



## General

The use of this website and access to all the services provided are subject to all of the following terms, conditions and notices.

We reserve the right to change these Terms and Conditions at any time. Any such changes will take effect when posted on the website. It your responsibility to read the Terms and Conditions on each occasion you use this website and your continued use of the website shall signify your acceptance to be bound by the latest Terms and Conditions.

Access to this website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this website.

## Delivery

DELIVERY OPTION	DELIVERY TIME	COST
UK - Standard (Royal Mail)	3-5 working days (Mon-Fri)	£3.99

Want a year of FREE delivery? Join the [EMP Backstage Club](#)! For just £9.95 per year, you'll get free delivery on every order as well as an extended 100 days' right of return, free gifts with every order over £30, exclusive competitions and more!

For more information please see our full **delivery terms and conditions**.

## Prohibitions

You must not misuse this website. You will not commit or encourage a criminal offence; transmit or distribute a virus, Trojan, worm, logic bomb or post any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into aspects of the service corrupt data; cause annoyance to other users; infringe upon the right of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as 'spam'; or attempt to affect the performance or functionality of any computer facilities of or through this website. Breaching this provision would constitute a criminal offence under the Computer Misuse Act 1990. EMP will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distribution denial-of-service attack, viruses or other technologically harmful material that may affect your computer equipment, computer programs, data or other proprietary due to the use of this website or to your downloading of any other material posted on it, or on any website linked to it.



## Terms of Sale

By placing an order you are offering to purchase a product on and subject to the following Terms and Conditions. You will be asked to accept these Terms and Conditions when placing your order. All orders are subject to availability and confirmation of the order price. Please click [here](#) for delivery charges.

In order to contract with EMP you must be over 18 years of age and possess a valid credit or debit card. EMP retains the right to refuse any request made by you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorised user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods.

## Orders

All orders that you place on this website will be subject to acceptance in accordance with these Terms and Conditions.

Please check your order carefully before placing it. You have the opportunity to edit your order from the checkout page before placing your order. The confirmation stage sets out the final details of your order. Following this, we will send you an order acknowledgement e-mail detailing the products you have ordered. Please note that this e-mail is not an order confirmation or order acceptance from us.

We will confirm our acceptance to you by sending you an email that confirms that the products have been dispatched. The contract between us will only be formed when we send you this email.

If we are not able to supply you with a product, for example because that product is not in stock or no longer available or because we cannot meet your requested delivery date. If you have already paid, we will refund you the full amount including any delivery costs charged as soon as possible.

## Pricing and Availability

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund including any delivery cost charged. We will not take any additional payments without prior consent.

All prices are inclusive of VAT. Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'. Please click [here](#) for [delivery charges](#).

The Website may contain typographical errors or other errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We reserve the right to refuse to fill any orders that you may place based on information on the Website that may contain errors or inaccuracies, including, without limitation, errors, inaccuracies or out-of-date information regarding pricing, shipping, payment terms, or return policies. If you have already paid, we will refund you the full amount including any delivery costs charged as soon as possible.



## Payment

We accept payment by credit or debit card and PayPal. We do not accept cheques or postal orders. Upon receiving your order we carry out a standard pre-authorisation check on your payment card to ensure there are sufficient funds to fulfil the transaction. Goods will not be dispatched until this pre-authorisation check has been completed and at this point, your card will be debited. Your order will then be dispatched.

## Delivery

We will make every effort to deliver goods within the estimated time scales, however delays are occasionally inevitable due to unforeseen circumstances. Delivery to the more remote parts of Scotland in particular may take longer than other deliveries. Occasionally, we may need to cancel an order if we will be unable to deliver. In this situation, if you have already paid we will refund you the full amount including any delivery costs as soon as possible.

If we miss the delivery deadline for any products then you may cancel your order straight away if any of the following apply:

- (a) We have refused to deliver the goods;
- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- (c) you told us before we accepted your order that delivery within the delivery deadline was essential.

If you do not wish to cancel your order straight away, or do not have the right to do so, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your order if we do not meet the new deadline.

If you choose to cancel your order for late delivery, you can do so for just some of the products or all of them, unless splitting them up would significantly reduce their value. If the products have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay for the cost of this. After you cancel your order we will refund any sums you have paid to us for the cancelled products and their delivery.

