

# Terms and Conditions

## 1. Introduction

1.1. This website is operated by South East Supercar Club.

Please read our Privacy Policy in conjunction with these Terms and Conditions.

1.2. Your use of the Website is subject to the following Terms & Conditions of Use, which you are deemed to accept by using the Website. If you are not prepared to comply with these terms you must leave the website immediately.

1.3. Additional terms shall apply:

1.3.1. to any purchases you make through the Website;

1.3.2. to any booking you make through the Website; and

1.3.3. where you are given an opportunity to place advertisements for goods or services on the Website.

## 2. Copyright

The copyright and all other rights in the material on the Website are owned by South East Supercar Club or are included with the permission of the owner of the rights. As a visitor to the Website, you may download a single copy of the material on the Website on a single computer for your own private viewing/listening purposes only. Single copies of pages from the Website may be printed out for the sole purposes of enabling the person printing the page to retain a copy for their own personal records. No copying or distribution of material on the Website for any commercial or business use is permitted without our prior written consent. No photography, filming, broadcast, alteration or modification of the pages of the Website is permitted without our prior written consent except as may be reasonably necessary to use the Website in good faith. Subject to this paragraph, all rights in material on the Website are reserved to South East Supercar Club.

## 3. Prohibited use

You agree not to use the Website:

- to create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from the Website except where expressly permitted on the Website;
- to disseminate advertisements on the Website or use the Website for any other commercial purposes (which would include using the Website to promote or encourage the sale of your goods/services);
- to place links on the Website where those links take users to unlawful material or material that contravenes these Terms and Conditions;
- to transmit or re-circulate any material obtained from the Website to any third party except where expressly permitted on the Website;
- in such a way so as to remove the copyright or trade mark notice(s) from any copies of any material made in accordance with these Terms and Conditions;
- to disseminate any unsolicited or unauthorised advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
- to disseminate any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- to disseminate any material which is or may infringe the rights (including intellectual property rights) of any third party or be unlawful, threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy, which may cause annoyance or inconvenience or may restrict or inhibit the use of the Website by any person or which constitutes or encourages conduct that may be considered a criminal offence or give rise to civil liability in any country in the world;
- to disseminate any material which compromises the privacy or security of anyone other than yourself;
- to disseminate any material which does or may bring South East Supercar Club or any of its brands or subsidiaries into dispute or in any way damage their reputation;
- to disseminate any material where use of the material by South East Supercar Club, or any third party licensed or permitted by South East Supercar Club, will give rise to any third party claims; or
- to post link(s) that take users to material that contravenes any of the above restrictions.

#### **4. User Generated Content**

4.1. The pages of the Website where you are capable of posting content are provided for your private, non-commercial exchange of lawful, relevant, fair and appropriate information, opinions and comment. Use of the Website that is inconsistent with those stated purposes is strictly prohibited. By submitting any content to the Website, you:

4.1.1. grant South East Supercar Club the right to use such content and all material embodied therein for any purposes including, without limitation, to edit, copy, reproduce, translate, disclose, post and/or remove such content from the Website and hereby waive all of the moral rights that you have under Chapter IV of the Copyright, Design and Patents Act 1988 in respect of any material you post to the Website;

4.1.2. warrant to South East Supercar Club that all such content complies with the provisions of Clause 3; and

4.1.3. acknowledge that South East Supercar Club may require you to confirm the above rights and warranties and agree to do so within 7 days of any request from South East Supercar Club.

4.2. South East Supercar Club reserves the right (but not the obligation) at its sole discretion to refuse, review edit, move or remove any content that is posted to, or available on, the Website without the need to give any reasons for doing so. However, South East Supercar Club will not review the materials that you or anyone else makes to the Website and therefore, unless we are specifically notified of the nature of any item of content, you cannot assume that South East Supercar Club is aware of it. If you object to the publication of any material placed on the Website please contact South East Supercar Club using the contact details shown in our Privacy Policy and we will take whatever action we deem appropriate.

4.3. South East Supercar Club accepts no responsibility for any statements, material or other submissions placed on our online forums by you or any third party, or for any loss or damage resulting from your breach of these Terms and Conditions.

## **5. Use of Software**

5.1. Copyright in any software that is made available for download from the Website and/or the South East Supercar Club materials belongs to South East Supercar Club or its suppliers. Your use of the software is governed by the terms of any licence agreement that may accompany or be included with it. Do not install or use any software unless you agree to such licence agreement.

