products ("**Products**") to Convenience Stores ("**Vendors**") displayed on the Website (the "**Service**").

2. WEBSITE ACCESS AND TERMS

2.1. Website access: You may access some areas of the Website without making an Order or registering your details with us. **2.2. Acceptance of terms:** By accessing any part of the Website, you indicate that you accept these Website Terms. If you do not accept these Website Terms, you should leave the Website immediately, and you will not be able to order any Products through the Website.

2.3. Revision of terms: We may revise these Website Terms at any time. You should check the Website regularly to review the current Website Terms, because they are binding on you. You will be subject to the policies and terms and conditions in force at the time that you place an Order through us.

2.4. Responsibility: You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your Internet connection are aware of these Website Terms and that they comply with them.

3. YOUR STATUS

3.1. Capacity and age: By placing an Order through the Website, you warrant that:

3.1.1. You are legally capable of entering into binding contracts; and

3.1.2. You are at least 18 years old.

3.2. Alcohol and cigarettes: Furthermore, you acknowledge and agree that:

3.2.1. Pursuant to the Licensing Act 1964, it is an offence for any person under the age of 18 to buy, or attempt to buy, intoxicating liquor, or for any person over the age of 18 to buy intoxicating liquor on behalf of any person under the age of 18;

3.2.2. Cigarettes are not for sale to persons under the age of 18; and

3.2.3. Orders containing either alcohol or cigarettes can therefore not be accepted from or on behalf of persons under the age of 18.

4. HOW TO MAKE AN ORDER AND HOW IT IS PROCESSED

4.1. Compiling your Order: Once you have selected the Products you wish to order from the inventory of your chosen Vendor and provided the other required information, you will be given the opportunity to submit your Order by clicking or selecting the "proceed", "place my order" or similar button. It is important that you check all the information that you enter and correct any errors before clicking or selecting this button; once you do so we will start processing your Order and if the order is being prepared it may not be possible to correct errors.

4.2. Amending or cancelling your Order:

Once you have submitted your Order:

i. You have made a card payment and your payment has been authorised but the vendor has not started to process the order, you may cancel or amend your order within the "Manage Orders" section of the website or mobile application. **If you cancel your order, a cancellation fee of £0.50 will apply and be deducted from your refund. You will not be refunded for any amendment amount that causes the order total to fall below the "Click & Collect" or "Delivery" minimum threshold of the Vendor, in this event you will be refunded the difference that is over and above the minimum threshold of the Vendor. Any amount owed by you in the event of an amendment will be debited from your payment card.**

ii. You have made a card payment, your payment has been authorised and the vendor has started processing the order, you may cancel or amend your order within the "Manage Orders" section of the website or mobile application. **If you cancel your order, a cancellation fee of £0.50 will apply and be deducted from your refund. You will not be refunded for any amendment amount that causes the order total to fall below the "Click & Collect" or "Delivery" minimum threshold of the Vendor, in this event you will be refunded the difference that is over and above the minimum threshold of the Vendor. Any amount owed by you in the event of an amendment will be debited from your payment card.**

iii. You have made a card payment, your payment has been authorised and the vendor has processed the order, you may cancel or amend your order within the "Manage Orders" section of the website or mobile application. **If you cancel your order, a cancellation fee of £0.50 will apply and be deducted from your refund. You will not be refunded for any amendment amount that causes the order total to fall below the "Click & Collect" or "Delivery" minimum threshold of the Vendor, in this event you will be refunded the difference that is over and above the minimum threshold of the Vendor. Any amount owed by you in the event of an amendment will be debited from your payment card.**

iii. You have made a card payment, your payment has been authorised, the vendor has processed the order and it is **ready for collection**, you may request cancellation or amendment of the order by messaging the vendor from within the "Manage Orders" section of the website or mobile application. **At this stage, if you cancel your order, a cancellation fee of £1 will apply and be deducted from your refund. You will not be refunded for any amendment amount that causes the order total to fall below the "Click & Collect" or "Delivery" minimum threshold of the Vendor, in this event you will be refunded the difference that is over and above the minimum**

threshold of the Vendor. Any amount owed by you in the event of an amendment will be debited from your payment card.