We withhold the right to not resend any orders which have been returned to us without prior payment for a second delivery if you have provided us incorrect delivery information, or when you fail to collect your goods from your local depot if a delivery has been attempted and failed.

Please click here for [delivery charges](#).

If you order products for international delivery, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for more information before placing your order.

## Discount Codes

Account discount codes - Discount codes may from time to time be offered to account holders; such codes may only be applied to purchases made through the account in respect of which the discount code was offered and registered.

Promotional discount codes - We may from time to time offer promotional discount codes which may apply in respect of any, or certain specified, purchases made through this Website.

A promotion code must be entered before checkout and cannot be used for an order after it has been placed.

## Gift Vouchers and Gift Cards

Please note that gift cards purchased from this website can only be redeemed at emp.co.uk.

## Returns and Refunds

If you are not completely satisfied with the items you purchased on our website, we are happy to offer free returns and exchanges within 30 days for non-Backstage Club members, or 100 days for Backstage Club members. To return an item:

- Complete the returns form you received with your order, enclosing it with the items you wish to return
- Print a returns label [here](#) and stick it to the front of your parcel, covering the original label.
- Take your parcel to your nearest Post Office for dispatch.

For hygiene reasons we have a no returns policy on underwear, swimwear and selected jewellery.

**Remember to obtain proof of postage and the code to track your return.**

***This returns policy does not affect your statutory rights. Please see below for full terms and conditions.***

## 1 YOUR CONSUMER RIGHT OF RETURN AND REFUND

**This clause 1 only applies if you are a consumer.**

1.1 If you are a consumer, you have a legal right to cancel a Contract. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 replace the Distance Selling Regulations from 13 June 2014 and your right to cancel is now set out in the new regulations. There are some changes in the way the new regulations work so we suggest that you read this policy carefully. The period during which you can cancel is set out below in *clause 1.2*. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a product, you can notify us of your decision to cancel the contract and receive a refund. Advice about your legal right to cancel the contract is available from your local Citizens' Advice Bureau or Trading Standards office. In the interest of hygiene we will not be able to accept the return of underwear, swimwear, pierced jewellery or cosmetics unless they were of unsatisfactory quality when we sent them to you.

1.2 Your legal right to cancel a Contract starts from the date of the dispatch confirmation (the date on which we e-mail you to confirm our acceptance of your order), which is when the contract between us is formed. Your deadline for cancelling the contract then depends on what you have ordered and



how it is delivered, as set out in the table below:

Your Contract	End of the cancellation period
Your Contract is for a single Product (which is not delivered in installments on separate days).	The end date is the end of <b>14 days</b> after the day on which you receive the Product. Example: if you receive the Product on 1 January and you receive the Product on 10 January you may cancel at any time between 1 January and the end of the day on 14 January.
Your Contract is for either of the following: one Product which is delivered in installments on separate days. multiple Products which are delivered on separate days.	The end date is <b>14 days</b> after the day on which you receive the last installment of the Product. Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the last installment of the Product on 10 January and the last separate Product on 15 January you may cancel at any time between 1 January and the end of the day on 14 January.
Your Contract is for the regular delivery of a Product over a set period.	The end date is <b>14 days</b> after the day on which you receive the first delivery of the Product. Example: if we provide you with a Dispatch Confirmation on 1 January in respect of Products to be delivered at regular intervals over a period of 12 months and you receive the first delivery of the Product on 10 January, you may cancel at any time between 1 January and the end of the day on 24 January.

1.3 To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to email us at [mailbox@emp.co.uk](mailto:mailbox@emp.co.uk) or contact our Customer Services team by telephone on 0203 885 0001. If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by email, then your cancellation is effective from the date you send us the e-mail. For example, you will have given us notice in time as long as you e-mail us before midnight on the last day of the cancellation period.

1.4 If you cancel your Contract we will:

1.4.1 refund you the price you paid for the Products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. For example, if you have removed the tags.

1.4.2 refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method). For example, if we offer delivery of a Product within [3-5] days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

1.4.3 make any refunds due to you as soon as possible and in any event within the deadlines indicated below:

1.4.3.1 if you have received the Product and we have not offered to collect it from you: 14 days after the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us. For information about how to return a Product to us, see *clause 1.7*;

1.4.3.2 if you have not received the Product or you have received it and we have offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract.

1.5 If you have returned the Products to us under this *clause 1* because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us. See *clause 1.8* below for further information about returning faulty products.

