

[ACCEPTABLE USE POLICY](#)

[PRIVACY POLICY](#)

[TERMS AND CONDITIONS OF SUPPLY](#)

[TERMS OF APPLICATION AND MOBILE USE](#)

ACCEPTABLE USE POLICY

[Back To Top](#)

This acceptable use policy sets out the terms between you and us under which you may access our website and/or application (together **our Application**). This acceptable use policy applies to all users of, and visitors to, our Application.

Your use of our Application means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our [terms of Application use](#).

The Application is operated by Sportsman Ltd (**we** or **us**). We are registered in the Isle of Man under company number 124566C and we have our registered office at Second Floor Atlantic House 4-8 Circular Road Douglas Isle of Man IM1 1AG. Our Isle of Man VAT number is 003564900.

Prohibited uses

You may use our Application only for lawful purposes. You may not use our Application:

- in any way that breaches any applicable local, national or international law or regulation.
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our [content standards](#).
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- for the purpose of harming or attempting to harm minors in any way.

you also agree:

- not to reproduce, duplicate, copy or re-sell any part of our Application in contravention of the provisions of our [terms of Application use](#).
- not to access without authority, interfere with, damage or disrupt:
- any part of our Application
- any equipment or network on which our Application is stored;
- any software used in the provision of our Application; or
- any equipment or network or software owned or used by any third party.

Interactive services

We may from time to time provide interactive services on our Application including, without limitation:

- Chat rooms.
- Bulletin boards.

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services is not permitted by minors.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

Content standards

[Back To Top](#)

These content standards apply to any and all material which you contribute to our Application (**Contributions**), and to any interactive services associated with it.

You must comply with the spirit of the following standards as well as the letter of them. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Suspension and termination

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our Application. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the [terms of use](#) upon which you are permitted to use our Application and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Application
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our Application
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

Changes to the acceptable use policy

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our Application.

PRIVACY POLICY

[Back To Top](#)

Sportsmann Ltd ("We") are committed to protecting and respecting your privacy.

This policy (together with our [terms of use](#) and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of the Data Protection Act 1998 (the **Act**), the data controller is Isle of Man Office of Data Protection Supervisor of PO Box 69, Douglas, Isle of Man IM99 1EQ.

Our nominated representative for the purpose of the Act is London Registrars Plc of 4th Floor, Haines House, 21 John Street, London WC1N 2BP.

Information we may collect from you

We may collect and process the following data about you:

- Information that you provide by filling in forms on Sportsmann's Spot The Ball (**our Application**). This includes information provided at the time of registering to use our Application, subscribing to our service, posting material or requesting further services.
- We may also ask you for information when you report a problem with our Application.
- If you contact us, we may keep a record of that correspondence.
- We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
- Details of transactions you carry out through our Application and of your Entries to our Game.
- Details of your visits to our Application including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.

IP addresses

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

Where we store your personal data

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. We will keep your personal data securely and in line with relevant data protection and privacy, in order to protect our customers and ourselves from fraud, we share your data with our appointed anti-fraud and compliance service providers, the data is used to make automated and manual decisions about whom we deal with and on what terms. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our Application, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our Application; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Uses made of the information

We use information held about you in the following ways:

- To ensure that content from our Application is presented in the most effective manner for you and for your device/computer.
- To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.
- To carry out our obligations arising from any contracts entered into between you and us.
- To allow you to participate in interactive features of our service, when you choose to do so.
- To notify you about changes to our service.

We may also use your data, or permit selected third parties to use your data, to provide you with information about goods and services which may be of interest to you and we or they may contact you about these by post or telephone.

If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous interaction with you.

If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this.

If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please untick the relevant box situated on the form on which we collect your data or unsubscribe via the received email.

We do not disclose information about identifiable individuals to our advertisers, but we may provide them with aggregate information about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in certain geographical areas). We may make use of the

personal data we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.

Disclosure of your information

We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

We may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If Sportsmann Ltd or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our [terms of use](#) or [terms and conditions of supply](#) and other agreements; or to protect our rights, property, or safety of our customers or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

Your rights

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at support@sportsmann.co.uk.

Our Application may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

Access to information

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

Changes to our privacy policy

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

Contact

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to support@sportsmann.co.uk.

