



WHOOSH

## Whoosh Media - Terms & Conditions and Privacy Policy

### **Content Usage:**

While using the onboard entertainment portal you must follow our reasonable instructions and requirements in relation to how you use the service and content. Some examples of the things you mustn't do: Copy, rent, sell, reproduce, publish, republish, post, broadcast, frame, transmit the services or content (or any part of them), or make them available to the public, or authorise or assist anyone else to do so, except as permitted under the Copyright Designs and Patents Act 1988, as amended from time to time ("Act"). The exceptions in the Act are limited and you must make sure you are legally entitled to rely on one of them; Make any direct or indirect charge for watching or using any part of the services or content; Show any of the content or any part of the service in public to an audience, even if no direct or indirect charge is made; Access or use the services or content for any improper or unlawful purpose or allow anyone else to do so. Any attempt to interfere with the content or the media server is a criminal offence under the Computer Misuse Act 1990.

### **PROMOTIONAL OFFERS FROM US**

We may use your Technical, and Usage Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you. We do not use your personal data.

If you opt to receive a promotional email offer from a Third Party partner (but sent by us), by consenting to receive this, you will only receive an email that you requested plus one reminder email to the address that you specified. You will not receive any further communication from us or the Third Party unless you sign up to that offer, at which point it you adhere to the Terms and Conditions of the Third Party which are linked at the footer of the email. Personal information is not passed on to any Third Parties, and is nullified after 72 hours, and fully removed from the database once the promotion period has ended, or after 3 months, whichever is the sooner.



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### **Cookie Policy:**

A cookie is a small piece of information that is sent to your browser when you access a website. The use of cookies is now an industry standard, and you'll find them used on most major websites.

We do not use cookies to collect personal information about you. You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. We use the following cookies:

- **Analytical/performance cookies:** These allow us to recognise and count the number of visitors to our Website and monitor how visitors move around our Website when they are using it. This helps us to improve the way our Website works, for example, by ensuring that users easily find what they are looking for

### **Changes to the Terms and Conditions**

Whoosh Media reserves the right to changes these terms and conditions from time to time by placing a note of such change in this file. The User's continued use of the onboard entertainment following notice of such change shall be deemed to be the User's acceptance of any such change. It is the User's responsibility to check this file regularly to determine whether this Contract has been changed. If the User does not agree to any change to the terms and conditions of this Contract then the User must immediately stop using the onboard entertainment.

### **Severability**

Each provision of this Contract excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of those provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the termination of this Contract howsoever occasioned.

### **No waiver**

No waiver by Whoosh Media shall be construed as a waiver of any breach of any provision of this Contract.



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**Choice of Law**

This Contract shall be governed by English Law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.