

Terms & Conditions

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INFORMATION ABOUT OUR COMPANY

In these Terms and Conditions (the "Terms") the rights and obligations of Wellis Hungary Commercial and Service Private Limited Company ("Wellis") and the Reader/Contributor ("Contributor") using the electronic services provided by Wellis through www.wellis.com, www.wellisparts.com, www.wellisblog.com and social media sites (eg. Facebook, Instagram) (together: "Websites") are described.

GENERAL INFORMATION

Name: Wellis Hungary Plc.

Registered office: 1118 Budapest, Budaörsi út 31/C.

Postal address: 2371 Dabas, Mánteleki út hrsz. 0417.

Customer service: see 1.5

Registered telephone: +36 29 564 380

E-mail address: info@wellis.com

Company registration number: Cg. 01-10-048882

Registering court: Budapest Metropolitan Court of Registration

VAT number: 25584864-2-43

1. WHO WE ARE AND WHO THESE TERMS AND CONDITIONS APPLY TO

1.1 The information below tells you how you may participate in Wellis's blog 'Hot Tub Time' at www.wellisblog.com (the "Blog") our websites www.wellis.com, www.wellisparts.com and third party websites and social media (e.g. our Facebook pages and our Instagram) (together the "Websites").

1.2 Please read these terms and conditions (the "Terms") carefully before contributing to our websites. Please take time to understand these Terms as your readership of the Blog and your continued use of our websites indicates your acceptance of these Terms and as they may be amended by us from time to time (see paragraph 11 "Changes to these Terms"). The Terms should be read in conjunction with our [General Terms and Conditions](#) and our [Privacy Policy](#), which also apply. If you do not agree to these Terms, you do not need to register and use our websites.

2. PRIVACY

2.1 By reading or subscribing to our blog and using the websites, you agree to the collection and use of your personal information. Wherever you provide us with information (whether you are subscribing, participating in an activity, or any other way), you must ensure that the information is accurate and does not mimic or imitate anyone. If the information you provide becomes inaccurate, you must immediately notify us of any inaccuracies so that we can update your information.

2.2 The personal information you share with us (such as your name, address, email address) is subject to our [Privacy Policy](#) and our [Cookie Policy](#), which form part of these Terms. Please read our Privacy and Cookies Policy to understand our practices. Please note that except for special categories of data (such as photos you may provide) to which we obtain your consent, we will process your personal information on the basis that your personal information is required to provide blog services to you under these Terms. We require your personal information in order to be registered as a subscriber of

the Blog and to remain a subscriber of the Blog, so if you choose to withdraw your consent to the use of your personal information, you will no longer be the subscriber of the Blog.

2.3 You must be aware of any personal information that you submit to the Blog as a contribution or in a forum that others view, such as our Facebook page, that may become publicly available. We are not responsible for the personal information you choose for such submitted content.

3. SHARING YOUR CONTRIBUTIONS & OTHER CONTENT

3.1 In addition to your personal information, you may also share information about your blog and websites' readership. For example, you may be invited to questionnaires, polls, prize contests, online competitions and other promotional activities (the "Promotions").

3.2 By submitting responses or enter Promotions or comments (the "Contributions") to the Blog or our Websites available to the public, you acknowledge and agree that: (a) the Contributions do not contain any confidential or proprietary information; (b) we have no obligation on confidentiality or of any kind (express or implied) with respect to your contributions; (c) we have the right to use or disclose your contributions for any purpose, in any manner, in any medium, worldwide; and (d) under no circumstances will you be entitled to any compensation or reimbursement from us.

3.3 By publishing your contributions to our or publicly viewed websites, you represent that you own or have the right to use the content and information you post. While you will continue to have your ownership when you post content or information to the Websites, you agree not to use it for commercial purposes and allow us to access and use that information. You grant us a non-exclusive, sub-licensable, worldwide, royalty-free license to use your intellectual property rights (such as photos and videos) in connection with the Blog and our own marketing communications.

3.4 You are solely responsible for all comments that you upload, post, email, transmit or otherwise make available through the Blog and Websites.

3.5 We have no obligation to review the comments posted to our websites, but you understand that we may refuse to post or remove your contributions at our sole discretion.