TERMS & CONDITIONS OF SUPPLY

[Back To Top](#)

This page (together with the documents referred to on it) tells you the terms and conditions on which you play the Sportsmann's Spot The Ball competition (**Competition**), on our website www.sportsmann.co.uk and on our official app store application Sportsmann's Spot The Ball (the Application and application being together our Application). Please read these terms and conditions carefully and make sure that you understand them, before entering the Competition. You should understand that by entering the Sportsmann's Spot The Ball Competition, you agree to be bound by these terms and conditions and the [Rules of the Game](#).

You should print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" on the registration page if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to enter the Competition. You must also agree to abide by the Rules of the Game.

1. **Information about us**

1. We operate the website www.sportsmann.co.uk and the app store application Sportsmann's Spot The Ball. We are Sportsmann Ltd, a company registered in the Isle of Man under company number 124566C and with our registered office at Second Floor Atlantic House 4-8 Circular Road Douglas Isle of Man IM1 1AG. Our Isle of Man VAT number is 003564900.
2. The Game is an official Sportsmann product.

2. **Rules of the Game**

1. By using our Application, you indicate that you accept and agree to abide by the [Rules of the Game](#). The Rules of the Game form part of these terms and conditions of supply. When using our Application, you must comply with the provisions of the Rules of the Game.

3. **Service availability**

1. Our Application is only intended for use by people Worldwide without restriction to country of residence.

4. **Your status**

1. By making an Entry through our Application, you warrant that:
 1. you are legally capable of entering into binding contracts; and
 2. you are at least 18 years old;
 3. you are resident in one of the countries listed in clause [3.1](#) above; and
 4. you are accessing our Application from one of the countries listed in clause [3.1](#) above; and
 5. you are not in a country where online games are prohibited.
2. We will not be held responsible if you enter the Competition unlawfully. If you are in any doubt you should immediately leave the Application and check with the relevant authorities in your country.
3. You must ensure that you comply with all and any laws and regulations which may affect you.

4. If you win, you are responsible for paying any tax or levy raised on the Prize in any relevant jurisdiction.
5. Transport to collect the prize is not included unless it is clearly stated otherwise.

5. How the contract is formed between you and us

1. When you are ready to purchase credits for the Game follow the on-screen instructions to provide your contact details and your debit or credit card details or mobile phone credit details. You will need to check your details carefully. When you create your Player's Account, you will confirm that you have read and understood the Rules of the Game. When your payment has been accepted we will then contact you by email to confirm your entry into the Game. Please note that your entry into the Game is subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that your entry has been accepted (Confirmation). The contract between us (Contract) will only be formed when we send you the Confirmation and credits have been added to your Account.
2. The Contract will relate only to the entry we have confirmed in the Confirmation.

6. Your Account

1. To play in our Competitions you need to open an account (**Account**). You can open an Account by following the instructions.
2. You are responsible for ensuring your details are correct and keeping them updated on the site if they change. For details about how we protect your personal information, see our [Privacy Policy](#).
3. You must choose a password when you open an Account and you must keep your user name and password secret. You should change it regularly.
4. All transactions where your username and password have been entered correctly will be regarded as genuine, whether or not authorised by you, and we shall not be liable for any claims in the event that you disclose either your username or password to anyone. It is your sole responsibility to maintain the confidentiality of your password and you are responsible for all activity that occurs under your username and password. You should notify us of any unauthorised use of your password and any breach of security as soon as you become aware of it.
5. To add credits to your Account follow the links on our Application.
6. When making payments into your Account, the name and address of the cardholder must be yours. To help us combat fraud efficiently, it may be necessary for us to request personal identification from you in order to verify your registration details.
7. We will credit your Account with your deposits. We are not a bank and monies deposited with us are held in a normal bank account in our name. We do not offer credit.
8. The minimum deposit is 1 GBP and the maximum amount that can be on your account at any one time is the equivalent of 1,000 GBP. You can only place pixel selections up to the amount available in your Account. Credits in your Account do not bear interest and are deemed to be advance payments for intended transactions.
9. All credits purchased are non-refundable and will expire 12 months from the date of purchase.

7. Our status

1. We may provide links on our website to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products or services you purchase from third party sellers through our Application, or from companies to whose website we have provided a link on our Application, will be of satisfactory quality, and any such warranties are **DISCLAIMED** by us absolutely. This **DISCLAIMER** does not affect your statutory rights against the third party seller. If you would like information about your legal rights you should contact your local trading standards or citizens advice bureau or equivalent consumer body in your country.