1.6 We will refund you on the credit card or debit card used by you to pay. If you used vouchers to pay for the Product we may refund you in vouchers.



1.7 If a Product has been delivered to you before you decide to cancel your Contract:

1.7.1 then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. We offer a free returns service for UK customers and you should follow the instructions on the delivery note included on your order. We recommend that you use a trackable postal service as we cannot be held responsible for any loss or damage during transit ;

1.8 Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 1 or anything else in our Terms and Conditions. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## Privacy Policy

### Privacy Policy

We are committed to protecting and respecting the privacy of all visitors and users of EMP.co.uk (the Website?).

Please read the following carefully to understand our policy and practices regarding your personal information and how we will treat it. We will use your personal information in accordance with this Privacy Policy and applicable current data protection laws.

This policy (together with our [Terms and Conditions](#) and [Cookie Policy](#)) sets out the basis on which any personal information we collect from you, or that you provide to us, via this Website will be treated by us. Please read the following carefully to understand our policy and practices regarding your personal information before using this Website. By using our Website, you are accepting and consenting to the practices described in this Privacy Policy.

For the purpose of the Data Protection Act 1998 (the Act), the data controller is EMP Mail Order UK Ltd., c/o Francis Clark LLP, North Quay House, Sutton Harbour, Plymouth, PL4 0RA .

### What personal information do we collect?

We may collect and process the following data about you:

- Information that you enter via our Website. This includes information provided at the time of registering an account on our Website, subscribing to any service which we provide, searching our Website, placing an order on our Website, participating in discussion boards or other social media functions on our Website, creating wish lists on our Website, or requesting further services. We may also collect and process information when you enter a competition or promotion, and when you report a problem with our Website. The information you give us may include without limitation your name, postal address, email address, password, telephone number, financial and credit card information, age, occupation, personal description, photograph, product interests and style interests.
- Details of transactions you carry out through our Website and of the fulfilment of your orders.
- If you contact us (by phone, email, or otherwise), we may keep a record of our correspondence with you.
- Information you provide when you enter a survey (we may ask you to complete surveys that we use for research purposes, although you do not have to respond to them).
- Technical information may be collected automatically, including without limitation the Internet protocol (IP) address used to connect your computer or device to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform.
- Details of your visits to our Website may be collected automatically, including without limitation full Uniform Resource Locators (URL) clickstream to, through and from our Website (including date and time), products and pages you viewed or searched for, page response times, download errors, lengths of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page (including information about how you use social media plug-ins), traffic data, location data, weblogs and other communication data.
- We are also working closely with third parties (including for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies and fraud prevention service providers) and may receive information about you from them.

### Information collected from children



We are strongly committed to preserving online privacy for all of our Website visitors, including children. The Website is a general audience site, and we do not knowingly collect information about children or sell products to children. We will not knowingly collect any information from children under the age of 13. If you are under the age of 13, you are not permitted to use or submit information to the Website.

### **Cookies**

Our Website uses cookies to distinguish you from other users of our Website and to keep track of your visits. They help us to provide you with the very best experience when you browse our Website and to make improvements to our Website. They also help us and our advertising networks to make advertising relevant to you and your interests. For detailed information on the cookies which we use and the reasons why we use them, see our [Cookie Policy](#).

### **Storage & Security of your Personal Information**

The data that we collect from you may be transferred to, and stored at, destinations outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted via our Website; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

We use a trusted third party payment processing service to process your payment to us and we do not store your credit/debit card information. You can elect to save your credit or debit card details once your order on our Website has been processed, to make any future orders easier. However, for your security you will need to enter your card's 3-digit security code for every subsequent transaction where you elect to use the saved credit/debit card. If you elect to store your credit or debit card details after an order on the Website, your credit/debit card details will be stored with our trusted third party payment processor.

We use secure socket layer software (SSL) to encrypt personal information that you provide via your registered account on our Website (including your payment details). This technology prevents you from inadvertently revealing personal information using an unsecure connection. Our Website is certified with an SSL certificate, which verifies that our Website is secure.

We keep your information confidential and store user personal data on a secure server which is password protected and hidden behind a firewall.