4. THIRD PARTY WEBSITES

Our websites may contain other materials or web pages operated by third parties (such as Facebook, Twitter, Instagram) or provide links that we do not control. We are not responsible for the content or materials on these websites or for any loss or damage you may suffer as a result of accessing these websites. We recommend that you take the time to familiarize yourself with the terms and policies of each third-party site that you access from our websites.

5. YOUR COMMITMENT TO OTHER PEOPLES' RIGHTS

5.1 For the purposes of this paragraph, Prohibited Content includes, but is not limited to:

- (a) falsification or misrepresentation that could harm us or any third party;
- b) unlawful, obscene, dishonest, abusive, threatening, defamatory, pornographic, harassing, hateful, libellous, unlawful, profane, obscene, dishonest, racially or ethnically offensive content or links, in breach of privacy or confidence and/or encourage such conduct that would be considered a criminal offence, results in a breach of contract, violates any law, or is otherwise inappropriate;
- (c) any illegal or unauthorized third party copyrighted work;
- (d) material which is otherwise subject to third party rights, unless you have the appropriate permission to use and publish such material;
- (e) impersonating another person;
- (f) advertisements or solicitors of business; or
- (g) personal information about another person and / or attempts to solicit personal information from anyone.

5.2 We respect the rights of others and expect you to do the same. You need help us to keep our websites secure, which includes the following obligations:

- (a) You do not knowingly interfere with anyone else's use or enjoyment of the Websites or the personal computer equipment by others.
- (b) You may not post or create a username / screen name that contains prohibited content or is fraudulent, confusing, abusive, threatening, abusive, or otherwise illegal;
- (c) Post any content that violates or infringes the rights of others (such as intellectual property rights) or otherwise violates the law;.
- (d) You may not post unauthorized commercial communications on the websites, nor use (or permit others to use) the Content you submit to the websites (including your own) for any commercial purpose.

5.3 In our absolute discretion, we may consider any content that is not listed in Section 5.1. to be Prohibited Content. We may edit, move or delete any content that you provide in the sole discretion (whether or not it is Prohibited Content).

5.4 We reserve the right to investigate and take appropriate action against anyone who we believe violates this paragraph 5, and in particular includes Prohibited Content in blog responses. Such action includes, but is not limited to, reporting Prohibited Content and your information to the appropriate law enforcement agencies and removing prohibited content from the blog or websites.

5.5 We reserve the right to suspend or terminate your access to the Blog and the Websites if, in our absolute discretion, we believe that you have infringed this paragraph 5.

6. STAYING SAFE & SECURE ONLINE

6.1 We recommend that you protect your devices when using our websites. We take reasonable steps to protect our websites from viruses and defects, but we cannot guarantee that your use will not damage the hardware, software or data associated with your computer.

7. INTELLECTUAL PROPERTY

7.1 Your use of our websites or your participation as a Blog reader does not grant you the right to access and download any information that we post to our websites and remains the intellectual property of us and our licensors.

7.2 These Terms do not permit the use of the intellectual property (including our name, trade name, brand or logo) of Wellis Hungary Plc.

8. PRODUCTS NOT INTENDED FOR RESALE

The products, services, prizes, coupons or vouchers we offer are not for resale. Any violation of this provision by the reader/contributor (as determined solely by us) may result in removal from the applicable Promotion or termination of the Blog / websites readership.

9. OUR LIABILITY

9.1 Websites are available as they are. We cannot promise that websites will be free from errors or omissions, and that they will be uninterrupted and fully functional, free from viruses or other harmful components. We do not guarantee that all or any features of the websites will work on any device.

9.2 Any content or other materials included in the websites do not, and are not intended to, amount to advice on which you should rely. Consequently, we do not accept any responsibility or liability for any actions or omissions that you may take in reliance on such content or materials.

9.3 By using the websites and participating in Promotions, you agree to release Wellis Hungary Plc. from any and all liability whatsoever arising in any way from your use, misuse or inability to use the websites.

