

AMAZON ADDENDUM: UK

Client Agreement

If you purchase Amazon Claim Codes or Gift Cards from us, you agree to comply with the terms and conditions set out below.

1. Definitions.

“Amazon Marks” means the trademarks, logos and related taglines, as described in the Brand Use Requirements, as well as any other mark or logo of Amazon or any of its Affiliates that Amazon provides to Company in writing or in the Brand Use Resource Center.

“Amazon Materials” means the General Terms, the Fulfilment Terms, the Amazon Marks, and all other user manuals, training materials, product descriptions, specifications, brochures, technical manuals, policies, requirements documents, supporting materials and other information provided or made available by Amazon to Company, regardless of format.

“Amazon Sites” means those websites located at <http://www.amazon.co.uk>, <http://www.javari.co.uk>, and certain other websites owned and operated by Amazon or its Affiliates, as specified by Amazon from time to time, including any successors or replacements thereto.

“Applicable Law” means all applicable laws, statutes, ordinances, rules, regulations, orders or determinations of any national or local governmental authority.

“Brand Use Requirements” means all requirements with respect to the display or other use of Amazon Marks set forth in the Brand Use Resource Center, as modified by Amazon from time to time in its sole discretion.

“Brand Use Resource Center” means the website page, as modified from time to time by Amazon in their sole discretion. The current version of the Brand Use Resource Center may be found at <https://s3-eu-west-1.amazonaws.com/ukburc/index.html>.

“Claim Code” means the unique identifier issued by Amazon for incorporation into a Gift Card that may be redeemed for a specified Redemption Value via the Amazon Sites subject to the General Terms.

“FBP Book” means any book that is subject to a valid “fixed book price” law or regulation establishing the price at which such book must be sold.

“Fulfilment Terms” means the Gift Card fulfilment terms to be provided by Company or Client, as applicable, to Recipients, the required form of which is set forth in the Brand Use Resource Center and may be modified by Amazon from time to time in its sole discretion.

“General Terms” means the full terms, conditions and restrictions applicable to Gift Cards in effect on the date of issuance of such Gift Cards, as modified by Amazon from time to time in its sole discretion. The current version of the General Terms (as of the Effective Date) may be found at <http://www.amazon.co.uk/gc-legal>.

“Gift Card” means an electronic or physical medium containing a Claim Code and a clear and conspicuous statement of the Fulfilment Terms, which may be redeemed at the Amazon Sites in accordance with the General Terms.

“Placements” means any advertising or promotional material created in connection with your advertising or distribution of the Claim Codes or Gift Cards.

“Recipient” means an individual who is a recipient of a Claim Code or Gift Card.

2. You must not resell any Claim Codes or Gift Cards.

3. You must not use the Claim Codes or Gift Cards in any unsolicited emails.

4. You must make the Fulfilment Terms available to Recipients via your website(s).

5. You must not use any of the Amazon Marks except in accordance with the Brand Use Requirements. You must promptly conform your use, display and distribution of the Amazon Materials to any changes to the Amazon Materials (or permissions to use the Amazon Materials) that Amazon or its Affiliates may make from time to time.

6. You must submit any Placement, Gift Cards or other related content prepared by you to us for review prior to using any such materials.

7. Your Placement must not contain any defamatory, libelous, threatening, hateful, discriminatory, or harassing material, or contains any pornographic, obscene, gratuitously violent, illegal or otherwise offensive or objectionable content, or including any such objectionable material or content in any Claim Code or Gift Card.

8. You must not misrepresent the Redemption value of any Claim Code or Gift Card in any Placement.

9. You agree that all goodwill arising out of your use of the Amazon Marks will inure to the sole benefit of Amazon or its Affiliates.

10. If you are a participant in any of the Amazon Sites’ Associates Programs, you may not purchase, redeem or direct Recipients to redeem Claim Codes or Gift Cards through that program.

11. You must not target communications of any kind to any Recipient on the basis that such Recipient is a user of the Amazon Sites or a recipient of a Claim Code or Gift Card.

12. You must promptly direct to us any inquiries or complaints you receive arising out of any distribution of Claim Codes or Gift Cards to Recipients. You and your customer service personnel must not make any representations on behalf of or concerning Amazon or any of its Affiliates.

13. We may disclosure information about you in order to fulfil our reporting obligations under our agreement with Amazon.

14. We disclaim, to the extent permitted by Applicable Law, all warranties and any liability by Amazon or its Affiliates for any damages, whether direct, indirect, incidental or consequential, arising from the sale, resale and distribution of any Gift Cards.

15. You agree that the Claim Codes are Amazon's Confidential Information and should be treated as such. In particular, you agree to keep confidential any information concerning this Addendum.

16. You agree to defend and indemnify Amazon and its Affiliates (and each of their respective employees, directors and representatives) from and against any and all Losses arising out of any Claim against Amazon, its Affiliates, or any of their respective employees, directors and representatives to the extent such Claim is based on (i) any failure by you to provide or disclose the General Terms as required by this Addendum, (ii) Your marketing, promotion and distribution of Gift Cards (except to the extent attributable to the Amazon Marks), (iii) any violations of Applicable Law by you or your employees or agents, and (iv) any violation by you of your obligations in this Addendum.

17. You agree that Amazon and its Affiliates are third party beneficiaries to this Addendum.

18. FBP Books. In the event that any Claim Codes or Gift Cards purchased by you pursuant are later redeemed towards the purchase of FBP Books sold on the Amazon Sites, you agree that upon our request, you will pay us an amount equal to any Discount applicable to the amounts of such Claim Codes or Gift Cards that are redeemed towards the purchase of such FBP Books, as determined by us.