

Terms of use

Access to and use of this site ('XMAS Films Ltd') is provided by the XMAS Films Ltd subject to the following terms:

1.

By using XMAS Films Ltd you agree to be legally bound by these terms, which shall take effect immediately on your first use of XMAS Films Ltd. If you do not agree to be legally bound by all the following terms please do not access and/or use XMAS Films Ltd.

2.

The XMAS Films Ltd may change these terms at any time by posting changes online. Please review these terms regularly to ensure you are aware of any changes made by the XMAS Films Ltd. Your continued use of XMAS Films Ltd after changes are posted means you agree to be legally bound by these terms as updated and/or amended.

Use of XMAS Films Ltd

1.

You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use XMAS Films Ltd content in any way except for your own personal, non-commercial use. You also agree not to adapt, alter or create a derivative work from any XMAS Films Ltd content except for your own personal, non-commercial use. Any other use of XMAS Films Ltd content requires the prior written permission of the XMAS Films Ltd.

2.

You agree to use XMAS Films Ltd only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of XMAS Films Ltd. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within XMAS Films Ltd.

Disclaimers and Limitation of Liability

1.

XMAS Films Ltd content, including the information, names, images, pictures, logos and icons regarding or relating to the XMAS Films Ltd and/or XMAS Films Worldwide Limited, its products and services (or to third party products and services), is provided "AS IS" and on an "IS AVAILABLE" basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

2.

Under no circumstances will the XMAS Films Ltd and/or XMAS Films Worldwide Limited be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of XMAS Films Ltd regardless of the form of action.

3.

The XMAS Films Ltd does not warrant that functions contained in XMAS Films Ltd content will be uninterrupted or error free, that defects will be corrected, or that XMAS Films Ltd or the server that makes it available are free of viruses or bugs.

Intellectual Property

1.

The names, images and logos identifying the XMAS Films Ltd or third parties and their products and services are subject to copyright, design rights and trade marks of the XMAS Films Ltd, XMAS Films Worldwide Limited and/or third parties. Nothing contained in these terms shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, design right or copyright of the XMAS Films Ltd, XMAS Films Worldwide Limited, or any other third party.

Contributions to XMAS Films Ltd

1.

Where you are invited to submit any contribution to XMAS Films Ltd (including any text, photographs, graphics, video or audio) you agree, by submitting your contribution, to grant the XMAS Films Ltd a perpetual, royalty-free, non-exclusive, sub-licenseable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in the XMAS Films Ltd's Privacy Policy. If you do not want to grant to the XMAS Films Ltd the rights set out above, please do not submit your contribution to XMAS Films Ltd.

1.

Further to paragraph 9, by submitting your contribution to XMAS Films Ltd, you:

*

10.1 warrant that your contribution;

*

10.1.1 is your own original work and that you have the right to make it available to the XMAS Films Ltd for all the purposes specified above;

*

10.1.2 is not defamatory; and

*

10.1.3 does not infringe any law; and

*

10.2 indemnify the XMAS Films Ltd against all legal fees, damages and other expenses that may be incurred by the XMAS Films Ltd as a result of your breach of the above warranty; and

*

10.3 waive any moral rights in your contribution for the purposes of its submission to and publication on XMAS Films Ltd and the purposes specified above.

XMAS Films Ltd Community Rules

1.

You agree to use XMAS Films Ltd Communities (including Message Boards) in accordance with the following Community Rules. These apply across all XMAS Films Ltd community sites and services. You should, however, read the local house rules of the particular site or service you're using, as there may be some local variations to these Community Rules.

House Rules

Member Names will be failed if they...

*

Contain website or email addresses

*

Contain contact information ie phone numbers, postcodes etc

*

Appear to impersonate someone else

*

Contain swear words or are otherwise objectionable

We reserve the right to fail messages which

*

Are considered likely to disrupt, provoke, attack or offend others

*

Are racist, sexist, homophobic, sexually explicit, abusive or otherwise objectionable

*

Contain swear words or other language likely to offend

*

Break the law or condone or encourage unlawful activity. This includes breach of copyright, defamation and contempt of court.

*

Advertise products or services for profit or gain

*

Are seen to impersonate someone else

*

Include contact details such as phone numbers, postal or email addresses

*

Are written in anything other than English - Welsh and Gaelic may be used where marked

*

Contain links to other websites which break our Editorial Guidelines

*

Describe or encourage activities which could endanger the safety or well-being of others

*

Are considered to be 'spam?', that is posts containing the same, or similar, message posted multiple times

*

Are considered to be off-topic for the particular message board

The XMAS Films Ltd welcomes feedback, both positive and negative, about our programmes and services but please make sure your comments are in line with the above House Rules. Repeatedly posting personal or offensive comments about individual members of the public or people who work for the XMAS Films Ltd may be considered harassment. We reserve the right to remove such messages and take action against those responsible.

If you use multiple logins for the purpose of disrupting the community or annoying other users you may have action taken against your accounts.

Deliberate misuse of the complaints facility is not permitted. If you persist in doing this action may be taken against your account.

Safety:

We advise that you never reveal any personal information about yourself or anyone else (for example: telephone number, home address or email address), and please do not include postal addresses of any kind. If you have a helpful address to share, inform the host of the relevant Community area using the 'Contact Us' link, and they will promote it if they see fit.

About the law:

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You may not submit any defamatory or illegal material of any nature in XMAS Films Ltd Communities. This includes text, graphics, video, programs or audio.

*

Contributing material with the intention of committing or promoting an illegal act is strictly

prohibited.

*

You agree to only submit materials which are your own original work. You must not violate, plagiarise, or infringe the rights of third parties including copyright, trade mark, trade secrets, privacy, publicity, personal or proprietary rights.

*

The views expressed in XMAS Films Ltd Community areas are those of members of the public and are not necessarily those of the XMAS Films Ltd.

If you're under 16:

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Please get a parent's or guardian's permission before taking part in any XMAS Films Ltd discussion.

*

Never reveal any personal information about yourself or anyone else (for example, telephone number, home address or email address).

If you breach these Terms of Use:

If you fail to abide by these Community Rules (and/or any variations in the relevant local house rules) when taking part in a XMAS Films Ltd Community service, you will be sent an e-mail which informs you why your contribution has been failed or edited. This mail will also include a warning that continuing to break the rules may result in action being taken against your account or accounts.

This action may include your relevant account or accounts being placed into pre-moderation or a temporary or permanent suspension of your ability to participate in any or all of XMAS Films Ltd Community areas.

If you post or send offensive or inappropriate content anywhere on or to XMAS Films Ltd Communities or otherwise engage in any disruptive behaviour on XMAS Films Ltd, and the XMAS Films Ltd considers such behaviour to be serious and/or repeated, the XMAS Films Ltd may use whatever information that is available to it about you to stop any further such infringements. This may include informing relevant third parties such as your employer, school or email provider about the infringement/s.

The XMAS Films Ltd reserves the right to delete any contribution, or take action against any account, at any time, for any reason.

General

1.

If there is any conflict between these terms and specific terms appearing elsewhere on XMAS Films Ltd (including local house rules) then the latter shall prevail.

2.

If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

3.

These terms shall be governed by and interpreted in accordance with the laws of England and Wales.

XMAS Films Ltd © 2008

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