9.4 Please read this section carefully because it limits the liability of Wellis Hungary Plc, related companies, officers, directors, employees, agents, representatives, partners, and licensors. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

9.5 We will not be liable to you for:

- (a) Any loss of income, business or profits, or goodwill;
- (b) Any loss or damage which was not caused by our breach of these terms or breach of our legal duty of care;
- (c) Any loss or damage which was not a reasonably foreseeable result of either our breach of these Terms or breach of our legal duty of care. Loss or damage is "reasonably foreseeable" if prior to you accessing this site such loss was either (i) contemplated by you and by us, or (ii) you notified us that the loss may occur if we breached these terms of use or our legal duty of care; or
- (d) Any loss or damage suffered by you as a result of you failing to take reasonable precautions against such loss or damage, such as through installation of anti-virus software.

9.6 Nothing in these Terms excludes or limits our liability for fraud, death or personal injury caused by our negligence or any liability which may not be excluded or limited under any applicable law.

10. YOUR RESPONSIBILITY DURING A CLAIM

You agree to cooperate with and assist us in defending any claim arising out of violation of these Terms by any third party and permit us to deal with any such claim.

11. CHANGES TO THESE TERMS

Sometimes we might need to change these Terms. If we do, then we will let you know by posting a notice on our websites. If you don't agree with the changes, then please do not visit or use the websites again (see paragraph 15 "Termination" for how to terminate your participation as a subscriber/reader). By continuing to use our site following changes to these Terms you indicate your consent to the modified terms of use. Please note that your consent to these Terms and your indication that you have read our [Privacy Policy](#) is key to your readership / subscription of the Blog and websites – without this, you cannot be a reader of the Blog / websites.

12. CHANGES TO THE BLOG

From time to time, we may change, add or withdraw Promotions, the content of our websites, or other aspects of our Blog. We reserve the right to do so without any liability whatsoever.

13. INTERNATIONAL USE

You are welcome to read or comment on the Blog / Websites from outside of the United Kingdom. However, our Promotions are available for residents in the United Kingdom only unless otherwise stated in the Terms & Conditions of the relevant Promotion. If you do choose to access the websites from other countries, you do so on your own initiative and are responsible for compliance with local laws.

14. ELIGIBILITY

14.1 It is free to subscribe to the Blog but you must be 16 years of age or over. By subscribing to the Blog, you confirm you are 16 years of age or older.

14.2 We have the right to determine which readers are eligible to participate in the Blog and any of the Promotions we offer. We can also remove a reader from the Blog or a Promotion at any time for any reason.

14.3 Only one subscription per person for the Blog is allowed and you may not authorise others to participate in Promotions on your behalf except as expressly permitted by us in relation to particular activities. See more on Sales Promotion

15. TERMINATION

15.1 You may terminate your participation as a reader of the blog at any time, for any reason, by sending an email to contact@wellisuk.co.uk. We may terminate you as a reader for any reason, at any time.

15.2 If you unsubscribe your Blog readership, you will be unable to comment on the Blog and you will no longer receive emails or other correspondence from us in relation to the Blog. In addition, you will lose any incentive or reward when you quit.

15.3 Our agreement with you under these Terms is in full force and effect while you visit the websites and/or are a reader/subscriber of the Blog and continues to be so even after your participation ends or is terminated.

16. GENERAL

16.1 Except as set out in paragraph 16.2, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

16.2 A company in the same group as Wellis Limited may enforce these Terms as if it were a party to them.

16.3 If we decide not to exercise or enforce a right that we have against you (e.g. as a result of you breaching these Terms), this does not prevent us from doing so at a later date.

16.4 If any provision of these Terms is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable then that invalid or unenforceable part will be deemed deleted from these Terms, such

invalidity or unenforceability will not affect the other provisions of these Terms and they will remain in full force and effect.

17. APPLICABLE LAW AND DISPUTES

These Terms shall be governed by and construed in accordance with the laws of England and any disputes will be decided only by the English courts. Any dispute arising in connection with these Terms is subject to the exclusive jurisdiction of the courts of England and Wales.

18. REPORTING ABUSE

Any reader of the Blog / Websites can send us an email to contact@wellisuk.co.uk to report an abusive comment or action.

19. QUERIES

You can contact us by email at contact@wellisuk.co.uk if you have queries about these Terms regarding the Wellis blog or Websites.

Promotional Terms & Conditions

SALES PROMOTIONAL EVENTS

These Terms are between you and Wellis Hungary Plc. trading as Wellis at www.wellis.com / www.wellisblog.com / www.wellisparts.com and on social media in Facebook and Instagram ("our websites") and sets out your and our respective rights and obligations relating to our Sale Promotional Events ("Promotions").

