



Azrock & Pogo - Terms and Conditions

This site is owned and operated by Azrock & Pogo. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at admin@azrockandpogo.co.uk.

In this document and the [Privacy Statement](#), (also referred to as Privacy Statement), the term Website refers to the internet pages and all other files under the domains azrockandpogo.co.uk and azrockandpogo.com.

A - TOP AMBASSADORS PRIZE

Top Ambassadors Prize - Rules, Terms and Conditions of participation

The following are the Rules, Terms and Conditions of participation in the Azrock & Pogo Top Ambassadors Prize.

- A1. Users must Register with the Website to be eligible, which can only be done through a Facebook login, which means users must have an active Facebook account. For details of how we use the information we ask Facebook for please see our [Privacy Statement](#).
- A2. You must have a Paypal account to collect winnings.
- A3. You must only use your own Facebook account, Twitter account, Paypal account or any other Social Media account that we may include from time to time for integration. If you are entitled to use an account with multiple administrators only one can participate in this.
- A4. We accept no liability for your activities on Facebook, Twitter or other social media platforms in connection with this competition or Azrock & Pogo in general.
- A5. There is no age limit to enter the competition but if you are under 16 you must get the permission of your parents or guardians before taking part, and if you are under 13 you must ask your parent or legal guardian to send us an email at admin@azrockandpogo.co.uk before registering for the competition providing consent to us storing personal information such as Name and Email Address, and confirming they have read and accept these Terms and Conditions. Any age restrictions imposed by Facebook and Paypal supercede the Azrock & Pogo age restrictions.
- A6. We (Azrock & Pogo) do not in any way guarantee the provision of the Website service on which the Top Ambassadors Prize system is hosted and administered. The Website may be unavailable at times for maintenance or other technical reasons.
- A7. Any points awarded for activities are entirely at our discretion.



- A8. The category weightings may change at any time at our discretion.
- A9. All prize awards are entirely at our discretion and giving them in proportion to the graphs is an intended guide not an obligation on us.
- A10. We make no claims that your relevant social media activity will be reliably credited by our system and will not be responsible should relevant activity fail to be credited.
- A11. Anybody caught cheating or suspected of cheating can be disqualified and banned for life from being eligible for these prizes, entirely at our discretion. The following are considered cheating:
- A11a. Having more than one registration per person.
 - A11b. Creating traffic to the website yourself or arranging for others to do so purely for the purposes of being credited for it.
 - A11c. Deleting posts / tweets etc after you have been credited for them.
 - A11d. Making your Facebook activity in connection with Azrock & Pogo less public or less viewable than your usual Facebook activity.
- Please be aware the system checks and alerts us this behaviour and we will act.
- A12. Anybody found not using the system in the spirit intended may also be banned entirely at our discretion, although we will try to issue warnings first when appropriate. This could include the following:
- A12a. 'Spammy' posts/tweets
 - A12b. Abusive, inappropriate, libelous or slanderous posts/tweets about us or any other fans/users
 - A12c. Any post/tweet obviously written purely to increase points under this competition
- A13. All and any Paypal fees will be deducted from the prize winnings.
- A14. We will consider converting prize money to other currencies, but only to the extent possible through Paypal, at the Paypal rates and any fees will be deducted from winnings.
- A15. By participating in this competition you agree to all the rules here and as described on this page and elsewhere on our website, blog and other official mediums.
- A16. These rules, terms and conditions may change at any time without notice by us.



B - GENERAL WEBSITE USE

Ownership of rights

All rights, including copyright, in this website (including the information, artwork, text, video, audio, pictures, software and other intellectual property) are owned by or licensed to Azrock & Pogo. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

Framing

Framing of the Website is permitted only with Azrock & Pogo's express agreement, and any stipulation on how the framing will be displayed or made available on any third party site shall be at Azrock & Pogo's sole discretion. Azrock & Pogo reserves the right to withhold consent for any reason and any failure to monitor or control each instance of framing shall not be considered a waiver of any of Azrock & Pogo's rights. Any framing by a third party shall not imply the endorsement or sponsorship of Azrock & Pogo.

Damage to your computer

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

Website Availability

The Website may not always be available for maintenance or other technical reasons. The Website is provided on an 'as is' and 'as available' basis.

Links

This Website may contain links to other Websites. Azrock & Pogo is not responsible for or liable for the content or Terms of Use and practises of other Websites. All external Websites are accessed at the users own risk.



Changes to legal notices

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

Consequences and Rights of Use

By using this Website you agree to the Terms of Use. Azrock & Pogo reserves the right to prevent access to any user who is found to be in breach of these Terms of Use.

