

## Terms and Conditions

This form is provided by us, the International Registrar for Passiflora Cultivars ("the Registrar") and Passiflora Society International ("the Authority") to help you and other applicants submit details of your cultivars for registration.

By clicking on the acceptance check-box and submitting your application form you agree to the following terms and conditions, so please read them carefully first.

## Definitions

We use the following definitions:

1. "Your Contact Details" means your street address, email address and phone number together with the email address, if supplied, of the originator
2. "The Cultivar Details" means all other details relating to this application, as entered on the form and subsequently updated and supplemented. These include details of the Cultivar itself, any photographs supplied, the name of the originator and your name, city, state (or equivalent) and country.
3. "Selected Details" means the Cultivar Details in whole or part
4. "Register" means an official list of Passiflora cultivars prepared and maintained by the Registrar, his predecessors and successors
5. "The Cultivar" means the Passiflora cultivar which is the subject of this application and of which details are given on the form
6. "Third Party Services" means such website hosting, search engine, automated application form and other facilities as are used by us and supplied by firms such as Google, Jotform and Facebook.
7. "Our Services" means all services supplied by us including without limitation this form, the website [www.passifloracultivars.org](http://www.passifloracultivars.org), our Registers, Supplementary Lists, databases, articles and publications whether printed or electronic.

## Your submission and the procedure thereafter

In submitting this form:

- \* you confirm that you have taken all reason steps to ensure that the information you have provided is accurate and if any such information changes, or you realise was inaccurate, that you will let us know as soon as possible by email to [registrar@passifloracultivars.org](mailto:registrar@passifloracultivars.org), and if the Registrar so directs will submit to him an amended copy of this form
- \* you are asking the Registrar to add the Cultivar and Selected Details to the Register of Passiflora Cultivars and authorising us without fee, further recourse to you or restriction of any kind to include Selected Details in the Register and (supplemented by any additional details which become available) in any electronic or printed database operated by us and available publicly or otherwise and in any article in any journal or publication produced by us or such other publication as the International Society for Horticultural Science's Commission for Cultivar Registration may direct.

We will acknowledge your application immediately and then aim to respond substantively within 3 months either with immediate confirmation of registration or with a few simple queries.

We will then aim to publish your Cultivar Details as soon as possible, usually electronically in the first instance, prior to which we will not divulge them to any third party without your prior permission. In the event that you update your information, we will incorporate your changes accurately and as and when appropriate once you have notified us as described above.

We will not knowingly divulge your Contact Details to any third party at any time without first seeking your prior approval.

## **Security**

We are committed to ensuring that your confidential information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure such information.

To enable us to provide our registration and other services to you economically and efficiently we may make use of Third Party Services. Where we do so we may not always be able to control the use made by such services of your confidential information but will aim to minimise the extent that they do so and wherever possible to make use of secure facilities for the transmission of such information.

Although we do not ourselves use cookies, please be aware that Third Party Services may use them. Cookies are small files which subject to your permission are placed on your computer's hard drive and are said to help analyse web traffic and allow web applications to tailor their operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

You can choose to accept or decline cookies. Web browsers can usually be set to accept or decline cookies automatically, or to ask you each time or for each site. If you decline cookies, you may not be able to take full advantage of the services available..

Except as provided above, we will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so.

## **Disclaimer**

Passiflora Society International is a not-for-profit organisation entirely staffed by volunteers and with no significant assets. Accordingly you must accept that all Our Services are supplied on a best efforts basis, and that we disclaim any warranty of accuracy, security or freedom from virus infection. We do not accept any liability and will not pay any compensation in respect of any breach of these terms however occasioned, or in respect of any error in the information supplied or of any loss which you or any third party may incur as a result of use of Our Services or any failure to register your cultivar or add Selected Details to any register, database, article or publication. The sole remedy available to you is to request that we repair any breach or correct any error as soon as possible and this we will endeavour to do.

## **Data Protection**

You may request details of personal information which we hold about you under the Data Protection Act 1998 and other legislation. A small fee may be payable. Please email [registrar@passifloracultivars.org](mailto:registrar@passifloracultivars.org) if you would like a copy of the information held on you or if you believe it is incorrect or incomplete in any relevant respect. If it is, we will correct or complete it as soon as practical.

## **Jurisdiction and Language**

These terms and conditions shall be governed by the laws of England and each party submits to the exclusive jurisdiction of the English courts.

Our working language is English, and all registers and databases will be maintained in English; but to assist those who do not speak English fluently, we may use languages other than English to

- \* provide a version of the application form and other documentation
- \* produce publications both electronic and printed which include information about your cultivar.
- \* as a medium in which you can supply information about the Cultivar, both using the application form and otherwise

If we do so it will be on a best efforts basis only, and we cannot be responsible for any errors or misunderstandings that may result. Where there is a conflict between the English version of a document or of information supplied and a translation, the English version shall prevail.