

## **British Gymnastics Community Voice: Terms & Conditions**

As a member of British Gymnastics Community Voice, please consider ALL research activity subject matter to be **CONFIDENTIAL**. In order to become and remain a member of British Gymnastics Community Voice you must agree that you will not record, store, post, or distribute the contents of the surveys you take or discussion forums you take part in.

### Acceptance of Terms & Conditions

#### Permitted Uses

Your use of British Gymnastics Community Voice (“the services”) shall be limited solely to your personal and non-commercial use. The services contain material that is derived in whole or in part from material supplied and owned by British Gymnastics (“Content”). As between British Gymnastics and You, British Gymnastics owns all right, title and interest in and to the copyrights, trademarks, service marks, trade names, and all other intellectual and proprietary rights throughout the world associated with the services and Content. You acknowledge British Gymnastics’ valid intellectual and proprietary property rights in the services and Content and that your use of the services is limited to the access, viewing and contribution to Content, all solely as authorised by British Gymnastics. Nothing in these Terms & Conditions shall be deemed to convey to you any right, title or interest in or to the services or Content or to any portion thereof except for the limited rights expressly granted herein.

You may use the services solely for personal and non-commercial uses. You may not either directly or through the use of any personal computer, browser, laptop, tablet, mobile phone or other device (each a “device”) or other means remove, alter, bypass, avoid, interfere with, or circumvent (i) any copyright, trademark, or other proprietary notices marked on the services or Content, (ii) any digital rights management mechanism, device, or other content protection or access control measure associated with the services or Content. You may not either directly or through the use of any device or other means copy, download, stream, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit the services or Content. You may not incorporate Content into, or stream or retransmit the Content via, any hardware or software application or make the services or any Content available via frames or in-line links, and you may not otherwise surround or confuse the Content or services with any third party content, materials or branding. You may also not use any software robots, spider, crawlers, or other data gathering or extraction tools, whether automated or manual, to access, acquire, copy, monitor, scrape or aggregate Content or any portion of the services.

#### Access to The Site and Availability of Services

The Site and services are intended for use by current British Gymnastics members who are over the age of 13 (or parents of a current British Gymnastics member) and reside in the United Kingdom, its territories and possessions (“U.K.”) or current British Gymnastics members outside of the U.K. who agree to use the services in accordance with U.K. laws and these Terms & Conditions.

British Gymnastics may change, suspend or discontinue any aspect of the Site or services at any time (and any elements and features of them), in whole or in part, for any reason, in our sole discretion, without notice or liability.

You are responsible for any charges incurred in obtaining access to the Site and services. The Site and services are provided for free.

## Registration, Passwords and Unauthorised Use of Your Account

If you establish a user account with British Gymnastics for use of British Gymnastics Community Voice, you agree to provide true, accurate and current data in connection with that account. Any usernames and passwords used for this Site or services are for individual use only. You are solely responsible for maintaining the security and confidentiality of the password you use to access your account. You agree to immediately notify British Gymnastics of any unauthorised use of your password or account or any other breach of security. Please contact [support@community.british-gymnastics.org](mailto:support@community.british-gymnastics.org)

## Your Conduct and Acceptable Use

The following rules are a condition of your use of and access to British Gymnastics Community Voice. You are responsible for the content of your communications via the services.

- You may not hinder any other registered user from using or enjoying the services.
- You may not use the services to threaten, abuse, harass, or invade the privacy of any other user.
- You may not upload, post, transmit or otherwise distribute or facilitate the distribution of content that is fraudulent or infringes the rights of any third party, including without limitation, patent, trademark, copyright, right of publicity or other proprietary rights.
- You may not upload, post or otherwise distribute or facilitate the distribution of any unlawful, threatening, abusive, libellous, defamatory, obscene, pornographic, profane, indecent or otherwise inappropriate information of any kind, including without limitation, any images or other material of a sexual nature.
- You may not upload, post or otherwise distribute or facilitate the distribution of a software virus or any other computer code that is designed or intended to disrupt, damage, or limit the functioning of the Site, any other services, or to obtain unauthorised access to the services or Content or any data or other information of any third party.
- You may not attempt to gain unauthorised access to other computer systems or networks connected to the services or use the services, Content or any information contained therein for any unlawful purpose. British Gymnastics, in its sole and absolute discretion, shall determine whether any content you transmit or receive or your use of the services violates this provision.
- You may not collect information about other users of the services or use any such information for the purpose of transmitting or facilitating transmission of unauthorised or unsolicited advertising, junk or bulk email, chain letters, or any other form of unauthorised solicitation.
- You may not impersonate or falsely state or otherwise misrepresent your professional or other affiliation with British Gymnastics or with any other person or entity. You may not afford access to the site to any persons who do not have an account.
- You may not use the services, Content or any information contained therein for any unlawful purpose, and you may not encourage conduct that would constitute a criminal offence or give rise to civil liability. You may not use any services in connection with any site or other use that contains or is associated with information or content prohibited by this section.
- Follow These Terms & Conditions and Conduct Rules. You may not take any action on the services that violates any applicable law or these Terms & Conditions.

