

# **BEC Website Privacy Policy**

#### **TERMS AND CONDITIONS**

By using this website, you are deemed to have read and agreed to the following terms and conditions.

The following terminology applies to this BEC Website Privacy Policy:

- "Client", "You" and "Yours" refers to you, the person accessing this website and accepting the Badminton Europe Confederation's (BEC) terms and conditions.
- "BEC", "Ourselves", "We" and "Us", refers to the Badminton Europe Confederation("BEC").
- "Party", "Parties", or "Us", refers to both the Client and BEC, or either the Client or BEC.
- All terms refer to the offer and acceptance necessary to undertake the process of our assistance to the Client in the most appropriate manner, for the express purpose of meeting the Client's needs in respect of provision of BEC's stated services/products.
- Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

### **Privacy Statement**

We are committed to protecting your privacy. You can visit BEC Websites without disclosing any information about yourself. However, to participate in some of BEC activities and opportunities presented on the website, you must register online and provide information on yourself so that the Services can be provided effectively and efficiently to you.

Activities include, but not limited to surveys, registration for courses, registering to receive information in the form of newsletters, e-news articles and notification of activities, products from BEC, contests, forums, games, downloading content, receiving specific information from BEC such as email and mobile alerts, news, results, tickets and partners offers, collectively known as the "Services".

Authorized employees within BEC on a need to know basis, use any information collected from individual customers or the purpose for which it has been collected. We constantly review our systems and data to ensure the best possible Services to our Clients. BEC



respects and follows GDPR when collecting, storing and using personal information gathered through the website with the express purpose of proving the Services for which the personal data was provided.

# Confidentiality

Clients records are regarded as confidential and therefore these will not be divulged to any third party, other than to agencies contracted by BEC to affect the Services for which you have registered your personal details and if legally required to do so to the appropriate authorities.

Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our Services. Where appropriate, we shall issue Client's with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party or use your email address for unsolicited mail. Any emails sent by BEC will only be in connection with the provision of agreed services and products.

### DISCLAIMER

### **Exclusions and Limitations**

The information on BEC websites is provided on an "as is" basis. To the fullest extent permitted by law, BEC:

- excludes all representations and warranties relating to this website and its contents
  or which is or may be provided by any affiliates or any other third party, including in
  relation to any inaccuracies or omissions in this website and/or BEC's literature; and
- excludes all liability for damages arising out of or in connection with your use of this
  website. This includes, without limitation, direct loss, loss of business or profits
  (whether or not the loss of such profits was foreseeable, arose in the normal course
  of things or you have advised BEC of the possibility of such potential loss), damage
  caused to your computer, computer software, systems and programs and the data
  thereon or any other direct or indirect, consequential and incidental damages.

The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.



# **Termination of Agreements and Refunds Policy**

Both the Client and we have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway.

# **Availability**

BEC does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service, you thereby indemnify BEC, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

# Log Files

We may use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

# **Cookies**

Like most interactive web sites this Company's website uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

#### Links to this Website

If you create a link to a page of this website, you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

#### **Links from this Website**

We do not monitor or review the content of other party's websites which are linked to or from this website.

Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material.

Please be aware that we are not responsible for the privacy practices, or content, of these



sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them.

BEC will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

# **Copyright Notice**

Copyright and other relevant intellectual property rights exist on all text relating to BEC's Services and the full content of this website are the property of BEC. Graphic elements such as maps and landmarks are used to represent the global reach of badminton and to indicate tournament locations. These assets are either owned or licensed by BEC. These graphic elements are "representations" only and should not be assumed to be exact, accurate visual reference points.

#### Communication

We have several different e-mail addresses for different queries. These & other contact information can be found on our Office page link on our website or via BEC literature or via BEC's stated telephone, facsimile or mobile telephone numbers.

This company is registered in Denmark.

## **Force Majeure**

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or manmade eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen.

Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

#### Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the



provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

# **GENERAL**

The Laws of Denmark govern these terms and conditions.

By accessing this website and using our services and buying our products when available, you consent to these terms and conditions and to the exclusive jurisdiction of the Danish courts in all disputes arising out of such access.

If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply.

Failure of BEC to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

### **Notification of Changes**

BEC reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis

These terms and conditions form part of the agreement between the Client and us. Your accessing of this website indicates your understanding, agreement to and acceptance, of the Disclaimer and the full Terms and Conditions contained within this Policy. © Badminton Europe Confederation 2018 – All Rights Reserved