### **Uses Made of Your Personal Information**

We may use information held about you to:

- carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;
  
- set up, manage and contact you about your account and orders;
  
- update and manage our customer and marketing databases;



- ensure that content from our Website is presented in the most effective manner for you and for your computer or device;
- provide you with information about other products and services we offer that are similar to those that you have already purchased or enquired about;
- provide you, or permit selected third parties to provide you, with information about other products or services (including products and services that are co-branded or that we are otherwise engaged with promoting) that we feel may interest you, where you have consented to be contacted for such purposes;
- personalise emails that we send to you, including using your name to address emails to you and using your gender to provide gender-specific content;
- allow you to participate in interactive features of our service, when you choose to do so (including creating links to our website in your social media channels);
- carry out market research and analysis;
- notify you about changes to our service;
- administer and improve our Website and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;
- confirm your age and identity, and to identify and prevent fraud;





- keep our Website safe and secure; and comply with applicable law; enforce or apply our Terms of Use, Terms and Conditions of Sale and other agreements; or protect the rights, property or safety of EMP.co.uk UK Limited, any of our group companies, our customers or others.

### Uses of Analytics and Targeting Advertising Tools

In order to better serve our Website visitors and customers we may use Google Analytics features such as Remarketing, Google Display Network Impression Reporting, the DoubleClick Campaign Manager integration and/or Google Analytics Demographics and Interest Reporting (Google Display Advertising Features).

You can opt-out of the Google Display Advertising Features and customise Google Display Network ads using the [Ad Settings](#).

As an added privacy measure, you can use the [Google Analytics opt-out browser add on](#).

Regarding Google Display Network Impression Reporting and the DoubleClick Campaign Manager integration, we and third party vendors, including Google, may use cookies set by the Google Analytics features to analyse and report on ads used on our Website including but not limited to the impressions created by the ads and how these interact with other ad features and other features and services.

Regarding Google Analytics Demographics and Interest Reporting, we may use data from Google's Interest-based advertising and/or third party audience data (such as age, gender and interests) with Google Analytics to target and improve our marketing campaigns, marketing strategies and our Website content.

We may use Remarketing with Google Analytics to advertise online. Third party vendors, including Google, may show our ads on sites across the internet. We and third party vendors, including Google, may use cookies to inform, optimise and determine which ads you see on our Website and third party websites, including ads based on your previous visits to our Website.

We may also use analytics and targeted advertising tools provided by other third parties, including Facebook, Adroll, Responsys, Salescycle and Bing. Please see our and [Cookie Policy](#) for further information (including a list of the cookies used by our Website).

### Marketing & Communications

You will have the opportunity to subscribe to certain areas of the Website and marketing lists. For instance you may wish to receive our newsletter or other marketing information (by email or direct mail) or enter competitions. In these circumstances we may ask for additional information, such as your age, occupation, style interests, etc. We will also treat this information as personal information, as described in this policy. This will help us to target our marketing in a way we feel would be of specific interest to you. We may from time to time send with your ordered products, inserts advertising the goods or services of unrelated third party companies. However, we do not pass on your personal information to these third party companies, except as provided elsewhere in this Privacy Policy.

### Disclosure of Your Information

We may disclose your personal information:

- where you have consented for us to do so. For example, if you have consented to receive marketing materials from third parties, or in respect of third parties (including co-branded or jointly promoted) products and services, we may pass your information on to the relevant third parties;
- to business partners, suppliers, sub-contractors and other third parties as necessary for the performance of any contract we enter with you or any service you have requested (for example, we engage third parties to deliver packages, to host our Website and to process card payments, and your payment information will be provided to financial institutions (including banks and card schemes) in order to process your transactions);
- to business partners, suppliers and sub-contractors as necessary for the performance of any contract we enter with them (for example, we engage third parties to send emails and postal mail on our behalf, to provide data cleansing services and to provide marketing and advertising services);
- to analytics and search engine providers that assist us in the improvement and optimisation of our Website;
- in the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets;
- if EMP Mail Order UK Ltd. or substantially all of its assets are acquired by a third party in which case personal information held by it about its



customers will be one of the transferred assets;

- to protect our customers and Website from fraud and theft. We may pass on personal information that is required to make identity checks and personal information that we obtain from making identity checks (including information relating to your age, name and location), together with account information to organisations including law enforcement agencies, involved in fraud prevention and detection and credit risk reduction. Please note that these third parties may retain a record of the information that we provide to them for this purpose;
- if we are under a duty to disclose or share your personal information in order to comply with any legal obligation; or,
- in order to enforce or apply our Terms of Use or Terms and Conditions of Sale and other agreements; or to protect the rights, property, or safety of EMP Mail Order UK Ltd., any of our group companies, our customers, or others.