We may require, at any time, proof that you are following these rules. We reserve the right to take, or refrain from taking, any and all steps available to us, including suspending or terminating your

access to the services or seeking other legal or equitable remedies, once we become aware of any violation of these provisions.

#### User Content; Grant of Limited Licence

Except as expressly set forth in these Terms & Conditions, you shall continue to own all rights in and to the User Content. To the extent your User Content contains other materials or elements owned by British Gymnastics or any other affiliated company, such as characters or other elements protected by copyright, trademark or other laws, your rights to make any other use of the User Content will continue to be governed by and may be limited by other applicable laws, the rights of third parties and British Gymnastics.

While we may offer you the ability to post User Content anonymously, please be aware that your account information relating to your User Content is still stored by us. User Content does not reflect the views of British Gymnastics. Notwithstanding anything else in these Terms & Conditions, British Gymnastics should not be seen as endorsing any User Content in any way. None of British Gymnastics or its officers, directors, and employees, subsidiaries and/or affiliates shall be liable for any User Content.

#### Warranties and Liability

The Content may contain inaccuracies or typographical errors. British Gymnastics makes no representations about the reliability, availability, timeliness and accuracy of the Content. British Gymnastics does not warrant that the Site will be free of viruses or other harmful components.

Save as expressly provided for in these terms British Gymnastics or any of its subsidiary companies shall not be liable for any direct, indirect or consequential loss or damage (including, without limit, loss of property or profit, business revenue or opportunity or anticipated savings and loss of or damage to any data) or for any costs, claims or demands of any nature whatsoever arising directly or indirectly out of the use of or access to the Content or any part thereof or in respect of any defect therein or any failure to provide or the late delivery of the same howsoever arising. British Gymnastics does not exclude its liability for death and personal injury caused by its negligence.

#### Reservation of Rights

British Gymnastics reserves the right to modify or discontinue, temporarily or permanently, all or any part of the Site or services and/or any software, facilities and services on the Site or services, with or without notice, and/or to establish general guidelines and limitations on their use.

#### Termination

British Gymnastics may, in its sole discretion, terminate your password, account (or any part thereof) or use of the services, or remove and discard any User Content or information stored, sent, or received via the services without prior notice and for any reason or no reason, including, but not limited to: (i) permitting another person or entity to use your identification to access the Site or services, (ii) any unauthorised access or use of the services, (iii) any violation of these Terms & Conditions, or (iv) tampering with or alteration of any of the software, data files, and/or Content contained in or accessed through, the services. You may terminate your account for any reason or no reason. Termination, suspension, or cancellation of these Terms & Conditions or your access rights to the services shall not affect any right or relief to which British Gymnastics may be entitled, at law or in equity. Upon such termination, suspension, or cancellation, all rights granted to you will

automatically terminate and immediately revert to British Gymnastics and its licensors and all rights granted by you to British Gymnastics shall survive in perpetuity.

#### Responsible Use of Site

Please act responsibly when using the Site and services. You may only use the services and their contents for lawful purposes and in accordance with applicable law and you are prohibited from storing, distributing or transmitting any unlawful material through the Site or services. You recognize that storing, distributing or transmitting unlawful material could expose you to criminal and/or civil liability. You agree that if a third party claims that material you have contributed to the services is unlawful, you will bear the burden of establishing that it is lawful. You understand and agree that all materials publicly posted or privately transmitted on or through this Site or services are the sole responsibility of the sender, not British Gymnastics, and that you are responsible for all material you upload, publicly post or otherwise transmit to or through this Site or services.

