

Terms and Conditions of Website use

Please read this document carefully as Sony intends to rely on these Terms. It contains important information about your rights and obligations and your access to and use of this website and/or the Services as well as liability limitations that may apply to you.

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1. OPERATOR OF WEBSITE AND DEFINITIONS

This website is operated by or on behalf of Sony United Kingdom a division of Sony Europe Limited with its registered office at The Heights, Brooklands, Weybridge, Surrey, KT13 0XW, registered number: 2422874 ("Sony") and VAT number GB636110080.

If you have any concerns about material which appears on our site or wish to correspond with us in relation to this website, please contact us using the following address: Sony Customer Information Centre, Sony UK, Jays Close, Basingstoke, RG22 4SB or by using the 'Contact Us' section of the website.

In these Terms:

"Product Services" means any chargeable or free services available from a Seller through this website, including, for example, packaging or delivery services;

"Products" means the Sony products listed for sale by Sellers on this website;

"Sellers" means Sony or the authorised dealers of the Products who sell Products and Product Services on the website;

"Services" means any functions, facilities, applications, information or other services available through this website (including, where applicable, ISP (internet service provider and/or internet access) services);

"Sony Affiliates" means Sony Corporation, Tokyo, Japan and any entity which directly or indirectly owns or controls or is directly or indirectly owned or controlled by or in common ownership or control with Sony Corporation to the extent of holding more than 50% of the shares or stock having the power to vote at a general meeting or equivalent;

"Terms" means these terms and conditions.

"User" or "you" means any person who accesses or uses this site, with or without Sony's authorisation and whether or not you are registered to use this or part of this site or a member or registered User of a Service offered through this site.

"This website" or "site" means the website www.sony.co.uk (home page and underlying webpages) or other collection of information and/or applications operated by Sony and available for access via physically linked or wireless networks (including the internet and networks accessible using wireless application protocol or similar (wap) technology) through access devices such as PCs, laptop computers, mobile telephones, PDAs, digital cameras, televisions or other network-enabled devices, on which these Terms are posted or which is expressly referred to in connection with User being requested to agree to these Terms. Any reference to this website or site includes a reference to any related wap site. Certain other terms are defined in the text below.

2. ACCESS AND USE OF THIS SITE

By accessing, browsing or downloading any part of this site or its content, or posting or uploading to this site, or any other use of this site and its content, whether as a registered User or an unregistered visitor, you agree to comply with these Terms (which form a contract between you and Sony) and all relevant applicable laws. If your access to this site, or to any part of it, or to any Services is subject to the payment of a subscription fee, Sony may deny or suspend access in the event of late or non-payment of any fee due. If you do not agree to these Terms, please refrain from using this site.

You are responsible for obtaining the relevant hardware and software equipment and paying all telephone (or other network) charges necessary to access and use this site and the Services.

Access to this site or to the Services may be limited to a maximum number of times and/or duration in a given period of time. This site or certain parts of this site may contain adult or mature content. To access and view such content, you must be (and you represent that you are) at least 18 years old. If you permit children to access and view this site, you are responsible for supervising such access and determining which content or Services may be appropriate for children and which may not. Note that through this site or certain parts of the site it may be possible for children to make available publicly personal information relating to themselves.

You agree not to access this site by any means other than through the interface that is provided by Sony for use in accessing the site.

3. OTHER TERMS, RULES, ETC.

These Terms are in addition to any terms that may apply to Users under a distribution, licence or sale agreement or terms, or other applicable agreements and terms. In particular, please note that sales of the Products and Products Services are subject to separate terms of sale (see Clause 18 for further information). Where this site or part of this site contains rules, guidelines, codes of conduct, further terms or other directions to Users, Users agree also to comply with such rules, guidelines, codes of conduct, terms and directions.

By utilising any maps provided by Google, you agree to be bound by Google's Terms of Use which are available at www.google.com as may be updated from time to time.

If you do not agree to any of these Terms (or any such other rules, guidelines, codes of conduct, terms and directions), please refrain from using this site.

By utilising any books or other content provided by Google, you agree to be bound by Google's Terms of Use which are available at www.google.com as may be updated from time to time.

