

GREAT BRITISH BONUS SCHEME
TERMS AND CONDITIONS OF WEBSITE USE
PUBLICATION DATE [UPDATE]

1. Introduction

- 1.1 These terms and conditions ("**Terms**") shall govern your use of our website. Your horse's registration with the Great British Bonus Scheme ("**GBB**") is also governed by these Terms, the [Great British Bonus Scheme Rules](#) (the Rules) and the [FAQ's](#) (cumulatively the "**GBB Contract**"). In the event of any discrepancies between these documents, the following order shall prevail: 1) The Rules; 2) These Terms and 3) The FAQ's.
- 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 By registering with the GBB, you agree to the GBB Contract. Accordingly, if you disagree with the GBB Contract or any part of the GBB Contract, you must not register your horse to the GBB.
- 1.4 You must be at least 18 years of age to use our website and/ or register your horse with the GBB; by using our website or agreeing to the GBB Contract, you warrant and represent to us that you are at least 18 years of age.

2. Copyright notice

- 2.1 Website Copyright: (c) 2023 The Thoroughbred Breeders' Association.
- 2.2 Subject to the express provisions of the GBB Contract:
- (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 the GBB Contract 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 or the GBB Contract. References to "you" 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 in the GBB Contract, you may register your horse to the GBB by completing and submitting the account registration form on the GBB website and paying the appropriate fee before the relevant registration deadline expires, as set out in the GBB Contract.

6.2 You must notify info@greatbritishbonus.co.uk 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 info@greatbritishbonus.co.uk in writing immediately if you become aware of any disclosure of your password.
- 7.3 You are responsible for any activity on the 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.
- 7.4 Please keep your registered email contact details up to date as this is how the GBB Administrators will contact you in the event you are eligible for a bonus.

8. Cancellation and suspension of account

- 8.1 GBB Administrators may:
- (a) edit your details.
 - (b) temporarily suspend your registration; and/or
 - (c) cancel your account,
- at any time in their sole discretion, after which, no further bonuses will be paid.
- 8.2 If the GBB is closed and you have not breached these Terms, you may be entitled claim a refund of paid registration fees for fillies which have not won a bonus 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%

No refunds will be offered to 3YO+ flat registered fillies or 6YO+ NH mares for any reason.

You will be given reasonable written notice of any cancellation under this Section
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9. Registration

- 9.1 To register your horse to the GBB, your horse must meet the criteria set out in the GBB Contract, and you must pay the applicable registration fees. To be eligible for the full bonus, the horse must be registered at all three stages before the relevant registration deadline expires. GBB Administrators will send you an acknowledgement of your registration. If your registration is accepted, GBB Administrators 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

info@greatbritishbonus.co.uk.

- 9.3 For so long as your account and registration remain active in accordance with the GBB Contract, and you and your horse meet the eligibility and registration criteria as set out in the GBB Contract, you will be eligible for bonus payments based on race wins. For further details, please refer to the Rules and the FAQ's.

10. Fees

- 10.1 The registration fees to join the GBB are set out in the FAQ's.
- 10.2 You must pay us the registration fees in accordance with the instructions on our website and the FAQ's.
- 10.3 Registration fees may be varied from time to time by publishing new registration fees, but this will not affect fees for registrations that have been previously paid.
- 10.4 If you dispute any GBB payment, you must contact 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, within 7 days:
- (a) an amount equal to the amount of the charge-back.
 - (b) all third-party expenses incurred 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) 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 any amount under or relating to these Terms, your GBB registration may be suspended or withdrawn.
- 10.7 GBB Administrators may at any time set off any amount that you owe against any amount owed 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 materials (including without limitation text, graphics, images and files) that you submit to the website for storage or publication on, processing by, or transmission via, our website.
- 11.2 You grant 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 t the right to sub-license the rights licensed under Section 11.2.