#### Investigations

British Gymnastics reserves the right to investigate suspected violations of these Terms, including without limitation any violation arising from any submission, posting or emails you make or send to any forum. British Gymnastics may seek to gather information from the user who is suspected of violating these Terms & Conditions, and from any other user. British Gymnastics may suspend any users whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If British Gymnastics believes, in its sole discretion, that a violation of these Terms & Conditions has occurred, it may edit or modify any submission, posting or emails, remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts or take other corrective action it deems appropriate. British Gymnastics will fully cooperate with any law enforcement authorities or court order requesting or directing British Gymnastics to disclose the identity of anyone publishing or otherwise making available any materials that are believed to violate these Terms & Conditions.

#### Complaints

Should you have cause to make a complaint regarding any aspect of use of British Gymnastics Community Voice, please follow the British Gymnastics complaints procedure:

<https://www.british-gymnastics.org/documents/footer-menu-items/governance-documents/9141-bg-customer-complaints-and-resolutions-policy-v2-0-05-12-17/file>

#### Member Disputes

You are solely responsible for any interaction with other users or visitors to the services, and British Gymnastics reserves the right, but shall have no obligation, to monitor disputes between you and any other user of British Gymnastics Community Voice.

## Privacy

Your privacy is important to us. The following notice relates specifically to the way we process information about you when you sign up to British Gymnastics Community Voice. Click [here](#) for our full membership privacy policy that outlines your individual rights and explains how we process information about you when you register with British Gymnastics as a member or on behalf of another individual, usually someone under 18 years of age.

To sign up to our insight community (British Gymnastics Community Voice), which is provided on our behalf by Vision Critical UK, you need to provide your email address, password and create a user name (which can be a pseudonym instead of your real name) when taking part in discussion groups.

Community Voice is web-based so when you log in, the system keeps a record of your Internet Protocol (IP) address (a unique set of numbers that identifies one or more devices on a computer network), browser identifier and the time of access.

Once you have agreed to be part of British Gymnastics Community Voice, you will be invited by email to participate in individual surveys and discussion groups, usually moderated by the British Gymnastics Insight team. You can also access these research activities by logging in to your member portal. Your participation is completely voluntary. You will be asked about your views and experiences of new and existing British Gymnastics products and services, and general topics regarding British Gymnastics and gymnastics in the UK. We will use the responses provided to create anonymised reports to inform the products and services we provide. The anonymous reports will be retained for up to five years. Your individual responses will be retained on the Community Voice Platform for one year. If you no longer wish to participate in British Gymnastics Community Voice, you can unsubscribe from it at any time. In this case we will remove your sensitive data.

Your personal information will never be used for any other purpose. We will not share any identifiable information about you with a third party unless we have your consent to do so or we are required to do so by law, for regulatory purposes including to exercise or defend a legal claim or if requested to do so as part of a criminal investigation.

British Gymnastics may monitor the use by you and other users of the services. We may use IP addresses to analyse the number of users who are accessing Community Voice at any one time and the types of device being used. This information helps us to make improvements to the systems and address any problems experienced when using the service. We would not normally use IP addresses to identify individuals except if this is deemed to be necessary to investigate problems or potential misuse of the system.

British Gymnastics Community Voice contains links to other third-party websites such as Facebook and Twitter (amongst others) and are integrated on our Site and other services. Where our services contain a plug-in to a social network, these are clearly marked (e.g. with a Facebook button). If you choose to click on one of these buttons or links, your browser connects directly to the servers of the relevant social network. The social network directly transmits the content of the plug-in to your browser. If you are registered on the relevant social network and logged into your respective account the social network receives the information that the web page was used by you. If you interact with a social network plug-in (e.g. you press the Facebook "Like" feature, the Twitter "Tweet this" feature) or drop a comment on the appropriate web page, the corresponding information is directly transmitted to the relevant social network from your browser. If you are not registered with the social network or you are logged out before you visit our services, there is the possibility that at least your IP address will be submitted to and stored by the social network. If you interact with us

through a social media platform, plug-in etc., then you may be permitting us to have ongoing access to certain information from your social network profile (such as name, social networking ID page, email address, photo, gender, location, the people/sites you follow, etc.).

If you don't want the social network to collect the information about you described above, or to share it with us and other third parties, please review the privacy policy of the relevant social network and/or log out of the relevant social network before you visit our services. As with other sites, you may be able to delete any existing cookies placed on your computer by the social network via your browser.