

## **Terms and Conditions for 'Trusted By the Best'**

**By entering the 'Trusted by the Best' promotion you have agreed to be bound by the following terms and conditions:**

### **Who we are and how to contact us**

**Trusted By the Best is a promotion run by T&L Sugars Limited [Factory Road, London, E16 2EW] to promote business customers of Tate & Lyle. It is designed so that customers may use our platform and associated media services to amplify their marketing and audiences and allows us to showcase the range of different customers that thrive using our products. Content may be shared on our Tate & Lyle Sugars Instagram, and may also be added to the T&L Sugars Ltd Trusted By The Best webpage.**

**The relationship between T&L Sugars Ltd and customers who partake in Trusted by the Best promotion should be made clear by the use of #TrustedbytheBest and #ad ("Trusted by the Best", "we", "us", "our").**

**To contact us, please email [europemarketingteam@dsr-group.com](mailto:europemarketingteam@dsr-group.com) or write to us at Marketing Department, 10 Bedford Street, London, WC2E 9HE.**

### **How we choose which of 'The Best' to promote**

**This is entirely within our discretion.**

**The Trusted by the Best logo acts as an indication of customers to us. It does not provide any guarantee or assertion of safety or quality of product(s) itself or make any representations on behalf of the businesses listed therein.**

**We do not carry out any formal audit of proposals other than to confirm they are customers.**

**The Trusted by the Best participants agree not to enter into any contractual agreement to promote on social media any competitor of the T&L Sugars Ltd for the term of 3 months from the date of the promotion. If you are unsure whether an entity is a T&L Sugars Ltd Competitor, please ask us.**

**Participants in the Trusted by the Best promotion may be required to sign separate standard terms and conditions influencer agreements for T&L Sugars Ltd as either part of their involvement in the promotion or separately. This to be at the discretion of T&L Sugars Ltd and will take priority over these terms and conditions.**

### **Material used in 'Trusted by the Best' adverts**

**Participants agree to follow any reasonable guidelines for content creation provided by us, and as adapted from time to time.**

**Participants should comply with all applicable laws, statutes, regulations and codes, including guidance issued by the UK Advertising Standards Authority and the Competition and Market Authority's guidance on social media endorsements, as updated from time to time, and will not infringe the copyright or any other rights of any third party.**

**We are the owner or the licensee of all intellectual property rights in our Website, and social media pages, and in the material published on it. All such rights are reserved.**

The use of these materials by Trusted by the Best businesses is at our express consent, such consent can be removed at any time at our complete discretion, effective immediately.

Businesses, by proposing to be a part of a 'Trusted by the Best' campaign agree to all rights in promotional material produced for such a campaign to be the property of ourselves or for us to be the licensee with unlimited rights in perpetuity in the unrestricted use of such material.

#### **Verifiability**

Although we make reasonable efforts to update the information on our Trusted by the Best promotions, we make no representations, warranties or guarantees, whether express or implied, that the content on our website, social media channels or any linked website, is accurate, complete, error free or up to date.

#### **3<sup>rd</sup> Party Content**

Where our content contains links to other sites and resources provided by third parties, including businesses listed as 'Trusted by the Best', these links are provided for information only. Such links should not be interpreted as approved by us of those linked websites or any information, products or services that may be obtained from them.

We have no control over the content of third-party sites or resources, and accept no responsibility for them or for any loss or damage that may arise from the use of them.

#### **Disclaimer**

While we expect those appointed to our status of 'Trusted by the Best' to advertise their services and products truthfully, fairly and accurately, following regulation and best practice requirements, we take no liability for the content which is within the control of the Trusted by the Best business.

We disclaim all liability and responsibility arising from any reliance placed on materials provided by Trusted by the Best businesses, to the extent permitted by law.

We also disclaim all liability and responsibility for any loss or damage (including personal injury) suffered or incurred by any individual or business arising from any related matters whatsoever, to the extent permitted by law.

If you wish to complain about an advert posted promoting a Trusted by the Best business please contact us [europemarketingteam@asr-group.com](mailto:europemarketingteam@asr-group.com).

#### **Liability**

We will not be liable for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with (i) use of, or inability to use, our Website or promotion; or (ii) use of or reliance on any content displayed on our Website or via our promotion.

In particular, we will not be liable for: (i) loss of profit, sales business or revenue (whether direct or indirect); (ii) any indirect, economic or consequential loss of any kind (whether or not you have been advised of the

possibility of any such loss arising); (iii) loss of business opportunity; (iv) loss or damage to goodwill or reputation; (iv) loss or corruption of data; or (v) loss of anticipated savings.

We do not exclude or limit in any way our liability where it would be unlawful to do so.

#### **Disputes**

The Trusted by the Best logo acts as an indication of our customers. It does not provide any guarantee or assertion of safety or quality of product(s) itself or make any representations on behalf of the businesses listed therein.

It may allow consumers to access information on businesses and services but the Trusted by the Best promotion does not join us as a party to any contract for goods and services agreed between a Trusted by the Best business and a consumer.

#### **Changes Made**

We aim to regularly refresh our Trusted by the Best promotions, and may therefore change the content at any time. If the need arises, we may suspend access to our materials or close them indefinitely. Any of the material may be out of date at any given time, and we are under no obligation to update such material

Participants are required to inform us as promptly as reasonably practicable of any material developments or changes in their circumstances or activities which could reasonably be expected to adversely affect the use of the details or material provided for the Trusted by the Best promotion.

#### **Jurisdiction**

This is governed by the exclusive jurisdiction of the courts of England and Wales.

#### **Variations**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you.