iv. You have made a card payment, your payment has been authorised, the vendor has processed the order and the order status is “**being delivered**”, you may request cancellation or amendment of the order by messaging the vendor from within the “Manage Orders” section of the website or

mobile application or reject the order at delivery point. **At this stage, if you cancel your order, a cancellation fee of £2 will apply and be deducted from your refund. Amendments are not possible when order status is “being delivered”.**

4.3. Payment authorisation: Where any payment you make is not authorised, your Order will not be processed or communicated to the relevant Vendor.

4.4. Processing your Order and Vendor rejections: On receipt of your Order, we will begin processing it by sending it to the relevant Vendor and will notify you by email that your Order has been received and is being processed. Please note that any confirmation page that you may see on the Website and any Order confirmation e-mail that you may receive each merely indicate that your Order has been received and is being processed by us, and does not necessarily mean that your Order has been accepted by the Vendor. We encourage all our Vendors to accept all Orders and to communicate any rejection promptly, and we will notify you (generally by email) as soon as reasonably practicable if a Vendor rejects your Order. However, Vendors have the discretion to reject Orders at any time because they are too busy, due to weather conditions or for any other reason.

4.5. Delivery of your Order: Estimated times for deliveries and collections are provided by the Vendors and are only estimates. Neither we nor the Vendors guarantee that Orders will be delivered or will be available for collection within the estimated times.

5. RETURNS

5.1 Items that are NOT Perishable, Chilled, Frozen or Baby products:

You may within 24 hours of receiving your order return Product(s) from your order to the vendor if they are unwanted, incorrect, faulty or damaged.

To initiate the returns, a returns request must be submitted via the “Manage Orders” section of the website or mobile application for the product(s) you wish to return giving the reasons for your return e.g. Accidental Order, Wrong item was sent, Arrived in addition to what was ordered, Not as Described, No Longer Required, the Item is Damaged, Other.

The Vendor will accept/reject your request based on the information provided. If your request has been accepted, you are to bring the product(s) you wish to return to the Vendor ‘s retail shop where the product(s) will be checked by the vendor and the validity of your claim returns request assessed. If the Vendor is satisfied with your reason for returns and the validity of returns request, they will process the refund.

Returns of Used or opened Products will only be taken into consideration where product safety or quality is of concern.

5.2. Items that are Perishable, Chilled, Frozen or Baby products:

You are advised to reject items before or at the time of collection or delivery. Any returns requests for Perishable, Chilled, Frozen or Baby products will be taken into consideration only where product safety or quality is of concern.

6. PRICE AND PAYMENT

6.1. VAT and delivery costs: Prices will be as quoted on the Website. These prices include VAT but may exclude delivery costs (if you opt for delivery instead of collection) and any online payment administration charge imposed by the Vendor (if you pay for your Order online). These will be added to the total amount due where applicable.

6.2. Incorrect pricing: This Website contains a large number of Vendor Inventories and it is possible that some of the Vendor Inventories may include incorrect prices. If the correct price for an Order is higher than the price stated on the Website, we will normally contact you before the relevant Order is dispatched. In such an event, neither we nor the relevant Vendor is under any obligation to ensure that the Order is provided to you at the incorrect lower price or to compensate you in respect of incorrect pricing.

6.3. Payment methods: Payment for Orders must be made by an accepted credit or debit card through the Website or in cash to the Vendor at the point of delivery to you.

6.4. Card payments: If you pay by credit or debit card, you may be required to show the card to the Vendor at the time of delivery as proof of identification and so that they can check that the card conforms with the receipt data for the Order. Please note that from time to time there may be delays with the processing of card payments and transactions; this may result in payments taking up to sixty (60) days to be deducted from your bank account or charged to your credit or debit card.