## **6. Links to other websites**

6.1. You may link to the Website but strictly only on the basis that you do not replicate the pages of the Website, and subject to the following conditions:

6.1.1. you do not create a frame or any other browser or border environment around the Website;

6.1.2. you do not in any way imply any endorsement by South East Supercar Club other than with its written consent or misrepresent your relationship with South East Supercar Club;

6.1.3. you do not use any logos or trademarks displayed on the Website without the express written permission of South East Supercar Club;

6.1.4. you do not link from a website that is not owned by you; and

6.1.5. your website does not contain content that is distasteful, offensive or controversial, that infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

## **7. Trade Marks**

7.1. All South East Supercar Club trade marks (whether registered or unregistered) and graphics, logos, designs, page headers and button icons are the intellectual property rights of South East Supercar Club and neither they nor any confusingly similar versions may be used by you including (but not limited to) as part of any trademarks and/or domain names without the prior written consent of South East Supercar Club other than for the purpose of referring to South East Supercar Club and its associated brands lawfully and in good faith (only).

## **8. Registration**

8.1. To access certain parts of the Website, South East Supercar Club may require you to register and provide certain information about yourself. Such registration shall be subject to specific terms of registration. Where you register you also agree to:

8.1.1. provide true, accurate, current and complete information about yourself as prompted by the relevant registration form (such information being the "Registration Data"); and

8.1.2. maintain and promptly update the Registration Data to keep it fully up to date.

8.2. Where information (including sensitive financial or personal information) is provided to South East Supercar Club (whether directly through the Website or otherwise) you accept that these methods of communication cannot be 100% secure. Where sensitive financial information is provided to South East Supercar Club it uses encryption software to attempt to prevent unauthorised access to this information being obtained. However, South East Supercar

Club cannot accept any responsibility or liability for any damages (other than liability for death or physical injury arising out of the negligence of South East Supercar Club or its officers or any liabilities that cannot, as a matter of law, be excluded) arising from the misuse or loss of data or information submitted by you to South East Supercar Club directly through the Website or otherwise. The provision of personal information by you and use of it by South East Supercar Club is subject to South East Supercar Club's Privacy Policy.

8.3. Where you register on the Website, you will be allocated login details. These account details must be used solely by you; sharing your user name and password with any other person or making it available to multiple users on a network is strictly prohibited. Accordingly, you agree to:

8.3.1. maintain the security of your user name and password and be fully responsible for all use of the Website made using your user name and password;

8.3.2. immediately notify South East Supercar Club if you become aware of any unauthorised use of your user name and password or any other breach of security by sending an appropriately worded email to the contact details shown in our Privacy Policy.

8.3.3. ensure that you exit from your website account at the end of each session. South East Supercar Club cannot and will not be liable for any losses, damages or costs arising from your failure to comply with these requirements.

## **9. Disclaimer**

9.1. Whilst South East Supercar Club endeavours to ensure that the Website is normally available 24 hours a day, due to the inherent nature of the Internet, errors, interruptions and delays may occur in the service at any time. Accordingly, the Website is provided on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind and we do not accept any liability arising from any interruption in availability. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for any other reasonable cause.

9.2. You acknowledge that whilst South East Supercar Club endeavours to ensure that information on the Website and any related material provided to you by South East Supercar Club, whether by email or otherwise ("the South East Supercar Club Materials") is accurate and complete, it is provided only for general information, is not intended to address your particular requirements and does not constitute any form of advice or recommendation by South East Supercar Club. You acknowledge that the information on the

Website does not necessarily reflect the views and opinions of South East Supercar Club or any of its brands and that the South East Supercar Club Materials should not be relied upon by you in making (or refraining from making) any specific investment or other business or personal decisions and acknowledge that professional advice should be obtained before making any such decision.

9.3. You acknowledge that some of the content may be supplied by third parties and the accuracy and completeness of it will not have been checked by South East Supercar Club. No liability shall be accepted by South East Supercar Club for any inaccuracy or omission in the information provided on the Website or the South East Supercar Club Materials. All implied warranties are excluded from these Terms and Conditions to the extent that they may be excluded as a matter of law.