4. SUBSCRIPTION OR CHARGE BASED CONTENT AND/OR SERVICES

Some or all Site content and/or Services available on or via this site may be available conditioned on your purchase of a subscription or payment of a one-off charge.

If you elect for subscription-based content/Services and send Sony a subscription application, you represent and warrant that you are at least 18 years old, that all information that you submit is true and accurate (including without limitation your credit card number and expiration date), and you agree to pay all applicable subscription fees you incur plus all applicable taxes.

You may cancel your subscription to any fee-based content and/or services by contacting Sony (subject to any applicable minimum notice or initial contract period and to any applicable

terms regarding availability/unavailability of refunds for unused periods).

Except where expressly provided in other applicable terms, where subscription fees, access charges or other fees including one-off charges are charged in respect of Services or access to, or download of content from, this site (Fees), Fees shall be payable by Users in advance at the time, by the means of payment and at the rates stipulated by Sony.

Where charged, Fees are subject to change at any time. Sony will make commercially reasonable efforts to inform Users who subscribe for Fee-based content and/or Services of any such changes in advance.

Where User elects via or in connection with this site to download or receive content for which Fees are payable (such as, without limitation, certain mobile phone ringtones, screen savers, background wallpaper designs or games), User represents and warrants that his or her access/receiving device supports such download/receipt and that it is compatible with the format of the requested content. After download/sending of such content (1) Fees paid in advance shall not be refunded, and (2) subject to any express limitations, you may save the content on the destination device for which it was intended but you are strictly prohibited from saving it elsewhere, editing or modifying it, copying, distributing or forwarding it to third parties or allowing third parties to access it.

The provisions of these Terms relating to Site content (as defined below) shall also apply to any such sent/downloaded content.

5. USER REGISTRATION AND LOGGING ON / OFF

To post, upload or download materials, communicate via and to access this site, Services, resources and certain or all site content (defined below), User may be asked to provide registration details and log on. It is a condition of use of this site, Services and site content that all registration details User provides are and will remain true, correct, current and complete.

You agree to notify Sony immediately of any changes which are relevant to your registration. Notification should be made to the address or e-mail address for Sony given on this site or in these Terms above.

If Sony reasonably believes the details are not correct, current, or complete, or if Sony otherwise reasonably believes such action would be appropriate (including where it suspects the registration of multiple accounts/User profiles by the same individual), it has the right to refuse User's access to the site, and/or any of its resources, Services and site content, and to terminate or suspend User's account (if any).

Where you log on in order to gain access to this site or a part of this site, where Sony provides a 'log-off', 'exit' (or similar) option, you undertake to log off and exit from your account at the end of your session. Sony reserves the right to log off logged on Users whose accounts are inactive for an extended period of time. If one of the Services you access via this site is access to the internet itself (e.g. ISP Service), when you are connected, in order to preserve quality of service for our users as a whole Sony reserves the right (1) to disconnect you from the Service if your connection to the Service is idle or in any event after 15 minutes or such other time limit as we choose in our reasonable discretion, and/or (2) to limit the total number of Users connected to the Service at any one time and/or the length of time for which a User may be connected in one session.

6. PASSWORDS AND ACCOUNT DETAILS

User is responsible for maintaining the confidentiality of his or her password, account number, ID and other details (if any) and for all activities under User's account. Any unauthorised use of User's account or other breach of security should be reported to Sony immediately. Your registration and/or subscription is personal to you and you may not disclose or make available your account name, ID or password to others. Any disclosure by you of your account name and password may result in termination of your registration and/or subscription and, where you register for fee/subscription-based content/Services, such termination shall be without refund and may be subject to additional charges based on unauthorised use.

7. CHANGES TO SITE AND THESE TERMS

The Sellers and/or third party providers may make improvements and/or changes in support, Products, Product Services, or other Services or site content at any time with or without notice. If the need arises, we may suspend access to the site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

Sony may amend these Terms at any time. Sony shall provide reasonable notice of changes to these Terms by displaying notices on this site or through other communication means. Users who access this site after changes have been posted on the site or otherwise communicated, shall be bound by such changes from the date that is set out in such notices or otherwise communicated. Frequent review of this site and these Terms is therefore recommended. If you do not agree to any amendment, please refrain from using this site.

