

## **Terms and Conditions for using Racetek Live.**

### **Terms of website use**

These terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website [racetek-live.co.uk](http://racetek-live.co.uk) (our site), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

We are Racetek Live which is a trading name of Racetek Limited.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

### **Registering Details**

You must be at least 13 years old to register for Racetek Live and must be 18 or over to actually make and pay for races. If entering a person under 18 years of age you must obtain permission from the parent or legal guardian of the person you are entering.

### **Receiving Emails**

To register for Racetek Live you must provide a valid email address so we can send you confirmation of your registration you make. If you have a Spam Filter enabled for your email account please make sure that our domain name of [racetek-live.co.uk](http://racetek-live.co.uk) is set as a valid sender so that these emails do not get blocked.

### **Currency of Purchase**

All transactions will be conducted in Pounds Sterling.

### **Cancelling of goods purchased**

You have a statutory right to cancel the purchase of any goods through Racetek Live within 14 calendar days of your purchase by emailing us at [contact@racetek-live.co.uk](mailto:contact@racetek-live.co.uk).

## **Data Protection**

The personal data and entry / membership specific information you give can and will be used by both Racetek Live and the Event organisers for the purpose of managing Events (including emergencies relating thereto), processing and publishing entries and results. Racetek Live will not pass this data to any other third party.

## **GDPR**

We have reviewed the purposes of our processing activity and selected the most appropriate lawful basis for it.

Our lawful basis is: 'the individual has given clear consent for us to process their personal data for a specific purpose'.

Therefore - if you are planning to use the Racetek Live application to store and utilise personal data for the purpose of race timing, it is **essential** that prior to doing this, you gain explicit consent from the data subject (the competitor) that you are doing this, as well as explaining how and where it will be stored. (securely, on the Racetek servers).

As stated above, we will not share personal data stored with us with any other 3<sup>rd</sup> parties.

We have checked that the processing is necessary for the relevant purpose, and are satisfied that there is no other reasonable way to achieve that purpose.

## **Changes to these terms**

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

## **Changes to our site**

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site or app, or any content on it, will be free from errors or omissions.

### **Accessing our site**

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **Your account and password**

If you choose, or you are provided with a password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any username or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your password, you must promptly notify us at [tech@racetek-live.co.uk](mailto:tech@racetek-live.co.uk).

### **Intellectual property rights**

We are the owner or the licensee of all intellectual property rights in our site, 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 site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

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 content on our site must always be acknowledged.

You must not use any part of the content on our site 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 site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **No reliance on information**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

### **Limitation of our liability**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site or mobile application; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

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

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

We provide technology that should be used for timing purposes only. Racetek Live products and services should not be used in any safety critical systems. We shall not be liable for any injury or loss to the participant of an event where Racetek live systems are being used relating (directly or indirectly) to (i) the conduct, organisation, delivery or operation of the Event or (ii) Any hardware or software failure of a Racetek live system.

We accept no duty of care whatsoever for the participants of an event where Racetek live systems and technology are being used, this remains solely the responsibility of the organiser.

We do not give any warranty (express or implied) with regard to the use of the system in an event.

We recommend the use of a manual back up for timing purposes.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods or services by use to a competitor, which will be set out in the terms and conditions of you as an event organiser.

### **Linking to our site**

You may link to our website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

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.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our site other than that set out above, please contact us.

### **Third party links and resources in our site**

Where our site 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.

### **Applicable law**

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

### **Contact us**

To contact us, please email [contact@racetek-live.co.uk](mailto:contact@racetek-live.co.uk).

Thank you for visiting our site.