6.5. Credit and discount vouchers: A credit or discount may apply to your Order if you use a promotional voucher or code recognised by the Website and endorsed by BASKET DIGITAL, and you pay for any balance by credit or debit card. Please refer to our Voucher Terms & Conditions for the full terms and conditions applicable to the use of credit and discount vouchers. Please note that because of standard banking procedures, your bank or card issuer will initially "ring-fence" the full amount of the Order (before any credit or discount) in your account for between 3 to 5 working days (or longer, depending on your bank or card issuer), and this amount will therefore be unavailable in your account for that period. The credit or discount will be applied at the time your bank or card issuer transfers the funds for your Order to us, at which point the credit or discounted amount will not be transferred to us and will instead be released by your bank or card issuer back into your available balance. You acknowledge and agree that neither we nor the relevant Vendor will be responsible or liable to you in relation to this delay by your bank or card issuer in the release of funds back into your account.

6.6. Rejected Orders: Because of standard banking procedures, once you have submitted an Order that you are paying for by credit or debit card and your payment has been authorised, your bank or card issuer will "ring-fence" the full

amount of your Order. If your Order is subsequently rejected by the Vendor (as described in paragraph 4.4 above) or cancelled for any other reason, your bank or card issuer will not transfer the funds for the Order to us, and will instead release the relevant amount back into your available balance. However, this may take between 3 to 5 working days (or longer, depending on your bank or card issuer). You acknowledge and agree that neither we nor the

relevant Vendor will be responsible or liable to you in relation to this delay by your bank or card issuer in the release of funds back into your account.

7. CUSTOMER CARE

7.1. General: Customer care is extremely important to us. Subject to paragraphs 7.5 and 12, our Customer Care team will therefore try to assist you where possible if you have any problems with your Order. You can contact our Customer Care team by clicking or selecting the "Need help?", "Help" or similar button or by calling the telephone number shown on the Website.

7.2. Questions about your Order: If your Order is taking longer than expected or you have any other problems with your Order, you can contact our Customer Care Team as described above and one of our Customer Care Advisers will attempt to contact the Vendor in order to follow up on your query.

7.3. Changing or cancelling your Order: If you wish to change or cancel your Order after it has been submitted and payment has been authorised, you may contact our Customer Care team as described above and they will attempt to contact the Vendor in order to communicate your requests. However, there is no guarantee that we will be able to reach the Vendor or that the Vendor will agree to your requests as they may have already started processing your Order.

7.4. Complaints or feedback: In the event that you are dissatisfied with the quality of any Products or the service provided by a Vendor, please consider providing feedback in the form of ratings, comments and reviews on the Website (together, "Reviews") to reflect your experience. The Reviews are an important part of our quality control process.

7.5. Compensation: If you are dissatisfied with the quality of any Products or the service provided by a Vendor and wish to seek a refund, a proportionate price reduction or any other compensation, you should contact the Vendor directly to lodge your complaint and, where appropriate, follow the Vendor's own complaint procedures. If you are unable to contact the Vendor, or the Vendor refuses to deal with your complaint, you can contact our Customer Care Team as described above within 48 hours of placing your Order and one of our Customer Care Advisers will attempt to contact the Vendor in order to request compensation on your behalf. Please note that we have no control over Vendors and the quality of the Products or service that they provide, and we not able to provide, and have no responsibility or liability for providing, any compensation to you on behalf of any Vendor.

8. LICENCE

8.1. Terms of permitted use: You are permitted to use the Website and print and download extracts from the Website for your own personal non-commercial use on the following basis:

8.1.1. You must not misuse the Website (including by hacking or "scraping").

8.1.2. Unless otherwise stated, the copyright and other intellectual property rights in the Website and in material published on it (including without limitation photographs and graphical images) are owned by us or our licensors. These works are protected by copyright laws and treaties around the world and all rights are reserved. For the purposes of these Website Terms, any use of extracts from the Website other than in accordance with paragraph 7.1 is prohibited.

