

TERMS AND CONDITIONS

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GENERAL

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By visiting the site the user does not acquire or obtain by implication or otherwise, any licence or right to use or make additional copies of any materials or information displayed on the Site.

If you decide to register with this Site, you will be asked to create a password. You must keep this password confidential and must not disclose it to anyone. If you believe someone else knows your password, please contact our Customer Service team by phone # +354 5151619. Pizza Hut

and PHut e.h.f. reserves the right to suspend your registration if you breach these terms and conditions.

If any part of these terms and conditions is, at any time, found to be invalid by a court, tribunal or other forum of competent jurisdiction, or otherwise rendered unenforceable, that decision shall not invalidate or void the remainder of these terms and conditions. These terms and conditions shall be deemed amended by modifying or severing such part as necessary to render them valid, legal and enforceable while preserving their intent, or if that is not possible, by substituting another provision that is valid, legal and enforceable that gives equivalent effect to the parties' intent. Any such invalid or unenforceable part or parts shall be severable from these terms and conditions, or the validity of the part(s) in question in any other jurisdiction shall not be affected thereby.

You may not assign, sub-licence or otherwise transfer any of your rights under these terms and conditions.

These terms and conditions are governed by the laws of Iceland and you agree that the Icelandic courts shall have exclusive jurisdiction in any dispute. This Site is for use only by persons who access it from within Iceland. Goods available from this Site are available only to residents of (or companies incorporated in) Iceland. We make no representation that any material contained on this Site is appropriate for any other jurisdiction.

PRODUCT TERMS AND CONDITIONS

In these PRODUCT terms and conditions ("Conditions") the following words and expressions shall have the following meanings:

- the **Customer, you, your**: means you, the customer, who buys the Products from Pizza Hut and PHut e.h.f.;
- **Pizza Hut and PHut e.h.f., Our and We**: means Yum! III (UK) e.h.f. (or in the case of franchisee stores, a franchisee of Yum! III (UK) Limited);
- the **Products**: means the products supplied by Pizza Hut and PHut e.h.f. to the Customer; and
- the **Website**: means the website www.pizzahut.is

1. Order and Acceptance

1.1 These Conditions shall apply to all orders and contracts for the supply of the Products by Pizza Hut and PHut e.h.f. to the Customer. All orders for the Products shall be deemed to be an offer by the Customer to purchase the Products in accordance with these Conditions. Any variations to these Conditions must be in writing, otherwise they will not be binding on either party.

1.2 The acceptance of orders for the Products shall be at the absolute discretion of Pizza Hut and PHut e.h.f.. Our acceptance of an order occurs when you receive an on-screen message confirming your order has been placed, at which point, your contract with Pizza Hut and PHut e.h.f. is made and up until this point, We may decline to provide You with the goods without giving any reason.

1.3 You may not place any orders on Our website if you are under 12 years of age.

2. Prices and Payment

2.1 Unless otherwise stated in writing, the prices quoted by Pizza Hut and PHut e.h.f. on the website are inclusive of VAT and any other applicable taxes.

2.2 The price of the Products will be as quoted on the Site at the time you confirm your order (by clicking the checkout button) subject only to any inadvertent technical mistake for which We shall not be liable. The price for your order shall be deducted from your account at the time your order is placed. We reserve our right to terminate this agreement with you if We are refused authority for payment or reasonably believe that payment will be refused at any stage.

2.3 You can pay by any of the methods listed in our checkout screen. Please make sure that if your order is placed using a credit or debit card, such card is valid on the date of despatch of your order.

2.4 Please note that prices, minimum spend restrictions and maximum cash spend restrictions vary from time to time. In addition, if you order online, the price charged may be different to the price for the Products had they been ordered in-store or by telephone.

3. Changes to your Order If you wish to cancel, amend or comment on your order, please telephone our store at +354 5151619, details of which will be included in the confirmation email sent to you upon placing your order. If you amend your order, the price charged will be the price for the amended order. If you paid by Credit card the price difference will need to be paid separately to our store or any refund would need to be processed by our Customer Services team who can be contacted here. Please note that as promotions are only available for limited periods, any changes to your order may mean the promotions are no longer available.

4. Delivery

4.1 We will aim to provide you with your ordered Products as close as possible to your requested delivery/collection time.

4.2 The Customer agrees to accept delivery of the Products at the agreed time and place of delivery.

4.3 We can only fulfil an order for large quantities at the discretion of our store from which you are ordering. If you would like to place a large order, we recommend you contact the store well in advance.

4.4 If you have chosen for the Products to be delivered, Pizza Hut and PHut e.h.f. will deliver the order to the main entrance of the delivery address but any deliveries carried into the delivery address will only be made if the driver and you consent to this. If you are not present to take delivery of the goods at the address given in your order, then We will not refund you the price for your order and will charge you for the full amount of your order.

4.5 Products are subject to availability. If your products are not available, We may offer you a reasonable substitute of equivalent quality and price or We may call you to tell you that your ordered products are not available and to ask you if you would like to order something else. This may affect the price you pay.

5. Transfer of Property

5.1 Risk in the Products shall pass to the Customer on delivery.

5.2 The Customer acknowledges that all intellectual property rights in the Products do and shall continue to belong to Pizza Hut and PHut e.h.f. and the Customer agrees that it will not infringe any of Pizza Hut and PHut e.h.f.'s intellectual property rights.

6. Oral Statements The Customer agrees that, in the event of any conflict, written information about the Products supplied by Pizza Hut and PHut e.h.f. shall prevail over any oral statements made by Pizza Hut and PHut e.h.f. or by Pizza Hut and PHut e.h.f.'s employees or agents. Pizza Hut and PHut e.h.f. shall use all reasonable efforts to ensure that its written information about the Products is accurate.