8. Availability and delivery

1. We shall use endeavours to award the prizes for the Competition to the correct entrant. If due to reasons of hardware, software or other computer related failure, or due to human error the prize is awarded incorrectly, we reserve the right to reclaim the Competition prize and award it to the correct entrant, at our sole discretion and without admission of liability. We shall not be liable for any economic or other consequential loss suffered or sustained to any persons to whom an award has been incorrectly made, and no compensation shall be due.
2. We may, at our absolute discretion, decide that insufficient entries have been received for a particular Competition and if so we shall refund your entry credits for that particular Competition to your Player Account.
3. The results of Competitions will where possible be available on our Application within 7 days of the Finish Time for each Game, as defined in the Rules.

9. Responsible Gaming

1. Whilst you are, and shall remain, responsible for any losses you incur as a result of your use of the website by playing in the Competition, we take our commitment to responsible gaming seriously. If therefore, in our reasonable opinion, you are at risk of developing a problem controlling your gaming, we reserve the right to suspend and/or close your account with us.
2. Please see <http://www.gambleaware.co.uk> for information about problem gambling and contact us on support@sportsmann.co.uk if you want us to block your account.

10. Price and payment

1. The price of entering the Competition will be as quoted on our Application from time to time, except in cases of obvious error.
2. Prices are as advertised on each Competition and are inclusive of any local taxes.
3. The Entry Fee is liable to change at any time, but changes will not affect Entries in respect of which we have already sent you a Confirmation.
4. We may offer promotions from time to time at reduced or no Entry Fee and in such cases these Terms and Conditions and the Rules of the Game will still apply.
5. Payment for all Services must be via app store or credit or debit card. We accept payment with the following:
 - Visa Credit
 - Visa Debit
 - Mastercard
 - Mastercard Debit
 - Maestro Domestic

- JCB
 - Diners
 - Discover
 - Amex
6. Some banks and credit card providers may regard credits to your Account as cash advances and may charge you a cash advance fee and/or interest on deposits into your Account. It is your responsibility to pay any fees and charges levied by your bank or credit card provider.

11. Our liability

1. Subject to clause [11.4](#), if we fail to comply with these terms and conditions, we shall only be liable to you for the value of the Competition entry fee.
2. Any server or service provider is not an agent of either you or us but is only a conduit for your entries to the Competition and any such server or service provider shall not be liable for any loss caused by the failure to deliver your entry to us. We shall not be held responsible for any damage or problems caused with any equipment howsoever arising as a result of your participation in the Competition or in downloading any information from our Application and will not accept any liability for undelivered entries.
3. Subject to clause [11.4](#), we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories even if such losses result from our deliberate breach:
 0. loss of income or revenue;
 1. loss of business;
 2. loss of profits;
 3. loss of anticipated savings;
 4. loss of enjoyment;
 5. loss of data; or
 6. waste of management or office or personal time.
4. Nothing in this agreement excludes or limits our liability for:
 0. death or personal injury caused by our negligence;
 1. fraud or fraudulent misrepresentation;
 2. any breach in the UK of the obligations implied by section 2 of the Supply of Goods and Services Act 1982;
 3. defective services in the UK under the Consumer Protection Act 1987;or
 4. any deliberate breaches of these terms and conditions that would entitle you to terminate the Contract; or
 5. any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

12. Restrictions

1. Please note that you must comply with all applicable laws and regulations of the country from which you are playing the Competition. We will not be liable for any breach by you of any such laws.

13. Written communications

1. Applicable laws require that some of the information or communications we send to you should be in writing. When using our Application, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our Application. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other

communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

14. Notices

1. All notices given by you to us must be given to Sportsmann Ltd at support@sportsmann.co.uk. We may give notice to you at either the e-mail or postal address you provide to us when you make an Entry, or in any of the ways specified in clause 13 above. Notice will be deemed received and properly served immediately when posted on our Application, we will endeavour to respond to notices as quickly and efficiently as possible, In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

15. Transfer of rights and obligations

1. The contract between you and us is binding on you and us and on our respective successors and assignees.
2. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
3. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

16. Events outside our control

1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).
2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
 0. strikes, lock-outs or other industrial action;
 1. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 2. fire, explosion, storm, flood, earthquake, subsidence or other natural disaster;
 3. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 4. impossibility of the use of public or private telecommunications networks;
 5. the acts, decrees, legislation, regulations or restrictions of any government; and
 6. pandemic or epidemic.
3. Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

17. Waiver

1. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
2. A waiver by us of any default will not constitute a waiver of any subsequent default.
3. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause [14](#) above.

