

### **LEGAL STATEMENT**

### IMPORTANT INFORMATION

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Please read our Privacy Policy section below to find important information about Innovia including information provided in accordance with the European Data Protection Directives.

#### TERMS AND CONDITIONS

Please read these terms and conditions carefully before agreeing to them, as they apply to your access to and use of the services described in this part of our website. We request that you pay particular attention to our privacy policy below which sets out the principles by which we abide in relation to the treatment of information about visitors to our website.

These terms and conditions constitute the entire agreement between us with respect to our website and the services we provide through it and supersede all prior communications and agreements between us, whether electronic, oral or written, regarding the subject matter contained in our website. A printed version of these terms and conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings to in the same way as other business documents and records originally in printed form.

If you do not agree with these terms and conditions, you should immediately discontinue any use of the site. Your access and use of this website constitutes irrefutable evidence of your consent to be bound by these terms and conditions.

You may download these terms and conditions for your future reference by clicking here.

### **Data Protection and Privacy**

Any information you give to us will be stored and used in accordance with our privacy policy set out below.

# **Limitation of Liability**

Your attention is drawn specifically to this paragraph:

This website or any part of it may not be compatible with your browser or computer configuration and we make no warranty that it is. We make no warranty that our services via this website will be available at any particular time or that your access to our website will be uninterrupted, timely or error free and we will not be responsible if we are unable to provide the website or its services for any reason.

If you are accessing our website and services in the course of a business, all implied warranties and conditions are excluded to the maximum extent permitted by law.

We shall not be liable for:

- (a) any loss of profit, data loss, loss of production, depletion of goodwill; and
- (b) any indirect loss, costs or expenses whatsoever,

in each case arising out of your use of our website, your use of our services advertised on our website or our failure to deliver services contained on our website.

However, if you are accessing our website to use the services available through it otherwise than in the course of your business, you have certain statutory rights as a consumer regarding the performance of services. These statutory rights are not and will not be affected by any statement contained in these terms and conditions. In

particular, any provision which has the effect of limiting our liability to you in the event that any service is defective or fails to correspond with the description given to it on this website shall not apply.

You warrant to us that you will not use this website or any other services accessible with us for any unlawful purposes or in a way that is prohibited by these terms and conditions. We may immediately terminate your ability to access this website if you breach any such terms and conditions or if we believe that we or our other customers may incur liability from your actions.

### Indemnity

If you are accessing our website in the course of a business, you agree to indemnify us and to keep us indemnified from all or any liability or damages we incur in contract, tort (including negligence) or otherwise towards a third party as a result of your use of this website or any of the services accessible through your user account.

### General

If any provision contained in these terms and conditions is determined to be invalid or unenforceable the remainder of the terms and conditions shall not be affected. Our website is operated and controlled from the United Kingdom and these terms and conditions and your use of this website are governed by and construed in accordance with the laws of England and Wales. Unless you are using our website and services as a consumer, by agreeing to these terms and conditions you consent to all disputes arising out of or relating to your use of this website being decided only by the courts of England and Wales. If you are accessing this website from another jurisdiction it is your responsibility to ensure compliance with the laws that apply to that jurisdiction.

You are not permitted to assign your rights under these terms and conditions. All rights under the Contracts (Rights of Third Parties) Act 1999 are excluded.

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Users are permitted to read the contents of this website and make copies for their own personal use. They may also give copies to colleagues for their personal use on terms that Innovia is acknowledged as the source, the text is not altered in any way and the attention of the recipients is drawn to this warning. All other use and copying of any of the contents of this website is prohibited. Copying from websites of third parties is subject to any requirements applicable to those websites.

### **Privacy Policy**

This website is owned and operated by Innovia Films.

Our privacy policy relates only to information that we obtain from you. If you visit a website operated by a third party through a link included on this website, your information might be used differently by the operator of the linked website.

#### **Use of Information**

The information you provide to us when using this website will be processed for the following reasons:-

- to process any request for advice or information supplied by us;
- to notify you of our newsletters and updates, should you consent to this;
- to customise this website according to your interests;
- to comply with our statutory and regulatory obligations; and
- to process any application made by you for a position with us.

If you do not wish to receive additional information from us, you can let us know by not checking the appropriate box on the contact us registration form or unsubscribe from any newsletter received.

