

## 1. Terms of use

Your access to and use of [www.magudiner.com](http://www.magudiner.com) or [www.magudiner.co.uk](http://www.magudiner.co.uk) ("the Website") is subject to these terms and conditions. You must not use the Website for any purpose which is unlawful and/or not allowed by these terms and conditions. By using the Website, you are deemed to have read and accepted these terms and conditions and the practices referred to in this policy.

## 2. Ownership of the Website

The Website is owned and operated by Mac37 Ltd, Magu, 37 Moorland Road, Oldfield Park, Bath, BA2 3PN. You can contact us using the contact details set out in the

Contact Us section of this Website or by writing to Mac37 Ltd, Magu 37 Moorland Road, Oldfield Park, Bath, BA2 3PN.

## 3. Our liability

The information on the Website is intended to be useful and informative for customers, investors, potential investors, employees and potential employees of Mac37 Ltd. We will use reasonable care to ensure that information is accurate and up to date but cannot guarantee this. We will not be liable for any losses or damage that you may suffer as a result of relying on the information on this Website. The contents of the Website do not constitute an invitation to invest in shares of Mac37 Ltd.

We make no warranty that:

- the functionality of the Website will be uninterrupted or error free;
- defects will be corrected; or
- the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive. To the extent permitted by law, we will not be liable for any losses arising out of your use of the Website. This includes direct, indirect or consequential losses including loss of business, loss of profits and any loss of or damage to data.
- Nothing in these terms and conditions shall be construed as seeking to exclude our liability of Mac37 Ltd for death or personal injury caused by our negligence.

## 4. Links to other websites

There may be links to external websites on the Website. The links are placed there for your convenience, but we accept no liability for the content or accuracy of any of those sites. The inclusion of such a link does not indicate that we endorse that site.

## 5. Intellectual property rights

All copyright and other intellectual property rights in the Website and its content belong exclusively to us or our licensors. By accessing the Website, you agree that you will access the content for your personal non-commercial use only. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without our consent.

## 6. Data protection

We acknowledge our obligations under the Data Protection Act 1998 and related legislation. We will only use personal data collected via the Website in accordance with that Act and our privacy policy.

We will use our reasonable endeavours to ensure that any personal data is kept secure but due to the nature of the internet, we cannot accept any liability for those who intentionally attempt to gain unauthorised access to the Website (to the extent permitted by law).

## 7. General

Except as expressly provided in these terms and conditions, a person who is not a party to these terms and conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term. This does not affect any right or remedy of the third party which exists or is available apart from that Act.

These terms and conditions contain all the terms and conditions relating to your use of the Website. This acknowledgement shall not apply to any misrepresentations and/or breaches of warranty which constitute fraud.

If any term or provision in these terms and conditions shall be held to be illegal or unenforceable in whole or in part such term or provision shall be deemed not to form part of these terms and conditions. The validity and enforceability of the remainder shall not be affected.

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. You hereby irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.

### **Privacy Policy**

For the purpose of the Data Protection Act 1998 (the **Act**), the data controller is Mac37 Ltd, Magu 37 Moorland Road, Oldfield Park, Bath, BA2 3PN.

#### INFORMATION WE MAY COLLECT FROM YOU

We may collect and process the following data about you:

#### INFORMATION YOU GIVE US.

You may give us information about you by filling in forms on our site [www.magudiner.com](http://www.magudiner.com) or [www.magudiner.co.uk](http://www.magudiner.co.uk) (**our sites**) or in store or by corresponding with us by phone, e-mail or otherwise. This includes information you provide when you register to use our site, subscribe to our service, search for a product, place (or pay for) an order on our site, in store or over the phone, participate in discussion boards or other social media functions (on our site or any platform operated by us or on our behalf), enter a competition, promotion or survey and when

you report a problem with our site. The information you give us may include your name, address, date of birth, e-mail address and phone number, financial and credit card information, personal description and photograph or any other category of information relevant to the experience you choose to have with us.

## **INFORMATION WE COLLECT ABOUT YOU**

About each of your visits to our site we may automatically collect the following information:

- technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- information about your visit, including the full Uniform Resource Locators (URL) of your journey to, through and from our site (including date and time); products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number; other technical information relating to your browser and device.

## **INFORMATION WE RECEIVE FROM OTHER SOURCES.**

We may receive information about you if you use any of the other websites we operate or the other services we provide. 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 may receive information about you from them.

