

WEBSITE USAGE TERMS AND CONDITIONS

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Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

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- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;]
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Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, or other malicious computer software.

You must not conduct any systematic or automated data collection activities on or in relation to this website without LION BREWERY (CEYLON) PLC's express written consent.

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You must not use this website for any purposes related to marketing without LION BREWERY (CEYLON) PLC's express written consent.

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User content

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to LION BREWERY (CEYLON) PLC a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to LION BREWERY (CEYLON) PLC the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or LION BREWERY (CEYLON) PLC or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

LION BREWERY (CEYLON) PLC reserves the right to edit or remove any material submitted to this website, or stored on LION BREWERY (CEYLON) PLC's servers, or hosted or published upon this website.

[Notwithstanding LION BREWERY (CEYLON) PLC's rights under these terms and conditions in relation to user content, LION BREWERY (CEYLON) PLC does not undertake to monitor the submission of such content to, or the publication of such content on, this website.]

Links to other sites

We may offer links to other sites. However, we try to link only with sites that share our values. You should always check the privacy policy of any linked site to understand their information collection practices, including how they may use cookies. We are not responsible for the content or information collection policies of sites operated by other companies. If you visit another site, you should review their privacy and other policies.

LION BREWERY (CEYLON) PLC has no responsibility or liability for any content or issues arising in connection with linked third party sites.

Limitations of liability

LION BREWERY (CEYLON) PLC will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- [to the extent that the website is provided free-of-charge, for any direct loss;]
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if LION BREWERY (CEYLON) PLC has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit [NAME'S] liability in respect of any:

- death or personal injury caused by [NAME'S] negligence;
- fraud or fraudulent misrepresentation on the part of LION BREWERY (CEYLON) PLC; or
- matter which it would be illegal or unlawful for LION BREWERY (CEYLON) PLC to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

[You accept that, as a limited liability entity, LION BREWERY (CEYLON) PLC has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against LION BREWERY (CEYLON) PLC's officers or employees in respect of any losses you suffer in connection with the website.]

[Without prejudice to the foregoing paragraph,] you agree that the limitations of warranties and liability set out in this website disclaimer will protect LION BREWERY (CEYLON) PLC's, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as LION BREWERY (CEYLON) PLC.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify LION BREWERY (CEYLON) PLC and undertake to keep LION BREWERY (CEYLON) PLC indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by LION BREWERY (CEYLON) PLC to a third party in settlement of a claim or dispute on the advice of LION BREWERY (CEYLON) PLC's legal advisers) incurred or suffered by LION BREWERY (CEYLON) PLC arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of these terms and conditions].

Breaches of these terms and conditions

Without prejudice to LION BREWERY (CEYLON) PLC's other rights under these terms and conditions, if you breach these terms and conditions in any way, LION BREWERY (CEYLON) PLC may take such action as LION BREWERY (CEYLON) PLC deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

LION BREWERY (CEYLON) PLC may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

LION BREWERY (CEYLON) PLC may transfer, sub-contract or otherwise deal with LION BREWERY (CEYLON) PLC's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Privacy Policy

LION BREWERY (CEYLON) PLC is concerned about your privacy and has developed a policy to address privacy concerns. You can find the current privacy policy [here](#)

Minors

Minors (less than 18 years) are not eligible to use the Site, and we ask that they do not submit any personal information to us.

You represent that you are of sufficient legal age to use this site and to create binding legal obligations for any liability you may incur as a result of the use of this site.

Termination of Use

You agree that LION BREWERY (CEYLON) PLC may, in its sole and absolute discretion, at any time terminate your access to the Site and any account(s) you may have in connection with the Site. Access to the Site may be monitored by LION BREWERY (CEYLON) PLC or any other person assigned thereto

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the Laws of Sri Lanka, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Sri Lanka.

Injunctive Relief

You acknowledge that a violation or attempted violation of any of these terms and conditions will cause such damage to LION BREWERY (CEYLON) PLC and/or its connected parties as will be irreparable, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that LION BREWERY (CEYLON) PLC and/or its connected parties shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining such violation or attempted violation of these terms and conditions by you, or your affiliates, partners, or agents, as well as recover from you any and all costs and expenses sustained or incurred by LION BREWERY (CEYLON) PLC and/or its connected parties in obtaining such an injunction, including, without limitation, reasonable attorney's fees