

GREAT BRITISH BONUS SCHEME
TERMS AND CONDITIONS OF WEBSITE USE
PUBLICATION DATE [28/05/2020]

1. Introduction

- 1.1 These terms and conditions (“**Terms**”) shall govern your use of our website and your horse's registration with the Great British Bonus Scheme (“**GBB**”).
- 1.2 By using our website, you accept these Terms in full; accordingly, if you disagree with these Terms or any part of these Terms, you must not use our website.
- 1.3 If you register with the GBB, we will ask you to expressly agree to these Terms.
- 1.4 You must be at least 18 years of age to use our website; by using our website or agreeing to these Terms, you warrant and represent to us that you are at least 18 years of age.

2. Copyright notice

- 2.1 Copyright (c) 2020 The Thoroughbred Breeders Association.
- 2.2 Subject to the express provisions of these Terms:
 - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
 - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

3. Permission to use website

- 3.1 You may:
 - (a) view pages from our website in a web browser;
 - (b) download pages from our website for caching in a web browser;
 - (c) print pages from our website, providing that such printing is not systematic or excessive; and
 - (d) use our website services by means of a web browser,subject to the other provisions of these Terms.
- 3.2 Except as expressly permitted by Section 3.1 or the other provisions of these Terms, you must not download any material from our website or save any such material to your computer.

- 3.3 Except as expressly permitted by these Terms, you must not edit or otherwise modify any material on our website.
- 3.4 Unless you own or control the relevant rights in the material, you must not:
- (a) republish material from our website (including republication on another website);
 - (b) sell, rent or sub-license material from our website;
 - (c) show any material from our website in public;
 - (d) exploit material from our website for a commercial purpose; or
 - (e) redistribute material from our website.
- 3.5 You may redistribute our newsletter to any person.
- 3.6 We reserve the right to suspend or restrict access to our website, to areas of our website and/or to functionality upon our website. We may, for example, suspend access to the website during server maintenance or when we update the website. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the website.

4. Misuse of website

- 4.1 You must not:
- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability, accessibility, integrity or security of the website;
 - (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - (c) hack or otherwise tamper with our website;
 - (d) probe, scan or test the vulnerability of our website without our permission;
 - (e) circumvent any authentication or security systems or processes on or relating to our website;
 - (f) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - (g) impose an unreasonably large load on our website resources (including bandwidth, storage capacity and processing capacity);

- (h) decrypt or decipher any communications sent by or to our website without our permission;
- (i) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (j) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
- (k) use our website except by means of our public interfaces;
- (l) violate the directives set out in the robots.txt file for our website;
- (m) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing); or
- (n) do anything that interferes with the normal use of our website.

4.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

4.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

5. Use on behalf of organisation

5.1 As you use our website and expressly agree to these Terms in the course of a business or other organisational project, you bind both:

- (a) yourself; and
- (b) the person, company or other legal entity that operates that business or organisational project,

to these Terms. References to "you" in these Terms are to both the individual user and the relevant company or legal entity.

6. Registration and accounts

6.1 If your horse meets the eligibility criteria set out on the website Great British Bonus Scheme Terms and Conditions, you may register your horse to the GBB by completing and submitting the account registration form on our website and paying the appropriate fee.

6.2 You must notify us in writing immediately if you become aware of any unauthorised use of your account.

6.3 You must not use any other person's account to access the website.

7. User login details

- 7.1 If you register with the GBB, you will be asked to choose a user ID and password.
- 7.2 You must keep your password confidential and you must notify us in writing immediately if you become aware of any disclosure of your password.
- 7.3 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

8. Cancellation and suspension of account

- 8.1 We may:
- (a) edit your details;
 - (b) temporarily suspend your registration; and/or
 - (c) cancel your account,

at any time in our sole discretion, after which, no further bonuses will be paid. If we cancel paid registrations because we are closing the GBB and you have not breached these Terms, you may be entitled to a refund of paid registration fees as follows:

Age (in year when final bonuses can be won)	Scheme	Fees to be returned
Foals/yearlings	Flat and Jump	100%
2-y-o's	Flat	50%
2-y-o's, 3-y-o's, 4-y-o's	Jump	100%
5-y-o's	Jump	50%

. We will give you reasonable written notice of any cancellation under this Section 8.1.

9. Registration

- 9.1 To register your horse to the GBB, your horse must meet the criteria set out on the Great British Bonus Scheme Terms and Conditions, and you must pay the applicable registration fees. To be eligible for the full bonus, the horse must be registered at all three stages. We will send you an acknowledgement of your registration. If your registration is accepted, we will send you a registration confirmation.
- 9.2 You will have the opportunity to identify and correct input errors prior to making your order by logging into your account and changing the details or emailing us at info@greatbritishbonus.co.uk.
- 9.3 For so long as your account and registration remain active in accordance with these Terms, and you and your horse meets the eligibility and registration criteria as set out on the website, you will be eligible for automatic bonus payments based on race wins. For further details, please refer to the Great British Bonus FAQ's.