## **POS TRANSACTION DATA COLLECTED FOR ANALYTICS PURPOSES ONLY.**

When you use a credit or debit payment card ("payment card") in one of our restaurants or via our site, certain guest Point-of-Sale ("POS") transaction data are gathered and may be transferred to and stored by us and a third party marketing data analytics company approved by us and acting under our direction for purposes of providing analytics to us, such as frequency of visits, etc. Additional demographic information, such as your gender and address, may be obtained from third party information services companies. This POS transaction data and any appended demographic information (collectively, "POS Transaction Data") may be used to deliver marketing that we think may be of interest to you. It is not used for personalized

promotional offers unless you opt-in to receive these types of communications (see below for more information about these types of offers).

### **OPT-IN TO RECEIVE PERSONALIZED PROMOTIONAL OFFERS BASED ON GUEST PROVIDED AND POS TRANSACTION DATA.**

You may be presented with opportunities to receive personalized promotional offers by SMS (text), email or regular mail from us, such as coupons for discounted meals, by signing up at various venues, including, but not limited to, online, in-store or other events, and by providing information, such as name, date of birth, and contact information, such as address, email address and mobile phone number (collectively, "Guest Provided Information"). You should not provide: your mobile phone number if you do not want to receive promotional offers by SMS (text); your email address if you do not want to receive promotional offers by email; or your address if you do not want to receive promotional offers by mail. Personalized promotional offers are based on inferences of the type of marketing that may be of interest to you. The Guest Provided Information that you have provided to us in order to receive personalized promotional offers may be combined with POS Transaction Data.

### **COOKIES**

Our website uses cookies 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 also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them see our Cookie Policy below.

### **USES MADE OF THE INFORMATION**

We use information held about you in the following ways:

#### **INFORMATION YOU GIVE TO US.**

We will use this information:

- to carry out our obligations arising from any contracts entered between you and us and to provide you with the information, products and services that you request from us;
- to provide you with information about other goods, products and services we offer that are like those that you have already purchased or enquired about;
- to provide you, or (if you have consented for us to do so) permit selected third parties to provide you, with information about goods, products or services we feel may interest

you. If you are an existing customer, we will only contact you by electronic means (email or SMS) with information about goods, products and services like those which were the subject of a previous sale or negotiations of a sale to you. If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this. If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data or advise us by using our contact details;

- to notify you about changes to our service;
- to ensure that content from our site is presented in the most effective manner for you and for your computer.

### **INFORMATION WE COLLECT ABOUT YOU.**

Examples of how we will use this information include (but are not limited to) the following:

- to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to improve our site to ensure that content is presented in the most effective manner for you and for your computer;
- to allow you to participate in interactive features of our service, when you choose to do so;
- as part of our efforts to keep our site safe and secure;
- to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;
- to make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.

### **INFORMATION WE RECEIVE FROM OTHER SOURCES.**

We may combine this information with information you give to us and information we collect about you. We may use this information and the combined information for the purposes set out above (depending on the types of information we receive).

### **DISCLOSURE OF YOUR INFORMATION**

We may share your personal information with any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

We may share your information with selected third parties including:

- Business partners, suppliers and sub-contractors for the performance of any contract we enter with them or you.
- Advertisers and advertising networks that require the data to select and serve relevant adverts to you and others. We do not disclose information about identifiable individuals to our advertisers, but we may provide them with aggregate information about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in BA2 postcode). We may make use of the personal data we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.
- Analytics and search engine providers that assist us in the improvement and optimization of our site.
- Credit reference agencies for the purpose of assessing your credit score where this is a condition of us entering into a contract with you.

## **WHERE WE STORE YOUR PERSONAL DATA**

The data that we collect from you may be transferred to, and stored at, a destination 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 (including data analysis for marketing purposes). Specifically, certain information will be transferred to and processed/stored on servers and by personnel located in the USA. 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.

Email Data is stored and collected with our website partner Mail Chimp (The Rocket Science Group) You can view the legal terms on the Mail Chimp website: <https://mailchimp.com/legal/>

Our online POS system and APPs data is collected and stored with our partner Preoday you can find and view the legal terms on the App and website or <https://www.preoday.com/>

Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

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 to our site; 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.

## **YOUR RIGHTS**

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us using our contact details.

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. 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 data to these websites.

## **ACCESS TO INFORMATION**

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

## **CHANGES TO OUR PRIVACY POLICY**

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

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