12. Limited warranties

- 12.1 Neither the GBB Administrators nor the TBA warrant nor represent:
- (a) the completeness or accuracy of the information published on the 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 The GBB Administrators reserve the right to discontinue or alter any or all of the GBB, and to stop publishing the website, at any time in its 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 the website ceases.
- 12.3 To the maximum extent permitted by applicable law and subject to Section 13.1, the TBA and the GBB Administrators exclude all representations and warranties relating to the subject matter of these Terms, the website, the GBB and the use of the website and the GBB.

13. Limitations and exclusions of liability

- 13.1 Nothing in these Terms or the GBB Contract 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 the GBB Contract 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 the website is provided free of charge, neither the TBA nor the GBB Administrators will be liable for any loss or damage of any nature resulting from your use of the website.

- 13.4 Neither the TBA nor the GBB Administrators will be liable to you in respect of any losses arising out of any event or events beyond their reasonable control.
- 13.5 Neither the TBA nor the GBB Administrators will 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 Neither the TBA nor the GBB Administrators will be liable to you in respect of any loss or corruption of any data, database or software.
- 13.7 Neither the TBA nor the GBB Administrators will be liable to you in respect of any special, indirect or consequential loss or damage.
- 13.8 You accept that the TBA has an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that the TBA is a limited liability entity; you agree that you will not bring any claim personally against the TBA's officers or employees in respect of any losses you suffer in connection with the website or these Terms.
- 13.9 The aggregate liability of the GBB Scheme to you in respect of your GBB registration under these Terms shall not exceed the total registration amount paid by you in registration fees in the year that the claim arises.

14. Indemnity

- 14.1 You indemnify the TBA and the GBB Administrators 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 the website, any breach by you of these Terms or any breach by you of the GBB Contract.

15. Breaches of these Terms

- 15.1 Without prejudice to our other rights under these Terms or the GBB Contract, if you breach these Terms or the GBB Contract in any way, or if the GBB Administrators or the TBA reasonably suspect that you have breached these Terms or the GBB Contract in any way, we may:
- (a) send you one or more formal warnings;
 - (b) temporarily suspend your access to the website or the GBB;
 - (c) permanently prohibit you from accessing the website or the GBB;
 - (d) commence legal action against you, whether for breach of contract or otherwise; and/or
 - (e) suspend or cancel your GBB registration or account.
- 15.2 Where we suspend, 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 The website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.
- 16.2 Neither the TBA nor the GBB Administrators have any 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 These Terms or the GBB Contract may be varied from time to time.
- 17.2 The revised Terms or the GBB Contract shall apply to the use of the website or the GBB from the date of publication of the revised Terms or the GBB Contract 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 or the GBB Contract.

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 or the GBB Contract.
- 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 or the GBB Contract. This clause does not restrict your rights to buy, sell or otherwise transfer (a) horse(s) registered with the GBB.

19. Severability

- 19.1 If a provision of these Terms or the GBB Contract 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 or the GBB Contract 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 or the GBB Contract is for the benefit of the TBA and the GBB Administrators 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 or the GBB Contract is not subject to the consent of any third party.

21. Entire agreement

- 21.1 Subject to Section 13.1, these Terms or the GBB Contract

shall constitute the entire agreement in relation to your use of the website or the GBB Contract and shall supersede all previous agreements in relation to your use of the website or the GBB.

22. Law and jurisdiction

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

23. Statutory and regulatory disclosures

- 23.1 Neither the TBA nor the GBB Administrators will file a copy of these Terms nor the GBB Contract specifically in relation to each user or registrant and, if these Terms or the GBB Contract is updated, the version to which you originally agreed will no longer be available on the website. It is recommended that you consider saving a copy of these Terms or the GBB Contract for future reference.
- 23.2 These Terms and the GBB Contract are available in the English language only.

24. Our details

- 24.1 This website is published by The Thoroughbred Breeders' Association on behalf of the GBB Scheme. The Thoroughbred Breeders' Association (company number 07073259), is 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 and the GBB is operated by Weatherbys on behalf of the GBB Scheme. You can contact the GBB by emailing info@greatbritishbonus.co.uk.