The type of information we will collect about you includes:-

- your name;
- your e-mail address;
- the information included in any online services to which you subscribe;
- · details about the services you specifically request; and
- information you complete in relation to our client surveys.

We will never collect sensitive information about you without your explicit consent. Any information that we collect about you is stored electronically on our database. It may also be printed and stored in our filing system. We may share any information collected with third parties for the purposes of providing you with our newsletters and updates, should you choose to receive such communications from us. Information will be disclosed only on the basis that the third party concerned will keep it confidential and in a way that is compliant with this privacy policy.

# **Confidentiality and Security**

We will keep your personal information confidential except to the extent that we are compelled to disclose it by law (for example where fraud or other crime is involved) or to comply with an instruction of a regulatory body of competent jurisdiction. From time to time we may be called upon to demonstrate our maintenance of certain professional standards as set by appropriate authorities and/or to satisfy our auditors and/or to comply with regulations in relation to money laundering or other statutory requirements. Such disclosures will be made only as an exception to our duty of confidentiality.

If you believe that the information we hold about you is inaccurate [or if you wish us to cease processing your data for any particular purpose or purposes,] you can amend your details or unsubscribe, or you can write to the Communications Manager, Innovia Films Ltd, R&D Centre, West Road, Wigton, Cumbria CA7 9XX, UK or Email: filmsinfo@innoviafilms.com

To comply with the Data Protection Act 1998 we adhere to strict security procedures. The personal information which we hold will be held securely to ensure no unauthorised disclosure or access. When you register for a user account with us you will be required to adhere to the security provisions set out in our terms and conditions.

#### Transfer of Information

We reserve the right to appoint an Internet service provider to host our website on our behalf which may be situated outside the European Economic Area. By agreeing to our terms and conditions of use of our website you consent to any transfer of your personal information outside the European Economic Area or wherever the service provider is located. This may be necessary for us to achieve the purposes set out above. It may be necessary for us to send data to affiliated companies in the United States of America. All data received by affiliated companies from the EU will be handled in accordance with EU law. This privacy policy complies with the requirements of the U.S. Safe Harbor Principles.

### **Marketing Communications**

We would like to contact you in the future for marketing purposes by e-mail but we need your consent to do this. If you would like us to contact you (including by e-mail or telephone) concerning our services and career opportunities that may be of interest to you then please register on our website. You may unsubscribe from any marketing or career communication from us in the future at any time by unsubscribing. If you prefer, you may email us at filmsinfo@innoviafilms.com.

### **Obtaining a Copies of Personal Data**

Should you wish to obtain a copy of the personal data that we hold on you, please send an e-mail to the following address:- filmsinfo@innoviafilms.com. As soon as we are satisfied as to your identity, we will send to you, within 40 days, a copy of all the data that we hold concerning you.

### Cookies

When visiting our web pages, we would like to use tracking technologies which record information about you automatically. This can include using a "cookie" which would be stored on your browser. You can erase or block the information from your computer if you want to. (Your 'help' screen or user manual should tell you how to do this). If we cannot use such technology it is possible that certain functionality of this site might be affected [and you might not be able to access certain web pages. This information does not identify you personally.

We automatically collect and store only the following information about your visit:-

- the internet domain and IP address from where you access our website;
- the type of browser software and operating system used to access our website;
- the date and time you access our website;
- the pages you enter, visit and exit our website from; and
- if you linked to our website from another website, the address of that website.

We use this information to help us identify click stream patterns, to improve our website and to learn about the number of visitors to our website and the types of technology our visitors use. We also use this information to ensure that our Web pages stay compatible with a selection of browsers and systems and thereby ensure that the pages appeal to a wide audience.

We do not track or record information about individuals and their visits.

#### General Information

Innovia Films is a limited company registered in England and Wales, registration number 271998. Registered Office: Lowther R&DCentre, West Road, Wigton, Cumbria, CA7 9XX, UK.

VAT No: GB 845 4559 96.

# Trade Organisations to which Innovia Films belongs are:

Tag & Label Manufacturers' Institute FINAT World Packaging Association The British Plastics Federation Chemical Industries Association (CIA)

# Research Associations:

Campden & Chorleywood Food Research Association (CCFRA) Leatherhead Food International (LFI) PIRA International

# Regulated By:

The Environment Agency Allerdale County Council