

Terms And Conditions

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE DOWNLOADING YOUR DIY GARDEN PLANTING SCHEME (“DIY EDITION”) AND OUR PLANTING INSTRUCTIONS. YOUR USE OF THE DIY EDITION AND PLANTING INSTRUCTIONS IS GOVERNED BY THESE TERMS AND CONDITIONS.

WE RECOMMEND THAT YOU DOWNLOAD THESE TERMS FOR FUTURE REFERENCE.

1. Downloading a DIY Edition does not grant you any rights in it. Copyright and any related rights in your DIY Edition remain with Alexandra Daisy Ginsberg Ltd, a company incorporated in England (Company number 08635499) with its registered office at Mercury House, 19-21 Chapel Street, Marlow, Buckinghamshire, SL7 3HN (we, us, our).
2. You can print and share your DIY Edition under a Creative Commons Attribution-Non Commercial-No Derivatives 4.0 International (CC BY-NC-ND 4.0) licence (“Licence”). You can find details of the Licence we grant you here: https://creativecommons.org/licenses/by-nc-nd/4.0/deed.en_GB.
3. By downloading the DIY Edition you agree to comply with the terms of the Licence.
4. You must use the following credit if you share your DIY Edition with third parties under the Licence:
“Alexandra Daisy Ginsberg, Pollinator Pathmaker, DIY Edition © Alexandra Daisy Ginsberg Ltd”

POLLINATOR PATHMAKER

5. You can create a garden based on the DIY Edition you download only for non-commercial, i.e. strictly personal use. Please note that using a DIY Edition to create a garden for a school or community group or similar not-for-profit organisations is not regarded as non-commercial/personal use. If you want to create a garden using your DIY Edition on behalf of a community group, school or similar not-for-profit organisation please fill in our short application form to describe your project <https://forms.gle/GhY6gZb2HV1ewzQU6> and we will consider your request for such use.
6. We do provide general instructions and guidance notes to help you to plant your garden based on your DIY Edition but recommend in every case that you take independent advice from a professional gardener or horticulturalist. If you decide to rely on our guidance without taking professional advice, you do so entirely at your own risk.
7. We shall not be liable to you to the extent permitted by law, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss or damage, or any indirect or consequential loss including loss of profit or business opportunity arising under or in connection with your using our DIY Edition or planting instructions.
8. Downloading a DIY Edition and our planting instructions is at your own risk. We cannot guarantee that the DIY Edition or our planting instructions you download are free from errors, viruses or other malware. We will not be liable for any loss or damage caused by such errors or caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your downloading of a DIY Edition or our planting instructions.

POLLINATOR PATHMAKER

9. If you send us photographs via our social media accounts such as Instagram or via email of the garden you have created based on your DIY Edition, copyright in your photographs remains with you but you grant us a non-exclusive, royalty-free, non-revocable and worldwide licence for the duration of copyright in your photographs for the purpose of promoting the artwork, *Pollinator Pathmaker*. We will have the right to sub-licence your photographs to our partner, Eden Project Limited, and share your photographs with press and media outlets for the same marketing purpose. Additional licensing terms may apply if you share your photographs with us on Instagram or other social media platforms. Please read Instagram's or any other social media platforms' terms and conditions carefully prior to sharing your photographs on such social media platforms.
10. These terms and conditions, their subject matter and their formation (and any non-contractual disputes or claims), are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.