

NIELSEN BOOKDATA STANDARD TERMS AND CONDITIONS FOR NON-SUBSCRIBING PUBLISHERS

In these terms and conditions, “we”, “us” and “our” refer to Nielsen Book Services Limited, registered in England and Wales, with registered number 00070437, whose registered office is at 3rd Floor, Midas House, 62 Goldsworth Road, Woking, Surrey GU21 6LQ, UK, trading as Nielsen BookData.

“You” and “your” refer to any non-subscribing publisher who wishes to have products listed in Nielsen BookData services.

“Our website” can be found at www.nielsenbook.co.uk

INFORMATION SUPPLY

1. You may at any time supply information (“Your Information”) to us, in an Acceptable Form, about any of your publications (“Eligible Publication”) which satisfy the criteria for inclusion in our book information services. Your Information shall, for the purposes of these terms and conditions, be deemed to include any information about any of your publications that you may have supplied to us in the past or any similar information that you may have supplied in the past to our subsidiary company, Nielsen BookData Limited (company number 01988476).
2. You may also supply to us, in an Acceptable Form, a front cover or jacket, or image thereof, (“Cover”) of any Eligible Publication for which you have supplied information to us in accordance with paragraph 1. Covers shall, for the purposes of these terms and conditions, be deemed to include any Cover of any of your publications that you may have supplied to us in the past or any Cover that you may have supplied in the past to our subsidiary company, Nielsen BookData Limited (company number 01988476)
3. Details of our criteria for inclusion, and of what constitutes an Acceptable Form for the supply of Your Information and Covers can be found at the Publishers & Distributors page of our website.

SERVICES

4. We will provide the following services to you for up to 1,000 title records without charge (Note that for listings in excess of 1,000 titles records we reserve the right to levy a handling/ingest fee):
 - (a) We will enter into our bibliographic database and list in our relevant products and services brief records (“Your Records”) of each of your Eligible Publications based on Your Information, and comprising the following elements (subject to your having provided sufficient information to enable us to derive them): EAN-13 product number, title, author or other main contributor, product format, BIC subject classification (and BIC Children’s Book Marketing Code when applicable), imprint/publisher/distributor identification, publication date, availability status, territorial market rights, and prices;
 - (b) We will update Your Records on our bibliographic database and in our relevant products and services if you notify us in an Acceptable Form of a material change to Your Information;
 - (c) We will enter into our image database and include in our relevant products and services an electronic image of any Cover which you have supplied to us in an Acceptable Form;
 - (d) We will exclude from any subsequent issues of our products and services any of Your Records, or any of your Covers, in the event that you inform us in writing that, for legal reasons, you wish it to be withdrawn; and
 - (e) We will provide you with access to a webpage allowing you to view and enter requests for changes and additions to Your Records.

LICENCE

5. By providing Your Information to us, you license us to retain Your Information indefinitely (subject to paragraph 4(d)), and to use Your Information worldwide, without restriction and at our sole discretion, for the purpose of providing information about books and other publications and for any other purpose reasonably connected with the sale and supply of books; and you accept that our liability to you in respect of such information is limited in accordance with paragraphs 8 and 9.
6. By providing Covers to us, you license us to retain electronic images of said Covers indefinitely (subject to paragraph 4(d)), and to use such images worldwide, without restriction and at our sole discretion, for the purpose of providing information about books and other publications and for any other purpose reasonably connected with the sale and supply of books, provided that:
 - (a) We recognise that copyright in your Covers remains at all times with yourselves and/or your licensors,
 - (b) We will not alter, modify or distort an image of a Cover in any way other than by enlarging or reducing a complete image, or converting a complete image from one digital storage format to another, and
 - (c) We will use only an image of the complete Cover as supplied to us; and you accept that our liability to you in respect of such images is limited in accordance with paragraphs 8 and 9.

INDEMNITY

7. You undertake to fully indemnify us against any claim brought against us on the basis that any material supplied by you to us (including, without limitation, Your Information or Covers), is defamatory or breaches the copyright or other intellectual property rights of a third party or is otherwise illegal.

LIMITATION OF LIABILITY

8. Except in the case of death or personal injury arising from our negligence, our liability to you will (to the maximum extent permissible under law) be limited to:
 - (a) Liability for your direct losses arising from our failure to act on a written notification sent by you in accordance with paragraph 4(d) above; and
 - (b) Liability for your direct losses arising from our failure to observe the conditions set out in paragraphs 6(a) to 6(c) above.
9. To the maximum extent permissible under law, we shall not be liable to you for any loss of profit, loss of revenue, loss of business, loss of contracts or loss of goodwill or any indirect, special or consequential loss, damage, cost or expense (whether caused by our negligence or otherwise).
10. We use all reasonable efforts to ensure the accuracy of our bibliographic database and products and services ("Our Data") and to keep Our Data up-to-date, but we do not warrant that Our Data is error-free, accurate, complete or up-to-date, and do not accept responsibility or liability for the consequences of any such error, inaccuracy or incompleteness or for any of Our Data being out-of-date. Except as expressly set out herein, all conditions and/or warranties, express or implied, statutory or otherwise, are hereby expressly excluded by us to the maximum extent permitted by law.

GENERAL

11. By supplying us with Your Information and/or Covers you warrant that you are entitled to and have all necessary rights to supply us with Your Information and/or such Covers.
12. You acknowledge that all intellectual property rights in Our Data are owned by us or (where relevant) our third-party suppliers.
13. We reserve the right to make changes to these terms and conditions at any time. We will inform you of any such change by posting notice of it on the Terms & Conditions page of our website.
14. We reserve the right to remove Your Information and/or Covers (or any part thereof) from our database(s) if we consider that it/they may be unlawful, fraudulent, libellous, defamatory or obscene.

15. These terms and conditions constitute the entire agreement and understanding between you and us in relation to their subject matter and supersede all previous terms and conditions, agreements, understandings and undertakings in such respect.
16. Unless otherwise specifically stated, these terms and conditions do not create any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to them and no person who is not a party to these terms and conditions may enforce any of their terms or rely on any exclusion or limitation contained in them.
17. If any term of these terms and conditions shall be held to be invalid, illegal or unenforceable, the remaining terms and conditions shall remain in full force and effect and such invalid, illegal or unenforceable terms and provisions shall be deemed, ab initio, not to have been part of these terms and conditions.
18. The interpretation, construction and effect of these terms and conditions shall be governed by and construed in all respects in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.