Law, jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

Privacy

You acknowledge and agree to be bound by the terms of our Privacy Policy, also referred to as Privacy Statement.

Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our email address at admin@azrockandpogo.co.uk and all notices from us to you will be displayed on our website from time to time.

Personal Information

Please refer to our [Privacy Statement](#), the contents of which are deemed to be included in these Terms and Conditions.



C - PRODUCT SALES

Most products offered for sale on the Website are links through to products hosted on third party retail websites (eg - iTunes, Zazzle, Amazon). For the terms of sale, delivery and other contractual arrangements please refer to the specific retail platform. In circumstances where Azrock & Pogo are directly responsible for purchase and delivery (eg. a purchase from our eBay account, if we were to have one), the following is applicable, except where superseded by eBay or other platforms Terms and Conditions and contractual arrangements.

C1. The contract between us

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Payment of the price for the goods represents an offer on your part to purchase the goods, which will be accepted by us only when the goods are dispatched. Only at this point is a legally binding contract created between us.

C2. Acknowledgement of your order

To enable us to process your order, you will need to provide us with your e-mail address. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

C3. Accuracy of content

We have taken care in the preparation of the content of this website and other third party sites on which we have offered our products for sale, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been described accurately. However, orders will only be processed if there are no material errors in the description of the goods or their prices as advertised on this website. Any weights, dimensions and capacities given about the goods are approximate only.

C4. Availability

All orders are subject to acceptance and availability. If the goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order.

C5. Ordering errors

You are able to correct errors on your order up to the point on which you click on "submit" during the ordering process.



C6. Price

The prices payable for goods that you order are as set out on our website. All prices are inclusive of VAT at the current rates where applicable and are correct at the time of entering information.

Where it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email, and offer to sell you the goods of the specification and description at the price stated in the email and will state in the email the period for which the offer or the price remains valid.

C7. Payment terms

We will take payment upon receipt of your order from your credit or debit card or Paypal details or other payment details we may agree to use. We accept no liability if a delivery is delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the goods from you, then we can refuse to process your order and/or suspend any further deliveries to you. This does not affect any other rights we may have.

C8. Delivery & delivery charges

Delivery charges vary according to the type of goods ordered.

- C8.1 Our delivery charges will be detailed in the specifics of the item(s) for sale.
- C8.2 You may be required to pay extra for delivery depending on your location and it might not be possible for us to deliver to some locations.
- C8.3 We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed and therefore time is not of the essence. In any event, we will aim to deliver your goods within 30 days from the day after the day we received your order, unless specified otherwise in the product details, or unless the item is in any way made to order (ie - works of art or personalised merchandise).
- C8.4 You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

C9. Risk and ownership

Risk of damage to or loss of the goods passes to you at the time of delivery to you. If you choose to use your own courier then the risk passes to you as soon as the goods are



handed to your courier. You will only own the goods once they have been successfully delivered.

C10. Cancellation rights

- C10.1 Under "*The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134*" you have the legal right to cancel your order up to 14 calendar days after the day on which you receive your goods (with the exception of any made to order items). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.
- C10.2 Should you wish to cancel your order, you can notify us by email to admin@azrockandpogo.co.uk (please note instruction can only be taken if the senders email address matches the email address used to place the order).
- C10.2 You cannot cancel your contract if the goods you have ordered are bespoke (i.e. made to order).
- C10.3 If you have received the goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery, you should not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.
- C10.4 Once you have notified us that you are cancelling your contract, and we have either received the goods back or, if earlier, received evidence that you have sent the goods back, we will refund any sum debited by us from your credit or debit card, Paypal or other payment system within 14 calendar days.
- C10.5 We may make a deduction from your refund for any loss in the value of the goods supplied if the loss is the result of unnecessary handling by you (for example using or wearing the goods prior to cancellation)

C11. Cancellation by us

- C11.1 We reserve the right not to process your order if:
 - C11.1.1 We have insufficient stock to deliver the goods you have ordered;
 - C11.1.2 We do not deliver to your area; or
 - C11.1.3 One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.
- C11.2 If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit/debit card, Paypal account or other payment methods as soon as possible, but in any event within 14 days.



C12. Liability

- C12.1 We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.
- C12.2 Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.
- C12.3 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.
- C12.4 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence. You have certain rights as a consumer including legal rights (e.g. under the Sale of Goods Act 1979 (as amended)) relating to faulty and/or misdescribed goods.

If you have any queries regarding these Terms and Conditions please contact us at admin@azrockandpogo.co.uk.