### Your Right Opting Out

You have the right to ask us not to process your personal information for marketing purposes. We will usually inform you (before collecting your data) if we intend to disclose your information to any third party for such purposes. If you do not wish to receive marketing information from us you have the option of 'opting out' at any time. Clear instructions on how to opt out of each area will be detailed specifically (for instance, at the bottom of our e-newsletter you will have the option to unsubscribe by clicking a link). Alternatively, you can let us know in writing at [mailbox@emp.co.uk](mailto:mailbox@emp.co.uk) or via your registered account on our website if you wish to exercise the right to opt-out.

Our Website may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates, or to social media platforms. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal information to these websites.

### Access to Information

The Act gives you the right to access information held about you, and you may ask us to make any necessary changes to ensure that it is accurate and kept up to date. If you wish to do this, please write to us at [mailbox@emp.co.uk](mailto:mailbox@emp.co.uk). Your right of access can be exercised in accordance with the Act.

### Changes to Our Privacy Policy

We reserve the right to change this policy at any time. If we change our privacy policy we will post the changes on this website, and where appropriate notify you. Please check back frequently to see any updates or changes to our privacy policy. The most recent version of this policy is reflected by the date located at the bottom of this policy.

## Ownership of Rights and Intellectual Property

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights and all materials and/or content made available as part of your use of this website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors.

All rights on this website are owned by EMP Mail Order UK Ltd. The website is for personal and non-commercial use only. Any attempt to copy, store or share content and information for commercial purposes is prohibited. You must not attempt (and agree not to assist or facilitate any third party to attempt) to copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works from this website.



## Cookies Policy

Here at EMP, we want to make sure that the website we operate looks as good as possible but also is easy for you to use. To help us to do this, our website uses cookies.

Cookies help us to assess how you use our website and also how we can improve our website. This means we have the information we need to regularly evaluate whether our website really meets your needs. Some of the cookies we use improve the functionality of our website, so if you choose to disable cookies on your browser, you might find that you can't access some aspects of our website, or that parts of the website don't function in the way that you might expect them to.

Please see the "How We Use Cookies" section below for more specific details about how we use cookies.

### What Are Cookies?

A cookie is a small file of letters and numbers that we put on your computer if you agree. Cookies allow us to recognise that you have visited our website before and remember your preferences.

Cookies can help us to remember your website login so that you don't need to type it into the website every time you return, or to remember the goods that you have clicked to purchase on one page so that they are added to your basket.

Cookies also help us to collect information about the way you use our website which helps us to ensure any advertising that you see is relevant and useful to you.

### How We Use Cookies

Our website uses 12 cookies. These cookies allow us to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and to improve our website. We are required by law to provide you with clear and comprehensive information about the cookies that we use and if this page does not answer all of your queries you should contact us.

Our cookies do not store information which could be used to identify you personally, such as your contact details.

We use the following cookies:

#### Strictly Necessary Cookies

These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.

#### Analytical/Performance Cookies

They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.

#### Functionality Cookies

These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

#### Targeting Cookies

These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

You can find more information about the individual cookies we use and the purposes for which we use them in the table below:



Cookie Name	Purpose
vscommerce	A session identifier cookie that disappears after the browser is closed. This is a unique ID that references the database entry holding information such as the basket contents, logged in status and other information.
VSReferrer	An identifier that stores that website that referred you
VSCurrency	An identifier that references the currency the prices are displayed in.
VSVatPrices	An identifier that references if prices are shown inclusive or exclusive of VAT.
VSCategoryGroup	An identifier that references the last top level category visited.
VSCourierID	An identifier that references the courier the customer has selected.
VSCountryID	An identifier that references the country the customer has selected.
VSWishlistId	An identifier that references the database entry holding the visitors wishlist on the website when they are not logged in.
VSWishlistToken	An identifier that references the database entry holding the visitors wishlist on the website when they are not logged in.
affiliate_source	Details of which Affiliate scheme referred the visitor to the website - such as Webgains or Affiliate Window.
vs_login	Secure login token if the visitor selected for the website to remember them.
Google Analytics	Non-personal information used to track a visitors route through the website. This is used to find at which point customers have abandoned the checkout process and is used to improve the website. You can read more information on the cookies used by Google Analytics uses on its information page

### 3<sup>rd</sup> Party Cookies

The information set out in "How We Use Cookies" relates to the cookies that we set on our website. In addition to these cookies, our website also uses third party cookies which are set by a domain other than our website.

