

Widnes Wild Ice Hockey Club

SHELTON STREET, COVENT GARDEN, LONDON, WC2H 9JQ



Terms & Conditions

Widnes Wild Ice Hockey Club Ltd is a company registered in England and Wales under company number 14113786, with its registered office at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ. Widnes Wild Ice Hockey Club Ltd operates the website www.widneswild.co.uk (the "Website").

In this document, when we refer to "we", "us" or "our", we mean Widnes Wild Ice Hockey Club Ltd; and when we refer to "you" or "your" we mean you, the person accessing or using the Website.

We operate our business through Widnes Wild Ice Hockey Club Ltd and several other group companies, including but not limited to Iceskimo Merchandise Ltd. Our other group companies may enforce these terms of use in addition to Widnes Wild Ice Hockey Club Ltd.

1 UNDERSTANDING THESE TERMS

1.1 These terms of use (these "Terms") describe how you may access and use the Website. By accessing the Website, these Terms will apply to you, and you agree to these Terms. You should therefore read the terms carefully before using the Website.

1.2 When certain words and phrases are used in these Terms, they have specific meanings (these are known as "defined terms"). You can identify these defined terms because they start with capital letters (even if they are not at the start of a sentence). Where a defined term is used, it has the meaning given to it in the section of these Terms where it was defined (you can find these meanings by looking at the sentence where the defined term is included in brackets and speech marks).

1.3 Please note, however, that certain functions made available on the Website are governed by additional terms and conditions, including:

(a) the purchase, and use of, tickets, hospitality, and membership (available here) (the "Ticketing Conditions of Issue"); (b) access to and use of Widnes Wild Ice Hockey Club Ltd's digital content (the "Digital Content Terms", which will be made available to you on access/purchase of digital content); and (c) the entry to any prize promotions or competitions.

1.4 In addition to clause 1.3 above, please note that:

(a) the Website uses cookies, the use of which are governed by our Cookie Policy; and (b) we only use your personal information in accordance with our Privacy Policy.

2 THE WEBSITE

2.1 The Website is made available free of charge. We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue, or change all or any part of the Website without notice. We will not be liable to you if for any reason the

Website is unavailable at any time or for any period. We may update the Website and/or change the content on it at any time.

2.2 You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and that they comply with them.

2.3 The Website and the content on it are provided for general information purposes only. They are not intended to amount to advice on which you should rely.

2.4 You may only use the Website for your own domestic, private, and non-commercial use.

3 YOUR ACCOUNT AND PASSWORD

3.1 You may need to register for accounts with us on the Website to access certain services available on the Website (each an "Account"). You can register for a Widnes Wild Ice Hockey Club account either via the Website or via the official Widnes Wild Ice Hockey Club mobile app. If you register an Account, you will be asked to provide certain information such as your email address) and to create a password, as part of our security procedures. You must treat such password as confidential and you must not disclose it to any third party.

3.2 We have the right to disable any Accounts and/or passwords, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

3.3 If you know or suspect that anyone other than you know your Account login details, you must immediately notify our Data Protection Officer:

mike.hussey@widneswild.co.uk

3.4 You are responsible for any unauthorised use of your Account login details.

4 ACCEPTABLE USAGE

General

4.1 You agree not to:

(a) use the Website in any unlawful manner, for any unlawful purpose or in any manner inconsistent with these Terms.

(b) infringe our intellectual property rights or those of any third party in relation to your use of the Website (to the extent that such use is not licensed under these Terms).

(c) transmit any material that is defamatory, offensive, or otherwise objectionable in relation to your use of the Website.

(d) use the Website by automated means or otherwise for the purposes of scraping, extracting or otherwise obtaining any material from the Website for use within a third-party website or application.

(e) collect or harvest any information or data from the Website or our systems or attempt to decipher any transmission to or from the servers running the Website.

(f) copy, or otherwise reproduce or re-sell any part of the Website unless expressly permitted to do so in these Terms; or

(g) disassemble, decompile, reverse-engineer or create derivative works based overall or any part of the Website or attempt to do any such thing.

Viruses

4.2 We do not guarantee that the Website will be totally secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access the Website and we recommend that you use your own virus protection software.

4.3 You must not misuse the Website 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 the Website, the server on which the Website is stored, or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence 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 the Website will cease immediately.

Digital Content

4.4 If you have an Account, you may have access to digital content through the Website. Your access to and use of digital content is governed by these Terms and the Digital Content Terms.

4.5 You acknowledge and agree that the Website and/or its contents may not be available to access in certain countries outside of the UK.

4.6 The quality of the display of video content on the Website may vary from device to device and can be affected by a variety of factors such as your location and the speed of your internet connection. You are responsible for ensuring that your device can display video content in an acceptable manner for you and for all internet access costs.

4.7 We may suspend access to digital content at any time (and may have to do so, for example, to deal with technical adjustments). We may make updates and change to the digital content provided through the Website from time to time, including changing the content library and pieces of content available through the Website.

User Generated Content

4.8 If it is the case that you supply/upload/attempt to upload any content to the Website – whether it be pictures, text, sound recordings or whatever – the content you supply/upload/attempt to upload ("User Generated Content") must comply with the following rules:

(a) it must not be obscene, abusive, pornographic, offensive, discriminatory, or racist and it must not promote or propose hatred or physical harm against anyone.

(b) it must not harass or bully another person or is otherwise threatening or abusive.

(c) it must not be political or promote a political cause.

(d) it must not relate to or promote any entity whose business includes the sale of tobacco-related products.

(e) it must be true and honest so far as you know.

(f) it must not be defamatory of anyone.

(g) it must not use the material or content or infringe the rights or privacy of anyone else; for example, you should not use images of well-known characters, footage or music (unless it is your own).