8. PERMITTED AND PROHIBITED USE OF THIS SITE

Access to, and use of this site, including viewing, downloading, reproducing, displaying,

posting and publishing: - data, graphics, images, photographs, designs, descriptions, information, and text - video, audio, music, and sound compilations - utilities, software (including applets and any software made available to Users in connection with, or to facilitate access to, any subscription or restricted access area or Service associated with this site) and software compilations, drivers and other Utilities (defined below) – the contents of any e-mail newsletter or similar communication sent by or on behalf of Sony in relation to this site and/or User's registration or subscription - and other content on this site which has been originated and provided directly by Sony, Sony Affiliates, or its product, support and service providers (together, site content), is prohibited unless specifically permitted in these Terms. This applies to use by any means, including electronic, mechanical, photocopying, recording, creation of derivative works or otherwise.

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User shall not use this site or the Services in a way that breaches these Terms (or their spirit) or any applicable law or regulations (including those relating to the use of public communications networks) or that causes or is likely to cause any damage, interruption or impairment of this site or the Services. User may not attempt to gain unauthorised access to any part of this site, other User accounts or any computer systems or networks connected to this site, whether through hacking, password mining or any other means. User may not collect or attempt to collect personal information relating to others through this site.

9. COPYRIGHT - OWNERSHIP OF SITE CONTENT

Sony does not transfer title to (i.e. ownership of) any site content downloaded or used by User. Site content, including its selection and arrangement, is owned by Sony or Sony Affiliates and/or their content and technology providers and is protected by copyright and other laws. Limited permission to use site content (for the purposes stated in the preceding section) is specifically conditioned on User's recognition, observance and retention of all copyright, trade mark and other proprietary notices in site content, and all proprietary and other intellectual property rights of Sony or Sony Affiliates and/or content and technology providers, in site content. User shall not have any ownership rights in any e-mail address, URL or other personal identifier that may be allocated to, or chosen by, him or her for the purposes of any Services, Products or Product Services available through this site and User's limited rights to use such identifier/address shall continue only for so long as User's registration/User account remains valid for access to this site or the relevant Service. After termination of such validity by Sony for any reason, Sony shall be free to use and/or allocate to other Users any such identifier/address.

Any unauthorised use or copying of site content, or use of site content which breaches these Terms (or their spirit) may violate trade mark, copyright and other proprietary rights, and have civil and criminal consequences. Users shall not use any site content (or any other content made available through this site) in any manner that infringes any trade mark, copyright or other proprietary rights. Sony reserves all rights with respect to such unauthorised use or breach of these Terms.

10. TRADE MARKS

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Any use of Sony Marks or permutations thereof (except as expressly authorised by Sony in writing) is strictly prohibited.

Other product and company names mentioned in this site may be the trade marks of their respective owners.

11. USER CONTENT - UPLOADED OR PROVIDED INFORMATION/MATERIAL

In these Terms, User content is information or other content, which is or may be provided to Sony or inputted or uploaded by User via this site or related means, including (without limitation) pictures, video and other images, audio materials, graphics, document or data files, information relating to natural and other persons, messages, e-mail and other communications, files, texts, opinions, personalisation settings and other information.

By uploading User content to this site or sending or making available User content to other Users or Sony and Sony Affiliates, pursuant to or by reason of site, Services or site content use or otherwise, User automatically grants (or warrants that the owner of such User content expressly granted) Sony, Sony Affiliates and their designees a perpetual, royalty-free, irrevocable, and non-exclusive right and license to use (including commercial use and exploitation), copy, sub-licence, reproduce, modify, adapt, publish, translate, publicly perform, display and distribute User content (including any ideas, concepts, know-how or techniques contained therein), and create derivative works from and incorporate User content (or any part thereof) into any form, medium, or technology now known or later developed throughout the world. In addition, User warrants that it has the rights necessary to grant such licence and that all so-called "moral rights" in any User content have been waived. All User content will be considered non-confidential, not subject to any use restrictions and no User content will be subject to any obligation of confidence on Sony's part.

However, this section does not apply to any personal information submitted to Sony by a User which identifies him or her. This will be processed only as provided in Clause 22.