9.4. South East Supercar Club will use reasonable endeavours to ensure that the Website and the South East Supercar Club Materials do not contain or promulgate any viruses or other malicious code. However, it is recommended that you should virus check all such materials and regularly check for the presence of viruses and other malicious code. South East Supercar Club excludes to the fullest extent permitted by applicable laws all liability in connection with any damage or loss caused by computer viruses or other malicious code originating or contracted from the Website or the South East Supercar Club Materials.

9.5. South East Supercar Club will not be liable for any damages (including, without limitation, damages for loss of the profits) arising in contract, tort or otherwise from your use or inability to use the Website or any content or from any action taken (or refrained from being taken) as a result of using the Website or any content of it, including in respect of infringement of third party rights arising from the your use of the content.

9.6. Links on the Website to third party websites are provided solely for your convenience. If you use these links, you leave the Website. South East Supercar Club has not reviewed these third party websites and does not control and is not responsible for these websites or their content or availability. South East Supercar Club therefore does not endorse or make any representations about them, or any material found on them, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk. Please note that South East Supercar Club gives no warranty that links to third party sites on the Site shall be marked as such.

9.7. The Website may contain links to third party websites where you may purchase items. You acknowledge that when making a purchase from a third party website you enter into a contract with that third party at your own risk

and South East Supercar Club will bear no liability for that contract. Please note that third parties may operate such shopping sites with reference to the name of the Website, but that does not mean that South East Supercar Club are responsible for their conduct or any contracts that you enter into with them.

9.8. The Website may from time to time contain advertising and sponsorship. South East Supercar Club is not responsible for either the content of the material provided by such advertisers and sponsors or their compliance with voluntary or statutory codes or provisions. In particular, South East Supercar Club can provide no warranty that it will not take advertisements or sponsorship from your competitors.

## **10. Suspension of access to the Website and User Indemnities**

10.1. If, for any reason, South East Supercar Club believes that you have not complied with any of these Terms & Conditions it may, at its sole discretion, suspend or cancel your access to all or some of the Website immediately and without giving you any advance notice.

10.2. Without prejudice to the provisions of Clause 10, you agree to compensate South East Supercar Club in respect of any claims, losses, expenses and/or liabilities (including legal fees) which arise from your use of the Website and/or the South East Supercar Club Materials (or by a third party using your user name and password) including in particular (but not limited to) any statements, contributions or other content posted on the Website or any breach of Clause 3.2.

## **11. Limitation of South East Supercar Club's Liability**

11.1. South East Supercar Club will not be liable to you for any loss or damage caused by South East Supercar Club or its employees or sub-contractors in circumstances where:

11.1.1. there is no breach of a legal duty of care owed to you by South East Supercar Club (or its employees or sub-contractors); or

11.1.2. such loss or damage is not a reasonably foreseeable result of any such breach; or

11.1.3. in respect of any increase in the loss or damage resulting from your actions.

11.2. Nothing in these Terms & Conditions shall exclude or limit South East Supercar Club's liability for:

11.2.1. death or personal injury caused by the negligence of South East Supercar Club and/or its employees negligence; or

11.2.2. fraudulent misrepresentation by South East Supercar Club and/or its employees.

## **12. Competition terms and conditions**

These rules (the “Rules”) apply to all prize promotions including free draws, prize competitions and instant win offers unless otherwise stated on the Website. Depending on the nature of the competition there may be additional rules imposed by us (or selected third parties) and each such offer may be subject to its own express terms and may not be available in all jurisdictions.

12.1. Winners of the Prize Draw must be at least 18 years of age or where notified in the Prize Draw rules anyone under the age of 18 must be accompanied by a parent or legal guardian and comply with any further age and/or other eligibility requirements set out in the Rules (eg in relation to residency and (where the prize includes travel outside the United Kingdom and/or car hire) holding a valid passport, visa and/or driver’s licence). Proof of age may be required before a prize-winner can claim a prize. The eligibility of any entrant is at the sole discretion of South East Supercar Club.

12.2. Only one entry per person and per household is permitted, spammers will be disqualified and automated entries are not permitted and will be disqualified.

12.3. All entries must be made in accordance with the Rules and must be received by South East Supercar Club by the closing date. Entries made otherwise shall be invalid. South East Supercar Club accepts no responsibility or liability for any lost, damaged or incomplete entries and all such entries will be deemed invalid. Proof of despatch shall not be proof of entry.

12.4. South East Supercar Club and the promoter reserve the right at its sole discretion to (without prior notice): 12.4.1. cancel the Promotion; and/or 12.4.2. to substitute the prize for another prize of equal value.