These Terms should be read in conjunction with our [Privacy Policy](#), Terms & Conditions and all other applicable terms, conditions, limitations and requirements our websites are governed by. By choosing to submit an order through our Promotions, you accept these terms, conditions, limitations and requirements. Please read these Terms carefully before ordering through our Promotions.

1. During our Promotions you can purchase a selection of our products (specified at the time) at a discount price which is lower than their regular sale price.
2. During our Promotion you may also receive package prices with items included free of charge.
3. The content of the free of charge packages could be all or either of the followings: Spa cover, Easy Cover Lifter, WelliStep, Water softener prefilter, Antibacterial filter 2pcs, Wellis Crystal chemical package, Spa Wand, Delivery and Installation.

4. All our hot tubs/ or other products on Promotion are coming with the standard 10-year extended warranty for shell structure and a 3 years warranty for engineering parts.
5. Wellis Hungary Plc. reserves the right to change the Promotions' benefits, including the discount amounts and eligibility to determine discount amounts at any time.
6. Promotion is not to be used in conjunction with any other offer or promotion.
7. Promotion is open to UK residents aged 18 years and over.
8. Sale Promotions are usually valid within a specified time period or until stock last and could be extended further.

ONLINE PRIZE COMPETITIONS AND GIVE-AWAYS

These Terms are between you and Wellis Hungary Plc. (Wellis) trading as Wellis at www.wellis.com, www.wellisparts.com, www.wellisblog.com and on social media (Facebook and Instagram) ("our websites") and sets out your and our respective rights and obligations relating to our Prize Competitions and Give-aways Online ("Competitions").

These Terms should be read in conjunction with our [Privacy Policy](#), Terms & Conditions and all other applicable terms, conditions, limitations and requirements our websites are governed by. By choosing to participate in our Competitions, you accept these terms, conditions, limitations and requirements. Please read these Terms carefully before taking part in our Competitions.

1. Wellis reserves the right to run Competitions online time to time.
2. Wellis reserves the right to decide the winning prize and its value.
3. The Competition prize is non-refundable or transferable and no cash or voucher alternative is available.
4. Promotion not to be used in conjunction with any other offer or promotion.
5. Competition is open to UK residents aged 18 years and over.
6. Competition entries that are incomplete, answered incorrectly or out of the valid competition period will not be accepted.
7. Entry excludes employees of Wellis, Wellis dealers, Cardinal Media Consulting Ltd., and members of their families, their agents, and anyone directly involved with this promotion.
8. All stock subject to availability.
9. Wellis reserves the right to choose the winner(s) at random and/or any other ways specified in the Competition and the winner(s) must hold a UK postal address. At random winner(s) selection Wellis will award prizes in accordance with the laws of chance, consistent with the requirements of Promotional Marketing Rule 8.24 of the CAP Code using radomdraws.co.uk.

10. Winner(s) consent to supply their details to Wellis for fulfilment purposes.
11. Wellis will not accept responsibility if the item(s) cannot be delivered due to insufficient access.
12. No purchase necessary for Competition entries.
13. One entry per household and no bulk or third-party entries are permitted.
14. The winner(s) will be contacted by a Wellis representative.
15. For competitions that appear on our websites, the winner(s) will be drawn from all correct entries from any entry routes.
16. Delivery of the prize item(s) will be within 20 working days in a prearranged 3-hour window.
17. Wellis do not accept any responsibility for late or lost entries due to the internet. Proof of sending is not proof of receipt.
18. All costs are covered by Wellis for the winning prize(s) and its delivery / installation.
19. Wellis reserves the right to change the online competition benefits, including prize and its value at any time.
20. In accordance with our [Privacy Policy](#) and GDPR, Wellis will never share entrant data to any third party without direct permission. With the exception of competition winners (for the sake of fulfilment), all personal data from competition entrants that don't explicitly consent to their data being shared will be deleted upon the completion of the competition. If a competition entrant decides they would like their information deleted before the closure of a competition they have entered, they can send their request to contact@wellisuk.co.uk.

These Terms & Conditions was last updated on the 20 November 2019.