12. PROHIBITED AND RESTRICTED USER CONTENT

Inappropriate postings or communications

Sony prohibits the transmission, distribution, dissemination, uploading, posting, submission, sharing and storage on, via or through use of this site (together, **uploading**) of User content which it considers (in its sole discretion) to be inappropriate or distasteful.

Such inappropriate or distasteful User content includes (without limitation) communications with - pornographic, profane, sexist, homophobic, defamatory, deceptive, vulgar, obscene or offensive content - ethnic, racist or religious slurs or derogatory epithets - advocacy of violence, hate or unlawful activity - depictions of child abuse, child pornography or sexually suggestive poses - advertisements, surveys and contests - price-sensitive information relating to publicly listed securities - and material that could give rise to any civil or criminal liability under any laws.

Sony prohibits the uploading or use of site content or transmission of User content with a primary or secondary purpose or effect - to sell, distribute or promote firearms, weapons or controlled substances, make-money-fast schemes, pyramid or chain letters, fraudulent or otherwise criminal offers - to register another email address other than your own - to distort auctions or other markets (including publicly quoted securities markets) - to threaten or harass others - to disrupt discussions or to create a false identity for the purpose of misleading others - to convey sexual requests from, for or to a minor - to make racial slurs or comments - to impersonate any person or misrepresent your affiliation with any person or entity.

User shall not advertise or offer to sell or buy any goods or services for any business purpose, unless the relevant Forum or Service specifically permits this.

Sony reserves the right (but does not accept any obligation), subject to applicable laws, to delete or restrict Users' access to relevant site content and/or User content and/or to pass relevant User content and/or information relating to User (including personal information) to any appropriate authority where User content is uploaded in breach or suspected breach of any of these Terms (or their spirit or other applicable rules or terms) or any applicable law or regulations, without any requirement for any claim or complaint to be formally commenced or proved.

Materials protected by copyright and other intellectual property rights

Sony prohibits the uploading of content that contains music, software, images (still or moving), literary or artistic works or other material protected by intellectual property laws (or that may infringe others' intellectual property rights), unless the User owns or controls the exclusive rights thereto or has received all required consents (which the User warrants if such content is uploaded). Sony prohibits the uploading of actual or suspected copyrighted materials, the use of which is unauthorised, or counterfeit materials.

Personal Information

Except for personal information of a User submitted by that User for registration and/or account opening purposes or (if applicable) personal information relating to other natural persons known to a User for inclusion in that User's online address book, Sony prohibits the uploading of any User content which discloses personal or private information concerning any individual or entity, including telephone number(s), e-mail or physical addresses, User account numbers, passwords and financial information.

Where personal information relating to, or images of, another natural person are uploaded by a User for inclusion in that User's online address book, photo album (or for any other purpose), the User warrants that such person (the data subject) has given his or her consent to such submission and to the data processing that this involves and any other usage of such User content contemplated by these Terms or on this site.

'Spam' and upload of destructive materials

All forms of 'spam' or junk e-mail, including uploading or sending multiple unsolicited

submissions to different discussion groups, mailing lists, and all activities that facilitate spam, are prohibited on or via this site. By way of liquidated damages, you agree to pay Sony five (5) pounds sterling (£5) for each item of 'spam' sent through your User account in breach of these Terms.

Sony prohibits the uploading of computer programs, files and other materials that contain destructive or disruptive features such as viruses, corrupted files, 'hidden' files (such as image files with audio files embedded), worms, trojan horses, or bots for the use of scrolling, showing multiple screens, and other activities that can be disruptive to website integrity or functioning or online communication generally.

13. REVIEW OF USER CONTENT BY SONY

Through this site, Sony merely offers a 'venue' for Users to access certain specified services, Utilities and/or information. Sony cannot and does not undertake to screen, review, edit, censor or otherwise filter or control User content or the behaviour of Users of User content or site content.