8.1.3. You must not modify the digital or paper copies of any materials that you print off in accordance with paragraph 7.1 and you must not use any pictures, photographs or any other graphics, video or audio sequences separately from any accompanying text.

8.1.4. You must ensure that our status as the author of the material on the Website is always acknowledged.

8.1.5. You are not allowed to use any of the materials on the Website or the Website itself for commercial purposes without obtaining a licence from us to do so.

8.2. Limitation on use: Except as stated in paragraph 8.1, the Website may not be used, and no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service, without our prior written permission.

8.3. Reservation of rights: Any rights not expressly granted in these Website Terms are reserved.

9. SERVICE ACCESS

9.1. Website availability: While we try to ensure the Website is normally available twenty four (24) hours a day, we do not undertake any obligation to do so, and we will not be liable to you if the Website is unavailable at any time or for any period.

9.2. Suspension of access: Access to the Website may be suspended temporarily at any time and without notice.

9.3. Information security: The transmission of information via the internet is not completely secure. Although we take the steps required by law to protect your information, we cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk.

10. VISITOR MATERIAL AND REVIEWS

10.1. General:

10.1.1. Other than personally identifiable information, which is covered under our Privacy Policy, any material you post, upload or transmit or upload to the Website (including without limitation Reviews) ("**Visitor Material**") will be considered non-confidential and non-proprietary. By posting, uploading or transmitting any Visitor Material, you represent and warrant that you own or otherwise control all of the rights to such Visitor Material. You agree that we will have no obligations with respect to any Visitor Material, and that we and anyone we designate will be free to copy, disclose, distribute, incorporate and otherwise use any Visitor Material and all data, images, sounds, text and other things embodied in it for any and all commercial or non-commercial purposes.

10.1.2. You represent and warrant that that any Visitor Material you post, upload or transmit does not and will not breach any of the restrictions in paragraphs 10.2 to 10.3 below.

10.2. Visitor Material Policy: You are prohibited from posting, uploading or transmitting to or from the Website any Visitor Material (including any Reviews) that:

10.2.1. breaches any applicable local, national or international law;

10.2.2. is unlawful or fraudulent;

10.2.3. amounts to unauthorised advertising; or

10.2.4. contains viruses or any other harmful programs.

10.3. Visitor Reviews Policy: In particular (but without limitation), any Reviews that you submit through the Website must not:

10.3.1. contain any defamatory, obscene or offensive material;

10.3.2. promote violence or discrimination;

10.3.3. infringe the intellectual property rights of another person;

10.3.4. breach any legal duty owed to a third party (such as a duty of confidence);

10.3.5. promote illegal activity or invade another's privacy;

10.3.6. give the impression that they originate from us; or

10.3.7. be used to impersonate another person or to misrepresent your affiliation with another person.

10.4. Removal of Reviews: The prohibited acts listed in paragraphs 10.2 and 10.3 above are non-exhaustive. We reserve the right (but do not undertake, except as required by law, any obligation) and have the sole discretion to remove or edit at any time any Reviews or other Visitor Material posted, uploaded or transmitted to the Website that we determine breaches a prohibition in paragraphs 10.2 or 10.3 above, is otherwise objectionable or may expose us or any third parties to any harm or liability of any type, or for any other reason.

10.5. Use of Reviews: The Reviews and other Visitor Material contained on the Website are for information purposes only and do not constitute advice from us.

Reviews and Visitor Material reflect the opinions of customers who have ordered through the Website or other third parties, and any statements, advice or opinions provided by such persons are theirs only. Accordingly, to the fullest

extent permitted by law, we assume no responsibility or liability to any person for any Reviews or other Visitor Material, including without limitation any mistakes, defamation, obscenity, omissions or falsehoods that you may encounter in any such materials.

10.6. Liability: You agree to indemnify us against any losses, damages and claims (and all related costs) incurred by or made against us by a Vendor or any other third party arising out of or in connection with any Reviews or other Visitor Material that you provide in breach of any of the representations and warranties, agreements or restrictions set forth in this paragraph 9.