10. Fees

- 10.1 The registration fees to join the GBB are set out in the Great British Bonus FAQ's.
- 10.2 You must pay us the registration fees in accordance with the instructions on our website Great British Bonus FAQ's.
- 10.3 We may vary the registration fees from time to time by publishing new registration fees on our website, but this will not affect fees for registrations that have been previously paid.
- 10.4 If you dispute any payment made to us, you must contact us immediately at info@greatbritishbonus.co.uk and provide full details of your claim.
- 10.5 If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:
 - (a) an amount equal to the amount of the charge-back;
 - (b) all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);
 - (c) an administration fee of GBP 25.00 including VAT; and
 - (d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 10.5 (including without limitation legal fees and debt collection fees),

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 10.5.

- 10.6 If you owe us any amount under or relating to these Terms, we may suspend or withdraw your GBB registration.
- 10.7 We may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off.

11. Our rights to use your content

- 11.1 In these Terms, "your content" means all works and materials (including without limitation text, graphics, images and files) that you submit to our website for storage or publication on, processing by, or transmission via, our website.
- 11.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to reproduce, store and publish your content on and in relation to this website and any successor website.

11.3 You grant to us the right to sub-license the rights licensed under Section 11.2.

12. Limited warranties

12.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date;
- (c) that the website or the GBB will operate without fault; or
- (d) that the website or the GBB will remain available.

12.2 We reserve the right to discontinue or alter any or all of the GBB, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these Terms, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

12.3 To the maximum extent permitted by applicable law and subject to Section 13.1, we exclude all representations and warranties relating to the subject matter of these Terms, our website, the GBB and the use of our website and the GBB.

13. Limitations and exclusions of liability

13.1 Nothing in these Terms will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

13.2 The limitations and exclusions of liability set out in this Section 13 and elsewhere in these Terms:

- (a) are subject to Section 13.1; and
- (b) govern all liabilities arising under these Terms or relating to the subject matter of these Terms, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms.

13.3 To the extent that our website is provided free of charge, we will not be liable for any loss or damage of any nature.

- 13.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 13.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 13.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 13.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 13.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these Terms (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).
- 13.9 Our aggregate liability to you in respect of your GBB registration under these Terms shall not exceed the total registration amount paid to us by you.

14. Indemnity

- 14.1 You indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of our website or any breach by you of these Terms.

15. Breaches of these Terms

- 15.1 Without prejudice to our other rights under these Terms, if you breach these Terms in any way, or if we reasonably suspect that you have breached these Terms in any way, we may:
- (a) send you one or more formal warnings;
 - (b) temporarily suspend your access to our website;
 - (c) permanently prohibit you from accessing our website;
 - (d) commence legal action against you, whether for breach of contract or otherwise; and/or
 - (e) suspend or delete your GBB registration.
- 15.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or

prohibition or blocking (including without limitation creating and/or using a different account).

16. Third party websites

- 16.1 Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.
- 16.2 We have no control over third party websites and their contents, and subject to Section 13.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

17. Variation

- 17.1 We may revise these Terms from time to time.
- 17.2 The revised Terms shall apply to the use of our website from the date of publication of the revised Terms on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these Terms.

18. Assignment

- 18.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms.
- 18.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these Terms. This clause does not restrict your rights to buy, sell or otherwise transfer horses registered with the GBB.

19. Severability

- 19.1 If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 19.2 If any unlawful and/or unenforceable provision of these Terms would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

20. Third party rights

- 20.1 A contract under these Terms is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 20.2 The exercise of the parties' rights under a contract under these Terms is not subject to the consent of any third party.

21. Entire agreement

- 21.1 Subject to Section 13.1, these Terms, the Great British Bonus Scheme Terms and Conditions, available on the Great British Bonus Website together with our

privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

22. Law and jurisdiction

- 22.1 These Terms shall be governed by and construed in accordance with English law.
- 22.2 Any disputes relating to these Terms shall be subject to the exclusive jurisdiction of the courts of England.

23. Statutory and regulatory disclosures

- 23.1 We will not file a copy of these Terms specifically in relation to each user or customer and, if we update these Terms, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these Terms for future reference.
- 23.2 These Terms are available in the English language only.
- 23.3 Our VAT number is 334026687.

24. Our details

- 24.1 This website is owned by The Thoroughbred Breeders' Association (company number 07073259), registered in England and Wales with its registered office address at Stanstead House, 8 The Avenue, Newmarket, Suffolk, CB8 9AA. We are a registered charity and our registered charity number is 1134293.
- 24.2 This website is operated by Weatherbys on behalf of the Thoroughbred Breeders' Association. You can contact the GBB by emailing info@greatbritishbonus.co.uk. To contact The Thoroughbred Breeders Association, please visit: <https://www.thetba.co.uk/contact-us/>.