# rightmoveoverseas

## RIGHTMOVE PRODUCT GUIDELINES Overseas

#### GENERAL

- 1. These Product Guidelines should be read in conjunction with the Rightmove General Membership Terms and Conditions.
- 2. If there is any conflict between the Product Guidelines and the Rightmove General Membership Terms and Conditions, the Rightmove General Membership Terms and Conditions prevail.
- By applying for Rightmove Additional Products detailed on the Product Request Form(s) You acknowledge and confirm that:
  3.1. Your Membership shall be subject to both our General Membership Terms and Conditions, as well as the current
  - Product Guidelines;3.2. You will comply with all obligations contained in the Product Guidelines that apply to the Product that you have purchased; and
  - 3.3. If in Our opinion You breach these Product Guidelines and we take any action to remedy your breach, You will remain fully liable to pay Us charges which apply to the selected Product for the remainder of the contract term.
- 4. Products purchased by You may be terminated or suspended by You or Us in accordance with Clauses 10.3 and 10.4 of our General Membership Terms and Conditions.
- 5. If Your Package is terminated by You or Us, you agree to pay the prevailing rate for your Membership and any Additional Products you continue to purchase.

#### **PRODUCT GUIDELINES**

# 1. General Product Guidelines – Property Product Guidelines

- 1.1. Property Products means the Rightmove Featured Property and Premiums Listing products.
- 1.2. We reserve the right to remove any properties from Featured Property or Premium Listing which:
  - 1.2.1. Contain property images or text relating to anything other than a property for sale, including but not restricted to, images of properties modified to include other text or;
  - 1.2.2. Are not currently available for sale or;
  - 1.2.3. Contain logos which are not a unique trading style of Your business or which do not belong to You, or;
  - 1.2.4. In the case of properties being marketed that are newly built homes, contain property details of a substantially similar or identical type to those currently displayed by You in another Featured Property, or;
  - 1.2.5. Are not displayed in the appropriate Featured Property for the type of marketing required.

# 2. Property Products - Featured Property

- 2.1 Product description:
  - 2.1.1 Property displayed in a Featured Property Product ("Featured Property") will appear at the top of such relevant search results pages as We may in our sole discretion provide to Users. We do not guarantee on which page within a set of search results a particular Featured Property will appear.

## 2.2 Product pricing:

- 2.2.1 Featured Property boxes are charged per calendar month, per box, on a subscription basis.
- 2.2.2 Where a Featured Property has been provided by Us to You and is used by You to display property at any time during a particular calendar month, the Featured Property may be charged by Us to You at the full rate applicable for that month, irrespective of the actual number of days that You have chosen to display property within it.
- 2.3 Product usage constraints:
  - 2.3.1 You will ensure that an individual property listing will only appear in a single Featured Property purchased by You at any time.
  - 2.3.2 You have the right to nominate any of Your property listings to appear in a Featured Property, provided that they comply with Your Terms of Membership.
  - 2.3.3 You may, at Your discretion, change the property listing which is displayed in a Featured Property. We do reserve the right to restrict at Our discretion:
    - 2.3.3.1 The number of individual property listings placed in a particular Featured Property and;
    - 2.3.3.2 The number of times each property is nominated by You to appear in a particular Featured Property.

## 3 Property Products – Premium Listing

- 3.1 Product description:
  - 3.1.1 The Premium Listing Product ("Premium Listing") is an enhanced advert with a digital sticker applied on Our website in the natural search listings. You have the right to apply Premium Listing to any of Your property listings, provided they comply with Your Terms of Membership.
  - 3.1.2 We will format an individual property listing as a Premium Listing for:
    - 3.1.2.1 A period of 12 months for properties for sale or;
    - 3.1.2.2 The duration of the property's continuous listing on Our website if less than 12 months for properties to sell.
- 3.2 Product usage constraints:
  - 3.2.1 If a property listing formatted in Premium Listing is subsequently deleted by You, and is then uploaded again at a later date to Our platforms by You, it will not be shown by Us as a Premium Listing.

## 4 Brand Plus

- 4.1 Product description:
  - 4.1.1 Brand Plus ("Brand Plus") is where We apply a single brand logo to Your relevant property listings displayed on Our Website, excluding those property listings placed in Featured Property boxes.
- 4.2 Product pricing:
  - 4.2.1 We reserve the right to review the pricing which is applicable to You if the number of properties which You have listed on Our website changes significantly.
- 4.3 Product usage constraints:
  - 4.3.1 We reserve the right to remove a logo from Your property listings if the applied logo is not a unique trading style of Your business or if the logo does not belong to You.