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.

Our website uses Third Party Cookies from the providers found in the table below, if you require further information about what those cookies are or how they are used, you should contact those providers directly.

3rd Party Name	Additional Information
Facebook Pinterest Google Plus Twitter	You can choose to share content from our site with others via the social networks listed on the left, and so you may be sent cookies from these websites.
Google	We utilise the online advertising services of the third party companies listed on the left, and each of their sites use may set cookies to help identify which adverts are clicked on/interacted with.

### How Do I Block Cookies?

You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our website. Precisely how cookies are blocked will depend upon the browser that you use. If you would like further information please contact us.

### What Will Happen If I Disable Cookies?

If you choose to disable access to cookies on your browser you will not be able to login, register or purchase from this website.

Information on how to disable cookies in popular web browsers can be found below:

PC Instructions	MAC Instructions
<b>Firefox 13 and newer</b> 1. At the top of the Firefox window, click on the Firefox button (Tools menu in Windows XP) and then click 'Options' 2. Then select the 'Privacy' icon 3. Set the 'Use custom settings for history' in the 'Firefox will' dropdown 4. Untick 'Accept cookies from sites' to disable cookies	<b>Firefox 13 and newer</b> 1. At the top of the Firefox window, click on the Firefox button and then click 'Options' 2. Then select the 'Privacy' icon 3. Set the 'Use custom settings for history' in the 'Firefox will' dropdown 4. Untick 'Accept cookies from sites'
<b>Firefox 12 and earlier</b> 1. Click on 'Tools' at the top of your browser window and select 'Options' 2. Then select the 'Privacy' icon 3. Click on 'Cookies', then untick 'Allow sites to set cookies'	<b>Firefox 12 and earlier</b> 1. Click on 'Tools' at the top of your browser window and select 'Options' 2. Then select the 'Privacy' icon 3. Click on 'Cookies', then untick 'Allow sites to set cookies'
<b>Google Chrome</b> 1. Click on the tool icon at the top right of your browser window and select 'Settings' 2. Click the 'Show advanced settings' link, locate the 'Privacy' section, and select the 'Content settings' button 3. Now select 'Block sites from setting any data'	<b>Google Chrome</b> 1. Click on 'Tools' at the top of your browser window and select 'Options' 2. Click the 'Under the Hood' tab, locate the 'Privacy' section, and select the 'Content settings' button 3. Now select 'Block sites from setting any data'
<b>Internet Explorer</b> 1. Click on 'Tools' at the top of your browser window and select 'Internet options', then click on the 'Privacy' tab 2. Under 'Settings' move the slider to the top to block all cookies	<b>Internet Explorer</b> 1. Click on 'Explorer' at the top of your browser window and select 'Preferences' options 2. Scroll down until you see 'Cookies' under Receiving Files 3. Select the 'Never Accept' option
<b>Safari</b> 1. Click on the 'Cog' icon at the top of your browser window and select the 'Preferences' option 2. Click on 'Privacy' and check the option 'Block third-parties and advertisers'	<b>Safari</b> 1. Click on 'Safari' at the top of your browser window and select the 'Preferences' option 2. Click on 'Security' then choose 'Accept cookies' 3. Select the 'Never' option
<b>Opera</b> 1. Click on the Opera icon in the top left of the window 2. Select 'Settings' and choose 'Quick Preferences' 3. Uncheck "Enable Cookies"	<b>Opera</b> 1. Click on the Opera icon in the top left of the window 2. Select 'Settings' and choose 'Quick Preferences' 3. Uncheck "Enable Cookies"

## Liability

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law EMP and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity in relation to the use of or content of the Website and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect EMP Mail Order UK Ltd.'s liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

The exclusion above does not limit or exclude any of your rights in relation to products purchased from the Website or any statutory rights. Where you are a consumer, we will be responsible for any loss or damage that is a foreseeable result of our breach of contractor negligence. Because we only supply the products for consumer use, we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.



## Law and Jurisdiction

These Terms and/or your use of the Site shall be governed by and construed in accordance with English law and the English Courts shall have non-exclusive jurisdiction over any dispute which may arise. If you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland and if you are a resident in Scotland you may also bring proceedings in Scotland.