However, Sony may, but shall not be obliged to, review, either by manual or automated means, all User content which is or may be uploaded on this site, and monitor or review any areas of this site where Users transmit or post communications or communicate with each other or Sony (as applicable) including without limitation chat rooms, news groups, bulletin boards, community pages, photograph albums, personal web pages or other use areas and forums ("Forums"), as applicable. Sony retains the right (but disclaims any obligation) to reject, not post, not use, remove, amend, deny access to and/or delete any User content, without notification, which it, in its sole discretion, considers to be inappropriate or distasteful or otherwise in breach of these Terms (or their spirit) and without any requirement for any complaint or claim in respect of the relevant User content to be formally commenced or proved. Sony retains the right (but is under no obligation) to co-operate with any law enforcement authorities or in response to court and other official requests directing that Sony disclose the identity of anyone posting User content.

14. NO LIABILITY – USER CONTENT AND SITE USE

The materials, information and opinions (which may include User content) included and/or expressed in or on Forums (or via any other means of accessing User content) are not necessarily those of (or endorsed by) Sony, other Sellers, Sony Affiliates or related entities. All User content should be considered expressions of opinion only and not statements of fact. Sony, the other Sellers, Sony Affiliates and any related entities disclaim all liability and responsibility arising from any reliance placed on such materials, information or opinions by any User or by anyone who may be informed of their contents.

Any User content and/or Services you obtain or use, or convey through site use, including use of any Forums, will be at your own discretion and risk and are subject to the disclaimers and liability limitations in these Terms. The security of this site and User content cannot be guaranteed.

You understand that whenever you release personal or other information online - for example, via message boards or chat rooms and other Forums - that information can be collected and used by people you do not know. While Sony makes all reasonable commercial efforts to protect your personal information and privacy, it cannot guarantee the security of any information you disclose online. You make such disclosures at your own risk. Except in relation to personal information submitted by a User for the purposes of registration or opening or updating that User's account (in relation to which Sony makes all reasonable commercial efforts to protect your privacy), Sony and the other Sellers shall not be liable in respect of (and disclaim all liability in relation to) User content submitted to an area of the site designated as (or expected to be) a private, personal or limited access area of the site which becomes available to persons other than the User who submitted the User content. Similarly, Sony and the other Sellers shall not be liable in respect of (and disclaim all liability in relation to) any non-availability of User content submitted to an area of the site designated as a public area of the site or other Forums where Users other than the User who submitted the User content may gain access to such content.

Neither Sony nor the other Sellers are under any obligation to become involved in any dispute that you have with other Users or in any incident that you are party to with other Users, or that are affected by or otherwise related to this site.

Sony and the other Sellers disclaim all liability relating to any User content, including any error, virus, defamation, libel, obscenity or inaccuracy contained in any User content, whether or not arising under the laws of copyright, libel, privacy or otherwise, any prohibited User content and any other User content.

Sony and the other Sellers disclaim all liability for unauthorised use (by other Users) of User content, and disclaim (without limitation) all liability for use of User content which breaches any copyright, trade mark rights or other intellectual property rights of any other User or person.

User is solely responsible for any damage (including to site content) resulting from use (or submission) of any User content or the site (including disputes and incidents described in the preceding sections) and related transactions or occurrences.

The limitations on and exclusions of liability in these Terms apply regardless of whether the liability is based on breach of contract, tort (including negligence or defamation), strict liability,

breach of warranties, or otherwise.

15. STORAGE AND LOSS OF USER CONTENT

Where Sony provides e-mail facilities, web hosting or other services via this site involving the provision of computer storage space, or in relation to other relevant Services, Sony reserves the right to impose and vary limits and/or restrictions (temporary or otherwise) on the use of the Service, including, without limitation, limits on the storage provided by reference to storage space (e.g. a maximum total limit and/or a maximum per file/e-mail size limit), time/age of files (e.g. e-mails older than 180 days), number and/or size of files (e.g., a maximum number of e-mails that may be sent from, stored within or received by your account), amount of data down- or uploaded or any other criteria Sony may specify. Without limiting the following paragraph, material which exceeds any such limit may be deleted or not accepted for such storage. Users may not on-sell any storage space offered through this site.

Sony shall not be liable for any loss, deletion, removal or failure of delivery to the intended recipient of User content uploaded to this site, whether caused by computer virus, unauthorised access or otherwise. Users are encouraged to retain a back-up copy of all User content and Users undertake that they shall do so in respect of all uploaded User content. Sony reserves the right to deny access to this site and delete User content at any time without notice.