12.5. NO PURCHASE NECESSARY to enter the competitions unless otherwise stated on the promotional activity with a specific competition.

12.6. By entering the prize draw, the entrant agrees to be bound by the Rules and by any other requirements set out in the promotional material accompanying the promotion.



12.7. By entering the promotion, the entrant agrees to these Terms & Conditions, our Privacy Policy. In addition, South East Supercar Club may pass your personal information to the promoters and their data processors. However, we will always take all appropriate steps to protect your information.

12.8. Prize-winners will be notified in writing within 6 weeks of the applicable closing date (or such other timeframe as is indicated on the Website). If a prize-winner fails to respond to claim his/her prize within 14 days of receipt of the notification, South East Supercar Club shall be entitled to select an alternative prize-winner. In such circumstances South East Supercar Club shall use reasonable endeavours to notify the alternative prize-winner within nine weeks of the closing date (or such other timeframe as is indicated on the Website).

12.9. Prize draws are open to all residents of the UK, except employees of South East Supercar Club (and its subsidiaries), the promoter and their immediate families, the promoters advertising agency and sales promotion consultancy, and anyone else connected with the creation and administration of the promotion.

12.10. South East Supercar Club's decision is final and no correspondence will be entered into. Odds of winning depend on the number of eligible entries received.

12.11. South East Supercar Club will not accept responsibility for loss through technical fault, incomplete, illegible or other damaged entries. Proof of entry is not automatically proof of receipt.

12.12. Prize-winners will receive their prize within 6 weeks of notification unless otherwise specified on the Website. The terms and conditions of any third party supplier may apply and must be accepted and complied with by a prize-winner to accept the prize.

12.13. South East Supercar Club will not be liable if a prize does not reach a prize-winner for any reason outside the control of South East Supercar Club or if a prize is damaged during delivery.

12.14. It is your responsibility to ensure that when entering competitions which, if won, could result in time off work, your employer is in agreement to time off. When dates are specified they cannot be altered.

12.15. Prizes are non-transferable, non-negotiable and no cash alternatives will be offered.

12.16. Depending on the nature of the prize, its use or enjoyment may be subject to further conditions or restrictions.

12.17. By entering the promotion, the winner(s) consent(s) to any publicity generated as a result of the promotion, and use on the Website at any time.

12.18. Where relevant, all taxes, insurances, transfers, spending money and other expenses (including meals or personal expenses upgrades etc) are, unless otherwise specifically stated, the sole responsibility of the prize-winner.

12.19. Other than for death or personal injury arising from the negligence of South East Supercar Club, South East Supercar Club hereby excludes (so far as is permitted by law) all liability for any loss, damage, cost and expense, whether direct or indirect, howsoever caused in connection with any competition or any aspect of the prize.

12.20. The promotional draw is held by South East Supercar Club.

### **13. Variation of these Terms & Conditions of Use**

13.1. South East Supercar Club reserves the right to vary these Terms & Conditions of Use from time to time. Such variations become effective immediately upon the posting of the varied Terms & Conditions on the Website. By continuing to use the Website you will be deemed to accept such variations. You should therefore check the Website from time to time to review the then current Terms & Conditions. These Terms & Conditions were last updated in June 2015.

### **14. General**

14.1. These Terms & Conditions shall be governed by, and construed in accordance with, English law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms & Conditions unless South East Supercar Club shall elect to bring proceedings in the courts of the country of the user's residence or of principal place of business.

14.2. These Terms & Conditions, as varied by South East Supercar Club from time to time form the entire understanding between us. Headings in these Terms & Conditions are for convenience only and will have no legal meaning or affect.

14.3. No delay or indulgence by South East Supercar Club in enforcing the provisions of these Terms & Conditions shall affect South East Supercar

Club's rights under them nor shall any waiver of South East Supercar Club's rights operate as a waiver of any subsequent breach.

14.4. No right, power or remedy conferred upon or reserved for South East Supercar Club is exclusive of any other right, power or remedy available to South East Supercar Club provided either under these Terms & Conditions or as a matter of law and each such right, power or remedy shall be cumulative.

14.5. You may not assign sub-license or otherwise transfer any of your rights or obligations under these Terms & Conditions.

14.6. If any provision of these Terms & Conditions is found to be invalid the invalidity of that provision shall not affect the validity of the remaining provisions of these Terms & Conditions, which shall remain valid and enforceable.