## Privacy Policy and Data Protection

We comply with all the rules that are set out to ensure the protection of your data and information. Our Privacy Policy, which sets out how we will use your information, can be found on the [Privacy Policy](#). By using the website, you consent to the processing described therein and warrant that all the data provided by you is accurate. Please click here for our [Cookie Policy](#). For specific information on the Data Protection Act please contact the Information Commissioners Office.

## Imprint

### Registered Address:

EMP Mail Order UK Ltd.  
c/o Francis Clark LLP  
North Quay House  
Sutton Harbour  
Plymouth  
PL4 0RA

### Trading Address:

EMP Mail Order UK Ltd.  
Pennine House  
28 Leman Street  
London  
E1 8ER

### Returns Address:

EMP Returns  
Synergy Retail Support Ltd.  
Ravens Way  
Crow Lane Industrial Estate  
Northampton  
NN3 9UD

### Customer Service:



**Phone:** Our Customer Service Team is available on 0203 885 0001 Monday to Friday 07:00 to 19:00 (excluding Bank Holidays), Saturday 08:00 to 17:00 and Sunday 10:00 to 18:00.

**Email:**

[mailbox@emp.co.uk](mailto:mailbox@emp.co.uk)

**Company number:**

6323645

**VAT number:**

GB 913 0284 57

Online dispute resolution in accordance with art. 14 para. 1 Regulation on consumer ODR:

The European Commission provides a platform for online dispute resolution (ODR), which you can find at <http://ec.europa.eu/consumers/odr/>

We are neither prepared nor obliged to participate in a dispute resolution procedure before a consumer arbitration body.

## Variation

EMP Mail Order UK Ltd. shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the goods available and/or any page of this Website.



## Contacting Us

You can contact us using the details on the [contact us](#) page of this Website.

## EMP Roadtrips, Events and Travel Prizes Terms

Travelling Abroad: All EMP Roadtrip attendees, prize winners and any travelling companions must have and maintain valid passports endorsed with all relevant visas and with expiry dates no less than six (6) months following the proposed dates of travel or such other duration as may be required by any relevant regulation. These passports, and their holders, must not be subject to any restrictions on their rights to travel to and from the applicable country or countries. Passport control and in-country authorities may reserve the right to refuse entry to road trip attendees, prize winners and/or their travelling companions. We shall not be responsible for ensuring your ability to travel to the destination nor for any additional costs incurred should you be refused entry.

Unless otherwise stated, each competition is open to UK residents only aged 18 years or above.

### EMP HELLFEST ROADTRIP 2017

**Important:** The tickets for the EMP Hellfest Roadtrip 2017 can be purchased in two parts to help spread the cost. The first payment acts as a deposit ONLY to reserve you your place for the EMP Hellfest Roadtrip. Only by making the second payment do you fully purchase the ticket for the event. Full payment is required before the 31<sup>st</sup> March 2017.

Failure to purchase the second part before the 31<sup>st</sup> March 2017 will result in the loss of your place on the Hellfest Roadtrip and your deposit.

The first part of the EMP Hellfest Roadtrip can be purchased online by adding it to your cart from the Hellfest Roadtrip Landing Page but in order to purchase the Second part or if you want to buy both parts together you must call the **Customer Service Number:** 01548 830 756.

Please note that your ticket(s) will not be released to us from the event organiser and have to be collected from the Box Office on the day the event opens (15<sup>th</sup> June 2017). These tickets will be collected by the EMP representative on the Roadtrip and handed out accordingly.

**This is a package deal and we cannot sell the Hellfest Ticket separately.**

### INSURANCE AND OTHER EXPENSES

Unless otherwise stated, insurance is not provided as part of any EMP Roadtrip or holiday prize. It will be each EMP Roadtrip attendee, prize winner's and (if applicable) their travelling companion's responsibility to take out at their own cost all relevant insurance (including but not limited to health and travel insurance, insurance for theft, loss and damage to property) which may be required or prudent to be taken.

All insurance, spending money and other expenses, unless otherwise stated, are costs for the roadtrip attendees, prize winners and their travelling companion and are not provided as part of any holiday prize.

Unless stated otherwise, competition prizes consist of tickets to the event and travel only. If the event consists of camping it will be the Roadtrip attendees, prize winners and any travelling companions to ensure they have sufficient camping equipment, food and spending money.