(h) it must not contain someone else's personal details or confidential information relating to other people; and

(i) it must not promote, condone, or depict terrorism, violence, or illegal behaviour.

4.9 We reserve the right to refuse to accept or refuse or cease to use any User Generated Content supplied by any person that we think contravenes these rules.

In addition, we may from time to time provide interactive services on the Website that shall enable you to upload User Generated Content, including, without limitation the chat features on www.widneswild.co.uk and any other comment facilities, chat rooms; and/or bulletin boards we offer (together "Interactive Services").

4.10 Where we provide an Interactive Service, we will use reasonable endeavours to provide information to you about the kind of service offered and if it is moderated. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide.

4.11 The use of any of our Interactive Services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an Interactive Service that it is important that they communicate with their children about their safety online. Minors who are using any Interactive Service should be made aware of the potential risks to them.

4.12 When you use the Interactive Services on www.widneswild.co.uk, you must comply with the rules (which form part of these Terms) as well as the rest of these Terms.

5 INTELLECTUAL PROPERTY

5.1 We are the owner or licensee of all intellectual property rights on the Website and its content, the Widnes Wild Ice Hockey Club Ltd name and mark and Widnes Wild Ice Hockey Club Ltd product names, images, and packaging. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.

5.2 You are not granted any right to use, and may not use, any of our intellectual property rights other than as set out in these Terms. You must not use the Website (or any part of it or its content) for commercial purposes; however, you may download material from the Website solely for non-commercial, personal use by you.

5.3 No part of the Website, including, without limitation, the text, designs, graphics, photographs, and images contained in it, may be copied, reproduced, republished, uploaded, re-posted, modified, transmitted, or distributed or otherwise used in any way for any non-personal, public or commercial purpose without our prior written consent.

5.4 Any communications or materials (including, without limitation, any User Generated Content) you send to us through the Website by electronic mail or other means will be treated as non-proprietary and non-confidential (other than communications in respect of your order if you use the Website to buy products from us). We are free to publish, display, post, distribute and otherwise use any ideas, suggestions, concepts, designs, know-how and other information contained in such communications or material for any purpose, including, but not limited to, developing, manufacturing, advertising, and marketing us and our products.

6 OUR LIABILITY

6.1 We do not exclude our liability to you where it would be unlawful for us to do. For example, we do not exclude liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation.

6.2 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time that you accessed the Website.

6.3 Nothing in these Terms affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

6.4 We only supply the Website for domestic and private use. You agree not to use the Website, or any content on the Website, for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

6.5 The Website may contain inaccuracies or typographical errors. We make no representations about the reliability, availability, timeliness, or accuracy of the content included on the Website.

6.6 Save as set out in clause 6.1 above, our maximum liability to you under these Terms is limited to £100.

6.7 We assume no responsibility for the content of websites linked to from the Website (including links to our commercial sponsors and partners). 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.

6.8 No guarantees are given by Widnes Wild Ice Hockey Club Ltd FC that a Match will take place at a particular time or on a particular date or at a particular spectator capacity. The

dates and kick-off times of all Matches are subject to revision and change due to broadcast coverage or other circumstances.

7 SUSPENSION AND TERMINATION

7.1 If you breach any of these Terms, we may immediately do any or all of the following (without limitation):

- (a) issue a warning to you.
- (b) temporarily or permanently remove any User Generated Content uploaded by you to the Website.
- (c) temporarily or permanently withdraw your right to use the Website.
- (d) suspend or terminate any of your Accounts.
- (e) issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs);
- (f) take further legal action against you.
- (g) disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.
- (h) refuse you entry to eject or exclude you from our grounds.

(i) withdraw and/or suspend all rights and benefits conferred on you by the Ticketing Conditions of Issue.

(j) exclude you from any membership scheme maintained or organised by Widnes Wild Ice Hockey Club Ltd or a Widnes Wild Ice Hockey Club Ltd group company; and/or

(k) withdraw and/or suspend all rights and benefits conferred on you by the Digital Content Terms (including by terminating your access to any digital content).

7.2 If we withdraw your right to use the Website, then:

(a) all rights granted to you under these Terms shall cease; and

(b) you must immediately cease all activities authorised by these Terms, including your use of any services provided through the Website.

7.3 If we exercise any of the rights set out in Clause 7.1, no compensation will be payable to you.

8 CHANGES TO THESE TERMS

We may make changes to these Terms from time to time (if, for example, there is a change in the law that means we need to change these Terms). Please check these Terms regularly to ensure that you understand the up-to-date terms that apply at the time that you access and use the Website.

9 OTHER IMPORTANT INFORMATION

9.1 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

9.2 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

9.3 If you wish to have more information on online dispute resolution, please follow this link to the website of the European Commission:

<http://ec.europa.eu/consumers/odr/>. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only. We are not obliged to participate in online dispute resolution.

10 GOVERNING LAW AND JURISDICTION

10.1 These Terms are governed by English law. This means that your access to and use of the Website, and any dispute or claim arising out of or in connection therewith will be governed by English law.

10.2 You can bring proceedings in respect of these Terms in the English courts. However, as a consumer, if you live in a European Union member state you can bring legal proceedings in respect of these Terms in either the English courts or the courts of that Member State.

10.3 As a consumer, if you are resident in the European Union and we direct this Website to the member state in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms, including clause 10.1, affects your rights as a consumer to rely on such mandatory provisions of local law.

11 CONTACTING US

Should you have any reasons for a complaint, we will endeavour to resolve the issue and avoid any re-occurrence in the future. You can always contact us by using the following details:

Address: 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ

Email address: visit the **Contact Us** page.