

## Terms of Use

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use which, together with our privacy policy, govern Active Sport & Entertainment Limited 's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

Please note that these terms and conditions apply to use of the website only – if you enter one of our events, your participation in that event will be governed by the terms and conditions of entry of that event.

The term 'Active Sport', 'us' or 'we' refers to Active Sport & Entertainment Limited, the owner of the website. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

- Comments will be moderated. Links to offensive sites will be removed.
- You retain ownership and responsibility for your comments. By commenting, you provide Active Sport a license in perpetuity to publish them in whole or part on any domains operated by us. Please note that this is to ensure that if we ever change domain names we are able to take your comments with us, rather than to use comments out of context.
- Disclaimer / liability: use of the website and/or the website service is at your own risk. The website and the website service is provided on an “as is” basis. To the maximum extent permitted by law: (a) Active Sport disclaims all liability whatsoever, whether arising in contract, tort (including negligence) or otherwise in relation to the website and/or the website service; and (b) all implied warranties, terms and conditions relating to the website and/or the website service (whether implied by statute, common law or otherwise), including (without limitation) any warranty, term or condition as to accuracy, completeness, satisfactory quality, performance, fitness for purpose or any special purpose, availability, non-infringement, information accuracy, interoperability, quiet enjoyment and title are, as between Active Sport and you, hereby excluded. In particular, but without prejudice to the foregoing, we accept no responsibility for the conduct of any user and/or account holder of the website and/or website service; any error, delay or failure in the transmission of any communication between users and/or account holders; any technical failure of the internet, the website and/or the website service; or any damage or injury to users or their equipment as a result of or relating to their use of the website or the website service. Your statutory rights are not affected.
- Active Sport will not be liable, in contract, tort (including, without limitation, negligence), under statute or otherwise, as a result of or in connection with the website and/or the website service, for any: (i) economic loss (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or (ii) loss of goodwill or reputation; or (iii) special or indirect or consequential loss.
- If Active Sport is liable to you directly or indirectly in relation to the website, that liability (howsoever arising) shall be limited to fifty pounds sterling (£50).
- Nothing in these terms shall be construed as excluding or limiting the liability of Active Sport for death or personal injury caused by its negligence or for any other liability which cannot be excluded by English law.

### **Copyright Notice**

Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following:

- you may print or download to a local hard disk extracts for your personal and non-commercial use only.

· you may copy the content to individual third parties for their personal use, but only if you acknowledge the website as the source of the material.

You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

## **PRIVACY POLICY**

This Privacy Policy sets out the data processing practices carried out through the use of the internet and any other electronic communications networks by Active Sport & Entertainment Limited (company number 10225082) of Tintagel House, 92 Albert Embankment, London, SE1 7TY . Active Sport & Entertainment Limited is the controller and responsible for your personal data (referred to as "Active Sport", "we", "us" or "our" in this privacy notice)

We are committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

We may change this policy from time to time by updating this page. This policy is effective from 8 August 2019.

### **Contact Details**

Our full details are:

Full name of legal entity: Active Sport & Entertainment Limited

Name or title of our data privacy champion: Ali Foster

Email address: [contact@active-sport.com](mailto:contact@active-sport.com)

Postal address: Active Sport, Tintagel House, 92 Albert Embankment, London, SE1 7TY.

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

## **1 What We Collect**

1.1 Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

1.2 We collect personal information from visitors to this website and people who sign up to our events which we have grouped together as follows:

- (a) Identity Data such as first name, last name and date of birth;
- (b) Contact Data such as address, email address and telephone numbers;
- (c) Technical Data such as internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website;
- (d) Usage Data such as information about how you use our website, products and services;
- (e) Marketing and Communications Data such as your preferences with regards to receiving marketing from us;
- (f) Profile Data such as your username and password, purchases or orders made by you, your interests, preferences; and
- (g) Medical Data such as any medical conditions and/or disabilities

## **2 How We Collect Your Personal Data**

2.1 We use different methods to collect data from and about you including through:

(a) Direct interactions. You may give us your Identity, Contact, and Marketing and Communications Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:

- subscribe to our service or publications;
- request marketing to be sent to you;
- sign up to one of our events;
- enter a competition, promotion or survey; or
- give us some feedback.

(b) Indirect Interactions. From someone else acting on your behalf, for example when an entrant to one of our events puts you down as an emergency contact detail or if a parent or guardian has purchased an entry place for you at one of our events.

(c) Automated technologies or interactions. As you interact with our website(s), we may automatically collect Technical and Usage Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, and other similar technologies. Please see the section on cookies below.

### 3 Use of Personal Information

3.1 We process personal information collected for the purposes of:

- (a) providing and personalising our services;
- (b) dealing with your enquiries and requests;
- (c) maintaining information as a reference tool or general resource;
- (d) carrying out market research campaigns; and
- (e) providing you with information about products and services.