Where the United States of America is a holiday prize destination, the prize winner and any travelling companion will be required to apply for an Electronic System for Travel Authorisation (ESTA). Applications must be submitted no later than three (3) days prior to the departure date. Should this form not be lodged by both the winner and within this time, they will be ineligible to enter the United States of America and will therefore forfeit their holiday prize.

### CANCELLING YOUR BOOKING

It may be necessary to cancel your EMP Roadtrip due to illness, accident or change of circumstances. If you have taken out insurance, payments arising from the cancellation will be covered in most cases. As soon as you know that you need to cancel, please contact us on 01548 830 756.

Cancellation charges are calculated from the date we receive your instructions by email, please see below:

- Time of booking to 28 days before the start of the Event: Full Refund
- Less than 28 days before the Event begins: 100% Cancellation charge





This does not include the terms set for the EMP Hellfest Roadtrip 2017. Please see above section for more info.

#### **EXCLUSION OF LIABILITY**

All EMP Roadtrip attendees, prize winners and their travelling companions must comply with the terms and limitations of airlines, other transport providers, and the venues involved in the provision of any roadtrip event/holiday prize, including any insurance policy relating to the holiday. In particular, entrants must comply with all health and safety guidelines and instructions and all applicable legal and regulatory requirements.

Offensive or illegal behaviour will not be tolerated. We will not be held responsible if your behaviour or actions results in your arrest or being removed from the EMP Roadtrip/Event at any point including flights, coach and ferry journeys or removal from the event itself by their security. Refunds will not be given.

We will not be liable or responsible for any loss or damage suffered by any prize winner or their travelling companion (if applicable) should any prize winner or their travelling companion (if applicable) not redeem a holiday prize as a result of any Government travel warning or advisory applicable to the destination country and/or countries or for any other failure on their part to travel. In particular, we shall have no obligation to substitute any alternative prize, cash equivalent or other compensation where a prize winner and/or their travelling companion (if applicable) fail to redeem a holiday prize for any reason

If your conduct, or that of anyone in your party is reasonably considered detrimental to the smooth running of an EMP Roadtrip including and not limited to being too drunk, we reserve the right to remove you and/or the rest of your party from the trip without reason and without a refund.

All EMP Roadtrip attendees, prize winners and their travelling companions take responsibility for their own time keeping and ensuring they arrive with plenty of time for pre-scheduled pickup/departure times. We will not be liable or held responsible for any additional costs incurred if you miss a method of transport if you are not there on the scheduled departure time.

We do not accept liability for any loss or damage to yourself and/or personal items that you bring with you whilst attending an EMP Roadtrip, Event or Holiday Prize. (Please see **Insurance** section for more details)

There is a STRICTLY NO SMOKING POLICY on any of the transportation included with the EMP Roadtrip or competition prizes, this includes the use of electronic cigarettes. Please note that smoking (including electronic cigarettes) is only permitted on Ferries in the designated outside decks.

**WE OPERATE A ZERO TOLERANCE DRUG POLICY** on all our EMP Roadtrips. Anyone found to be in possession of any suspected illegal or controlled substance will be removed from the EMP Roadtrip, will risk arrest and prosecution and will be banned from attending any future events.

We shall not be liable for failure to perform our obligations hereunder due to events beyond our reasonable control (including but not limited to industrial disputes, natural disasters, fire, technical problems, third party administrations, traffic issues, bad weather and acts of government or acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.

Alterations such as the withdrawal of certain amenities, facilities, activities venue and entertainment, may be made by the Event Organiser for reasons beyond our control without any obligation or liability. The advertised line-up is correct at time of going to press and may be subject to change. Your pass is to the Event is not dependent or conditional on any particular band(s).

Nothing in these Terms of Use shall exclude or limit liability for death or personal injury caused by negligence which cannot be excluded or under the law of the United Kingdom

No part of these Terms and Conditions affects your rights as a consumer. These Terms and Conditions are in addition to your rights as a consumer.

#### **PUBLICITY AND USE OF IMAGES**

We reserve the right to take photographs or films of any EMP Roadtrip/Event and to use the same in a responsible way in our promotional literature and on our website and social media sites. We may also reproduce any comments that we receive from you in such literature and on our website unless you do not consent to such use. You will be expected to provide a consent form in respect of the use of your image prior to the trip commencing



and if you do not agree to the use of your image for the above purposes then we must be informed prior to the trip commencing.