7. Promotions From time to time, our products may be subject to special offers. Any special offers shall be subject to these Terms and Conditions which will prevail if there is inconsistency between the terms of the special offer and these Terms. We may change the terms of special offers or withdraw them at our discretion but We will honour any order placed by you before the offer is withdrawn subject always to manifest technical errors. All deals are valid within the promotional period, are subject to change or withdrawal and are not valid in conjunction with other offers, unless otherwise stated.

8. Limitation of Liability

8.1 To the fullest extent permitted by law, Pizza Hut and PHut e.h.f. excludes all liability arising out of its supply of the Products and in particular shall not be responsible for any loss or damage, arising directly or indirectly out of or in connection with delay beyond the estimated time or date of delivery; any circumstances over which Pizza Hut and PHut e.h.f. had no control of the consequences and which Pizza Hut and PHut e.h.f. could not avoid by the exercise of reasonable care, or any indirect or unforeseeable loss suffered or incurred by the Customer or others.

8.2 In any event, Pizza Hut and PHut e.h.f.'s liability to the Customer will not exceed the total price charged for the relevant items.

8.3 Nothing in these conditions shall affect the statutory rights of the customer.

8.4 Certain ingredients, including but not limited to the Jalapeno Chilli Pepper, supplied by Pizza Hut and PHut e.h.f. are spicy and caution is advised before consuming these. In particular the Jalapeno Chilli Pepper is extremely spicy. To the fullest extent permitted by law, Pizza Hut and PHut e.h.f. shall not be responsible for any consequences You or others may suffer or incur, directly or indirectly, as a result of consuming these ingredients or Products containing these ingredients.

9. Law Any contract to which these Conditions apply (and these Conditions) shall be governed by and construed in accordance with the laws of Iceland and Pizza Hut and PHut e.h.f. and the Customer submit to the non-exclusive jurisdiction of the Courts of Iceland.

PRIVACY POLICY

Your privacy is important to Pizza Hut and PHut e.h.f.. We want you to feel confident about the privacy and security of your personal data and therefore we have developed a website privacy policy which includes all the rights granted to you by the Data Protection Act 2001. We hope the following policy will help you understand how we collect, use, and safeguard the personal data you provide to us through our website.

In this policy, "we" and "us" refers to Pizza Hut and PHut e.h.f. and its subsidiaries and "our" shall be construed accordingly. We advise you to read the policy carefully.

1. We do not obtain any personal data, that is, information that identifies you as an individual other than that which you choose to provide. We only collect information that we believe to be relevant to conduct our business, for marketing purposes and to monitor the improvement of our products. At times we may request that you voluntarily supply us with personal information, such

as your email address and postal address, for purposes such as corresponding with us, registering at a site, making a purchase, or participating in an online survey or competition.

2. We collect and use personal data to send direct marketing material on our products, promotions and offers that may be of interest to you, to provide you with information that you request, to respond to feedback that you submit to the sites, to allow you to participate in any of our online surveys and competitions and generally to be able to correspond with you after we receive a request from you.

3. We collect, use and keep any personal information given to us by you, strictly for the purposes indicated in this policy and as described in our website and in strict adherence to local Data Protection laws.

4. If you browse our website, you do so anonymously: we do not collect personal information – such as your email address. We do log your IP address (the Internet address of your computer) and we use technologies to give us an idea of which parts of our website you visit and how long you spend there. But we do not link this information to anything personally identifiable. The only other information automatically provided to us is the type of computer and operating system you are using. Your browser automatically supplies us with this information.

5. In some of our customer email communication, we use a device called a “clickthrough URL.” When you click on one of these URLs, you pass through our system before arriving at the website that is your true destination. We use clickthroughs to determine the level of interest in particular topics and to measure the effectiveness of our communications. We do not share this data with anyone, and we make no attempt to match click-throughs to particular email addresses.

6. We do not send unsolicited mail, messages or junk mail. Customers have a right to request not to receive direct marketing material by writing to us at the address below.

7. We do not provide any third parties with any information that you provide unless obliged to do so by law, by court order or with your specific consent.

8. Market research using customer information is only carried out so that we may understand our customers’ needs and business trends and in order to develop and improve our products.

9. Third party service providers may be contracted to provide services to us. For this purpose, we will need to provide such companies/organisations with the necessary personal data. We will make it mandatory on such companies/organisations to strictly comply with all applicable provisions of law when processing your personal data in the provision of their services to us.

10. Authorised third parties, including external service providers, with permitted access to your information are specifically required to apply appropriate security measures to appropriate technical and organisational security measures that may be necessary to safeguard the personal data being processed from unauthorised or accidental disclosure, loss or destruction and from any unlawful forms of processing.

11. All reasonable efforts are made to keep customer information up-to-date. You will help us take prompt and efficient action by informing us of any changes to your personal data by sending us an email or writing to us at the addresses provided below.

12. You may write to us at the same addresses if you would like to know what personal information we hold about you.

13. We strive to invest in the latest security technologies available and maintain strict information security policies designed to prevent unauthorised access to your information by anyone, including our staff.

14. All our staff are aware of their responsibility for maintaining customer confidentiality and complying with our information security policies.

15. Links that we provide to third parties websites are clearly marked and we are not in any way responsible for the content of such websites. We suggest that users should read the privacy policies of such third-party websites.

16. By using this website, you signify your assent to our privacy policy. If you do not agree to this policy, please do not use this site.

17. We reserve the right, at our complete discretion, to change, modify, add and/or remove portions of this policy at any time. Your continued access to or use of our website will mean that you agree to any and all changes.

18. Editor of this site is PHut e.h.f., Garðahrauni 2, 210 Garðabæ Iceland
email: Pizzahut@pizzahut.is

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