10.7. Disclosure to authorities and courts: You acknowledge that we will fully co-operate with any competent authority requesting or directing us to disclose the identity or location of anyone posting any Reviews or other Visitor Material in breach of paragraph 10.2 or 10.3 or any other applicable restriction and you release us to the fullest extent permitted by law from all liability in relation to such disclosure.

11. LINKS TO AND FROM OTHER WEBSITES

11.1. Third party websites: Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. We have not reviewed and do not control any of these third party websites (and are not responsible for these websites or their content or availability). We do not endorse or make any representation about these websites, their content, or the results from using such websites or content. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

11.2. Linking permission: You may link to the Website's homepage (www.thebasket.co.uk), provided that:

11.2.1. you do so in a fair and legal way which does not damage or take advantage of our reputation;

11.2.2. you do not establish a link from a website that is not owned by you or in a way that suggests a form of association with or endorsement by us where none exists;

11.2.3. any website from which you link must comply with the content standards set out in these Website Terms (in particular paragraph 10 (Visitor Materials and Reviews));

11.2.4. we have the right to withdraw linking permission at any time and for any reason.

12. DISCLAIMERS

12.1. Website information: While we try to ensure that information on the Website is correct, we do not promise it is accurate or complete. We may make changes to the material on the Website, or to the Service, Products and prices described on it, at any time without notice. The material on the Website may be out of date, and we make no commitment to update that material.

12.2. Allergy, dietary and other Inventory information: We try to accurately copy the item names, descriptions, ingredients, allergenic warnings and other information ("Product Information") from the Vendor Inventories that are provided to us by Vendors. We source most of our "Product Information" from BrandBank or the packaging of the product.

12.3. Vendor actions and omissions: The legal contract for the supply and purchase of Products is between you and the Vendor that you place your Order with. We have no control over the actions or omissions of any Vendors. Without limiting the generality of the foregoing, you acknowledge and accept the following by using the Website:

12.3.1. We do not give any undertaking that the Products ordered from any Vendor through the Website will be of satisfactory quality or suitable for your purpose and we disclaim any such warranties.

12.3.2. Estimated times for deliveries and collections are provided by the Vendors and are only estimates. Neither we nor the Vendors guarantee that Orders will be delivered or will be available for collection within the estimated times.

12.3.3. We encourage all our Vendors to accept all Orders and to communicate any rejection promptly, and we will notify you (generally by email) as soon as reasonably practicable if a Vendor rejects your Order. However, we do not guarantee that Vendors will accept all Orders, and Vendors have the discretion to reject Orders at any time because they are too busy, due to weather conditions or for any other reason.

12.3.4. The foregoing disclaimers do not affect your statutory rights against any Vendor.

12.4. Exclusion of terms: We provide you with access to the Website and Service on the basis that, to the maximum extent permitted by law, we exclude all representations, warranties, conditions, undertakings and other terms in relation to the Website and Service (including any representations, warranties, conditions, undertakings and other terms which might otherwise apply to the Website or Service, or be otherwise implied or incorporated into these Website Terms, by statute, common law or otherwise).

13. LIABILITY

13.1. General: Nothing in these Website Terms excludes or limits our liability for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law. Nothing in these Website Terms affects your statutory rights.

13.2. Exclusion of liability: Subject to clause 13.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the Service or the Website (including the use, inability to use or the results of use of the Service or the Website) for:

13.2.1. any loss of profits, sales, business, or revenue;

13.2.2. loss or corruption of data, information or software;

13.2.3. loss of business opportunity;

13.2.4. loss of anticipated savings;

13.2.5. loss of goodwill; or

13.2.6. any indirect or consequential loss.

13.3. Limitation of liability: Subject to clauses 12, 13.1 and 13.2, our total liability to you in respect of all other losses arising under or in connection with the Service or the Website, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed twice the value of your Order or £100, whichever is lower.