16. NO WARRANTIES – SITE SERVICES AND SITE CONTENT

16.1 Subject to Clause 18, Sony warrants that it will provide the Services with reasonable care and skill and substantially as described in this Agreement. Sony does not make any other warranties about the Services or the site content.

16.2 Without limitation:

(a) Sony gives no warranty that site content is appropriate, available or permitted for use in all locations, that it is virus-free or as to its interoperability with any hardware, software or content or as to User's ability through this site to access or interact with any other service providers, networks, users, or informational or computing resources through the internet. Those who access this site and use site content and/or Services are responsible for compliance with all applicable law and regulations.

(b) Although Sony has attempted to verify the accuracy, reliability and currency of all site content (other than User content), Sony gives no warranty as to the accuracy of any statements in this site.

(c) Sony gives no warranty that functions or Services available through and other User interactions with the site will be constantly available, uninterrupted, secure or error-free, that defects will be corrected or that this site or the server that makes it available are free from viruses or other harmful components. Sony, the other Sellers and the Sony Affiliates assume no responsibility, and are not liable for, any damage to (or loss of data from), or viruses that may infect, your computer equipment or other property on account of your access to, or use of this site including downloading any images, software or other site content. If use of site content results in the need for servicing, repair or correction in equipment or data, User assumes all costs in that regard.

16.3 Sony is not liable to you (or any other parties) for:

(a) any loss of income, business or profits, or loss or corruption of or damage to data;

(b) any loss or damage which was not caused by Sony's breach of these Terms or Sony's breach of its legal duty of care;

(c) any loss or damage which was not a reasonably foreseeable result of either

Sony's breach of these Terms or Sony's breach of its legal duty of care. Loss or damage is "reasonably foreseeable" if prior to you accessing this site, either (i) such loss or damage was contemplated by the Sony and you, or (ii) you notified Sony that the loss or damage may occur if Sony breached these Terms or its legal duty of care;

(d) any loss or damage which occurs due to unauthorised access by a third party to your account as a result of a breach by you of these Terms.

16.4 Nothing in these Terms shall exclude or limit Sony's liability for (i) fraud; (ii) death or personal injury caused by Sony's negligence; or (iii) liability which may not be excluded or limited under any applicable law.

17. PRODUCTS AND ASSOCIATED SERVICES

You will be able to purchase Products and Product Services from Sellers through the website at prices determined by the Sellers. All such transactions shall be (and any rights and obligations shall arise) solely between you and the applicable Seller and governed by the Seller's terms and conditions of sale.

18. SOFTWARE DOWNLOADS AND ONLINE APPLICATIONS – RESTRICTIONS AND DISCLAIMERS

Any drivers, software, programs (including all upgrades and updates), browser plug-ins, peripherals and other applications, computer based services or utilities, any software made available to Users in connection with, or to facilitate access to, this site and all files and images, incorporated in or generated by software, programs and other materials available for download, or as a remote application or service, from the site content ("Utilities") are provided by way of support and service to Users. Title to (i.e. ownership of) Utilities (whether downloaded or not) is not transferred to Users and is owned (as to all intellectual property rights therein) by Sony, Sony Affiliates or the relevant licensors.

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Sony and Sony Affiliates do not (except as specifically stated in an applicable EULA, if at all) offer support or assistance in using, installing or maintaining any Utilities, or resolving issues or problems that may occur as a result of using or installing Utilities.

You acknowledge that the Utilities, and any accompanying documentation and/or technical information, may be subject to applicable export control laws and regulations. You agree not to export or re-export the Utilities, directly or indirectly, in breach of any such laws or regulations.

Applicable EULAs may impose additional warranty and liability exclusions or limitations on Utilities.

The downloading of any Utility constitutes acceptance of these Terms. If you do not agree with these Terms, you may not download any Utility or accompanying online documentation.

19. COMPENSATION FOR BREACH

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24. MISCELLANEOUS

If any provision of these Terms is held to be unenforceable, the unenforceable provision shall be deemed to be replaced by a valid, enforceable provision that most closely matches the intent of the original provision. This shall not affect the validity or enforceability of the remaining provisions.

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