18. Severability

1. If any court or competent authority decides that any of the provisions of these terms and conditions or any provisions of a Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

19. Entire agreement

1. These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.
2. We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.
3. Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.
4. Nothing in this clause limits or excludes any liability for fraud.

20. Our right to vary these terms and conditions

1. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
2. You will be subject to the policies and terms and conditions in force at the time that you play our Game, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority, or if we notify you of the change to those policies or these terms and conditions before we send you the Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions).

21. Law and jurisdiction

1. Contracts for Entries to our Game through our Application and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims)

will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

22. **Third party rights**

1. A person who is not party to these terms and conditions or a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

23. **Apple**

1. Apple does not sponsor this competition and Apple is not affiliated with this competition in any way.

TERMS OF APPLICATION AND MOBILE USE

[Back To Top](#)

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our Application or our App Store Application (together our Application), whether as a guest or a registered player. Please read these terms of use carefully before you start to use the Application. By using our Application, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our Application.

Rules of the game

By using our Application, you indicate that you accept and agree to abide by the [Rules](#) of the Game. If you do not agree to the Rules of the Game, please refrain from using our site. When using our Application, you must comply with the provisions of the Rules of the Game.

Information about us

The Sportsman's Spot The Ball Application is operated by Sportsman Ltd. ("we", "our" or "us"). We are registered in the Isle of Man under company number 124566C and have our registered office at Atlantic house 4-8 Circular Road Douglas Isle of Man IM1 1AG. Our Isle of Man VAT number is 003564900.

Accessing our application

Access to our Application is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Application without notice (see below). We will not be liable if for any reason our Application is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our Application, or our entire Application, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

When using our Application, you must comply with the provisions of our [acceptable use policy](#).

You are responsible for making all arrangements necessary for you to have access to our Application. You are also responsible for ensuring that all persons who access our Application through your internet connection or mobile device are aware of these terms, and that they comply with them.

Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our Application, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Application for your personal reference and you may draw the attention of others to material posted on our Application.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our Application must always be acknowledged.

You must not use any part of the materials on our Application for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Application in breach of these terms of use, your right to use our Application will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Reliance on information posted

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Application or by anyone who may be informed of any of its contents.

Our application changes regularly

We aim to update our Application regularly, and may change the content at any time. If the need arises, we may suspend access to our Application, or close it indefinitely. Any of the material on our Application may be out of date at any given time, and we are under no obligation to update such material.

Our liability

The material displayed on our Application is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Application or in connection with the use, inability to use, or results of the use of our Application, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office or personal time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Information about you and your visits to our application

We process information about you in accordance with our [privacy policy](#). By using our Application, you consent to such processing and you warrant that all data provided by you is accurate.

Transactions concluded through our application

Contracts for the supply of services through our Application or as a result of visits made by you are governed by our [terms and conditions of supply](#).

Uploading material to our application

Whenever you make use of a feature that allows you to upload material to our Application, or to make contact with other users of our Application, you must comply with the content standards set out in our [acceptable use policy](#). You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to our Application will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third

party who is claiming that any material posted or uploaded by you to our Application constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our Application.

We have the right to remove any material or posting you make on our Application if, in our opinion, such material does not comply with the content standards set out in our [acceptable use policy](#).

Viruses, hacking and other offences

You must not misuse our Application by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Application, the server on which our Application is stored or any server, computer or database connected to our Application. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence in the United Kingdom under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Application will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Application or to your downloading of any material posted on it, or on any website linked to it.

Linking to our website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our website must not be framed on any other site, nor may you create a link to any part of our website other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our [acceptable use policy](#).

If you wish to make any use of material on our Application other than that set out above, please address your request support@sportsmann.co.uk.

Links from our application

Where our Application contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of

those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Jurisdiction and applicable law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, use of our Application although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our Application.

Your concerns

If you have any concerns about material which appears on our Application, please contact support@sportsmann.co.uk

Thank you for using our Application.