13.4. Additional costs: You assume full and sole responsibility for any additional or associated costs that you may incur in connection with or as a result of your use of the Website, including without limitation costs relating to the servicing, repair or adaptation of any equipment, software or data that you may own, lease, license or otherwise use.

14. TERMINATION

14.1. Grounds for termination: We may terminate or suspend (at our absolute discretion) your right to use the Website and the Service immediately by notifying you in writing (including by email) if we believe in our sole discretion that:

14.1.1. you have used the Website in breach of paragraph 8.1 (License);

14.1.2. you have posted Reviews or other Visitor Material in breach of paragraphs 10.2 or 10.3 (Visitor Material and Reviews);

14.1.3. you have breached paragraph 11.2 (Links to and from other websites); or

14.1.4. you have breached any other material terms of these Website Terms.

14.2. Obligations upon termination: Upon termination or suspension you must immediately destroy any downloaded or printed extracts from the Website.

15. WRITTEN COMMUNICATIONS

15.1. Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website or ordering Products via the Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

16. EVENTS OUTSIDE OUR CONTROL

16.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Website Terms that is caused by events outside our reasonable control ("**Force Majeure Event**").

16.2. A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

16.2.1. strikes, lock-outs or other industrial action;

16.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

16.2.3. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

16.2.4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

16.2.5. impossibility of the use of public or private telecommunications networks; and

16.2.6. the acts, decrees, legislation, regulations or restrictions of any government.

16.3. Our performance under these Website Terms is deemed to be suspended for the period that any Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring any Force Majeure Event to a close or to find a solution by which our obligations under these Website Terms may be performed despite the Force Majeure Event.

17. ADDITIONAL TERMS

17.1. Privacy Policy: We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Policy. You should review our Privacy Policy, which is incorporated into these Website Terms by this reference and is available here.

17.2. Other terms: You should also review our Cookies Policy for information regarding how and why we use cookies to improve the quality of the Website and Service, our Voucher Terms and Conditions for information regarding the use of credits and promotional discounts on the Website, and our Competitions Terms and Conditions for information regarding the terms applicable to competitions that we may run from time to time. All of these are incorporated into these Website Terms by this reference.

17.3. Severability: If any of these Website Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

17.4. Entire agreement: These Website Terms and any document expressly referred to in them constitute the whole agreement between you and us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any contract.

17.5. No waiver: Any failure or delay by you or us in enforcing (in whole or in part) any provision of these Website Terms will not be interpreted as a waiver of your or our rights or remedies.

17.6. Assignment: You may not transfer any of your rights or obligations under these Website Terms without our prior written consent. We may transfer any of our rights or obligations under these Website Terms without your prior written consent to any of our affiliates or any business that we enter into a joint venture with, purchase or are sold to.

17.7. Headings: The headings in these Website Terms are included for convenience only and shall not affect their interpretation.

18. GOVERNING LAW AND JURISDICTION

18.1. These Website Terms shall be governed by and construed in accordance with English law. Disputes or claims arising in connection with these Website Terms (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English courts.

II. BASKET DIGITAL VOUCHER TERMS & CONDITIONS

General

1. The following general terms and conditions (the "**General Voucher Terms**") will apply to all vouchers issued by BASKET DIGITAL from time to time for use on the Website, including vouchers with a credit value ("**Paycode Vouchers**") and promotional discount vouchers ("**Discount Vouchers**", and together with Paycode Vouchers, ("**Vouchers**").
2. Individual Vouchers will also be subject to, and the General Voucher Terms will be supplemented and/or modified by, additional terms and conditions (the "**Specific Voucher Terms**") that will be specified on the Voucher or at the time the Voucher is issued.
3. Vouchers may only be redeemed towards online Orders from Vendors made through the Website.