3.2 We may use your data to send you information regarding our products or services, but only if you specifically consent to receiving such marketing materials. You may withdraw your consent to receive these marketing materials at any time by selecting the unsubscribe button on all communications sent to you by us.

3.3 We may also use and disclose information in aggregate (so that no individuals are identified) for marketing and strategic development purposes.

3.4 We have set out below, all the ways we use your personal data, and the legal bases on which we rely to do so.

<b>PURPOSE</b>	<b>CATEGORY OF DATA</b>	<b>LAWFUL BASIS FOR PROCESSING INCLUDING BASIS OF LEGITIMATE INTEREST</b>
To register you as a new customer	(a) Identity (b) Contact	Performance of a contract with you
To process your order and provide you with our services	(a) Identity (b) Contact (c) Medical Data (d) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests
To enable you to partake in a prize draw, competition or complete a survey	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to study how customers use of products / services, to develop them and grow our business)

Administering and protecting our business and our websites (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To manage our relationship with you, for example, notifying you of changes to our privacy policy	(a) Identity (b) Contact	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated)
To use data analytics to improve our website, marketing, customer relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests (to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To deliver relevant marketing materials to you (in the form of our newsletter) and to measure or understand the effectiveness of the advertising we serve to you	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications (f) Technical	Consent (you will only receive our newsletter where you have separately consented to doing so. You may remove your consent at any time by following the opt-out links which can be found on all communication we will send to you)

Where we process special categories of data other legal bases for processing may apply including, for example for the provision of medical care and treatment.

## 5 Marketing

5.1 Future Events. We will ask for your specific consent regarding your preferences around whether you would like to receive information around our future events. You can withdraw your consent to receive information at any time by clicking the unsubscribe link in emails from Active Sport.

5.2 Specific Event Information. Where you sign up to one of our events we will ask you whether you would like to receive event specific information to maximise your event experience. These communications may include relevant materials from our partners, however we will not pass on your personal information to these partners. You can withdraw your consent to receive information and offers from our partners at any time by clicking the unsubscribe link in emails from Active Sport.

5.3 Third-Party Marketing. We will always get your express opt-in consent before we share your personal data with any company outside of our company for marketing purposes. We will specifically mention the companies with whom we may share your personal data with at the point of asking for your consent.

## **6 Who We May Share Your Data With**

6.1 Other companies in our group;

6.2 Professional Advisers;

6.3 Regulatory Authorities;

6.4 Our contractors and suppliers, where they process personal data on our behalf; and

6.5 Our partners, but only where you have consented.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

## **7 Security**

7.1 We take the security of your information very seriously, and have controls and processes to minimise the risk of a data breach occurring, though you must take responsibility when visiting other websites, even if following a link to them from our website.

7.2 We have put in place procedures to deal with any suspected or actual personal data breach and will notify you or the appropriate regulator where we are legally required to do so, and we will make all efforts to minimise the impact.

7.3 We use some companies to process information which are based overseas and outside Europe. We ensure that they have strict checks and controls in place to keep your information safe.

## **8 Document Retention**

8.1 We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

8.2 To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

## **9 Access Right**

9.1 Under certain circumstances, you have rights under data protection laws in relation to your personal data such as:

- (a) Requesting access to your personal data;
- (b) Requesting a correction to your personal data;
- (c) Requesting erasure of your personal data;
- (d) Objecting to the processing of your personal data;
- (e) Requesting a restriction on the processing of your personal data;
- (f) Requesting a transfer of your personal data; and/or
- (g) Your right to withdraw your consent.

9.2 If you wish to exercise any of these rights please email us at [contact@active-sport.com](mailto:contact@active-sport.com). No fee is usually required to exercise your rights under data protection law, however we may charge £10 if your request is clearly unfounded, repetitive, excessive or if you require further copies of the information that we have already sent you.

## **10 Internet-Based Transfers**

10.1 Given that the Internet is a global environment, using the Internet to collect and process personal data necessarily involves the transmission of data on an international basis. Therefore, by browsing this Website and communicating electronically with us, you acknowledge and agree to our processing of personal data in this way.

## **11 How we use cookies**

11.1 A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

11.2 We use Google Analytics cookies to identify which pages are being used. This helps us analyse data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

11.3 Overall, cookies help us provide you with a better website by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

11.4 You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

11.5 Google Analytics is used by millions of websites the world over and these anonymised cookies help us see how people use our site, including where people find out about us, which pages they visit and how long they spend on the site. For an overview of privacy at Google, click [here](#).

## **12 Changing your cookie settings**

12.1 Most web browsers allow some control of most cookies through the browser settings. To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit [www.allaboutcookies.org](http://www.allaboutcookies.org).

12.2 To opt out of being tracked by Google Analytics across all websites visit [tools.google.com/dlpage/gaoptout](http://tools.google.com/dlpage/gaoptout).

## **13 Links to other websites**

13.1 Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.