

Zayndu free trial programme - terms and condition

- The Promoter of this trial programme is Zayndu Ltd of ATIC, Oakwood Drive, Loughborough, England, LE11 3QF
- 2. The trial programme is open to eligible businesses.
- 3. The trial programme is free to enter, and no purchase is necessary.
- 4. All entries must be submitted via the online form on the Zayndu website. Only one entry per company is permitted.
- 5. The Promoter accepts no responsibility for applications not successfully completed due to a technical fault of any kind.
- 6. Eligibility for the trial programme will be decided by the Promoter.
- 7. Eligible applications will receive rental and installation support for a Zayndu Z10 cold-plasma seed primer, for a fixed period, to be decided by the Promoter.
- 8. Eligible applications will be notified by email (using details provided at application) within one month of their application. If an eligible applicant does not respond to the Promoter within 21 days of being notified by the Promoter, then the free trial may be forfeited.
- 10. The machine will be installed according to availability.
- 11. The free trial is non-exchangeable, non-transferable and no cash alternative is offered.
- 13. The decision of the Promoter regarding any aspect of the free trial is final and binding and no correspondence will be entered into about it.
- 14. Participants are deemed to have accepted and agreed to be bound by these terms and conditions upon entry. The Promoter reserves the right to refuse entry, or refuse to award the free trial to anyone in breach of these terms and conditions.
- 15. The Promoter reserves the right to hold void, cancel, suspend, or amend the promotion where it becomes necessary to do so.
- 16. Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the eligible entry or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the free trial where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.
- 17. Personal data supplied during the course of this promotion will only be processed as set out in the Promoter's <u>Privacy Policy</u>.

- 18. The Promoter may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.
- 19. These terms and conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 20. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms and conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms and conditions.
- 21. These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 22. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms and conditions or their subject matter or formation (including non-contractual disputes or claims).