Specific Terms of Use for Discount Vouchers

5. Discount Vouchers must be used by the deadline specified on the Discount Voucher and/or at the time the Discount Voucher is issued by entering the relevant voucher code ("**Discount Voucher Code**"), and will expire after such date.
6. In the event of 2,000 redemptions made per Discount Voucher Code, the Discount Voucher Code will automatically expire regardless of the expiry date.

General Terms of Use for All Vouchers

7. The right to use a Voucher is personal to the original recipient and may not be transferred. No Voucher may be copied, reproduced, distributed, or published directly or indirectly in any form or by any means for use by an entity other than the original recipient, or stored in a data retrieval system, without our prior written permission. In particular, Vouchers distributed or circulated without our written approval, for example on an Internet message board or on a "bargains" website, are not valid for use and may be refused or cancelled.
8. Unless otherwise provided or specified in the Specific Voucher Terms:
 - 9.1 Vouchers may not be used in conjunction with other Vouchers or any other discounts or promotions provided or advertised from time to time;
 - 9.2 each Voucher will be valid for use by a recipient only once;
 - 9.3 each customer or household is limited to one Voucher per promotion or offer; and
 - 9.4 the right to use a Voucher is personal to the original recipient and may not be transferred.

10. When you use a Voucher you warrant to us that you are the duly authorised recipient of the Voucher and that you are using it in accordance with these terms, lawfully, legally and in good faith. If we believe in our sole discretion that a Voucher is being used in breach of these terms, unlawfully, illegally or in bad faith, we may reject or cancel the Voucher.

Miscellaneous

11. Please note that because of standard banking procedures, your bank or card issuer will initially "ring-fence" the full amount of an Order (before any Voucher credit or discount is applied) in your account for between 3 to 5 working days (or longer, depending on your bank or card issuer), and this amount will therefore be unavailable in your account for that period. The credit or discount will be applied at the time your bank or card issuer transfers the funds for your order to us, at which point the credit or discounted amount will not be transferred to us and will instead be released by your bank or card issuer back into your available balance.

12. Vouchers may not be exchanged for cash.

13. We shall not be liable to any customer or household for any loss or claim arising out of the refusal, rejection, cancellation or withdrawal of any Voucher or any failure or inability of a customer or household to use a Voucher for any reason.

14. We reserve the right, at any time and in its sole discretion, to add to or amend these terms and conditions in relation to the use of Vouchers or to vary or terminate the operation of a Voucher at any time without notice.

15. All standard terms and conditions from time to time for use of the Website and the Service apply.

III. BASKET DIGITAL COMPETITIONS TERMS & CONDITIONS

1. The following general terms and conditions (the "General Competition Terms") will apply to all competitions run by BASKET DIGITAL.
2. Individual competitions will also be subject to, and the General Competition Terms will be supplemented and/or modified by, additional terms and conditions (the "Specific Competition Terms") that will be specified in connection with each competition.
3. Competitions are open to individual residents of the UK aged 18 or over, except employees of BASKET DIGITAL, their associated, affiliated or subsidiary companies, and their families, agents, or anyone connected with the competition.
4. Winners will be responsible for ensuring they are able to accept the relevant prize, as set out and in accordance with these General Competition Terms and any applicable Specific Competition Terms.
5. We reserve the right to redraw a competition winner if the relevant prize is not accepted or claimed within the time period stated in the applicable Specific Competition Terms.
6. Completing and submitting a competition entry form will be deemed acceptance of the General Competition Terms and any applicable Specific Competition Terms.
7. The General Competition Terms and any applicable Specific Competition Terms shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.
8. Any personal data that is collected as part of any BASKET DIGITAL competition will be processed in accordance with applicable UK data protection legislation. For further information on our Privacy Policy please go to: <http://www.thebasket.co.uk/privacy-policy>
9. We reserve the right to withdraw any competition at any time without prior written notice and/or to alter or amend the General Competition Terms or the Specific Competition Terms for any competition at any time.
10. Our decision is final and binding in all matters relating to any competition and no correspondence will be entered into.
11. All standard terms and conditions from time to time for use of the Website and Service apply.