## 5. The Spotlight Product

- 5.1. Product description:
  - 5.1.1. The Spotlight Product, "Spotlight", consists of an "Offer Summary". We will incorporate additional text contained within a text box positioned within Your property listings and Your profile pages displayed on Our website.
  - 5.1.2. We will apply Spotlight to all Your property listings.
- 5.2. Product usage constraints:
  - 5.2.1. The design, content, colour scheme and appearance of the text box will be determined by Us.
  - 5.2.2. We reserve the absolute right to create and apply guidelines that may restrict the content of the relevant Offer Summary and We may prevent advertising for certain services being contained within the Offer Summary.
  - 5.2.3. You will not at any time re-sell the Offer Summary and will not allow the display of material sourced from a third party within the Offer Summary unless that material forms an intrinsic element of Your proposition aimed at consumers who are Users of Our Website.
  - 5.2.4. You will provide consumers who are Users of Our Website with full details of any promotional offers contained within the Offer Summary by You upon reasonable request

#### 6. Marketing Products

- 6.1. "Marketing Products" means Banner and Email Campaign products. "Your Advertisement" means any image, text, website link or other material provided by You which We display on Our Website or broadcast to Users in Our email communications
- 6.2. Product usage constraints:
  - 6.2.1. You Warrant that You have good title to Your Advertisement and that Your Advertisement; is accurate and relevant; is of a professional and inoffensive nature; could not be considered misleading; complies with any recognised industry best practice; is to the best of Your knowledge free from known viruses, disabling programs and devices; is not in breach of any obligations of confidentiality or privacy; does not include specific comparisons with third parties who We perceive to be competitors of You or Your Client, or any other information that is specifically excluded by these Conditions or that We deem to be inappropriate to Your Membership.
  - 6.2.2. You Warrant that when reproduced or published by Us, Your Advertisement will not; breach any contract; fail to comply with any applicable law or regulation; infringe any copyright, trade mark, intellectual property or any other personal or proprietary right of any person, firm or corporate entity; render Us liable to any claim whatsoever; and that You will indemnify Us against any resulting third party claim, legal action or penalty should Your Advertisement not meet these Conditions.
  - 6.2.3. You agree that, where Your Advertisement includes any form of promotion or offer from You, the following text (or such alternative text which We approve in writing before it is used) must appear legibly within the advertisement "Conditions apply Contact advertiser for details". We reserve the right to amend any advertisement copy or layout which You submit to Us for publication to ensure that it complies with this condition.
  - 6.2.4. You warrant that, where Your Advertisement includes any form of claim, including but not limited to yields or investment performance, Your Advertisement must also include the basis of claim and provide clear direction to where supporting proof and information can be found.
  - 6.2.5. You warrant that, where Your Advertisement includes any form of claim, promotion or offer, You are able to provide on demand to Us or Our Users such supporting evidence, proof of claim and any terms and conditions which are applicable.
  - 6.2.6. We reserve the right to refuse or remove any Advertisement which, in Our opinion, is in breach or likely to breach these Terms or of our E-Marketing Best Practice Guidelines.
  - 6.2.7. Your Advertisement will appear in such relevant locations as We may in Our sole discretion provide to Users.
  - 6.2.8. You acknowledge that ability to view Your Advertisement will be dependent on the technical configuration of the User's computer or email service and as such We do not warrant that Your Advertisement will be received or visible to all Users. We will use reasonable endeavours and apply best practice to maximise compatibility and deliverability of your Advertisements.
  - 6.2.9. We reserve the absolute right in Our sole discretion to:
    - 6.2.9.1. Refuse to approve and display any particular designs of Advertisement; and/or
    - 6.2.9.2. Restrict the display of images, emblems and logos; and/or
    - 6.2.9.3. Refuse to apply any particular link to Your Advertisement; and/or
    - 6.2.9.4. Remove a logo or image from Your Advertisement if the applied logo or image is not a unique trading style of Your business or if You cannot prove to Our reasonable satisfaction that You have the right to display a logo or image which does not belong to You; and/or

6.2.9.5. Restrict the content of Advertisements and prevent advertising for certain services

6.2.10 If You ask Us to change any images, text, link or other details of Your Advertisement We reserve the right to limit such changes to 1 per calendar month for each Advertisement.

6.2.11 We reserve the right in Our sole discretion to modify, withdraw or suspend the availability of any Banner Product without prior notice. In the event that the product is withdrawn or suspended by Us, We will refund to You on a strictly pro-rata basis such proportion of any payment which You have already made in respect of the Search-Based Product, by reference to the time period during which the product was no longer made available to You by Us.