



## TERMS AND CONDITIONS FOR GOLF CLUBS REGISTERING WITH THE GOPLAYSAFE APP

Please read these terms and conditions before completing your registration to the GoPlaySafe app.

### 1. Definitions

In these Terms and Conditions, the following terms have the following meanings:

“**OGN**” means One Golf Network, trading as GoPlaySafe and GoPlayGolf

“**Golf Club**” means the Golf Club being registered to GoPlaySafe

“**Golfer**” means any person registered to the GoPlaySafe app who is playing golf at the Golf Club

“**The GoPlaySafe app**” means the scheme being introduced by OGN

“**The Database**” means the GoPlaySafe golf club administration Database

“**You**” means the registered Golf Club, and “**Your**” shall be construed accordingly

### 2. Registration and system management

2.1 Any person wishing to register a club to the GoPlaySafe app must be 18 years of age or over and be acting with the full authority of the Golf Club that they represent.

2.2 Any person wishing to register a club to the GoPlaySafe app must accept these terms and conditions with OGN.

2.3 OGN will provide The GoPlaySafe app to facilitate the registration of golfers and the recording of playing activity.

2.4 OGN will contact you with updates about the GoPlaySafe app

2.5 GoPlaySafe app playing data from registered golf clubs will be shared with OGN and the relevant Golf Union to which the golf club belongs. Data shared will be anonymous and will be used for the purposes of benchmarking, profiling, and understanding playing patterns regionally and nationally

2.6 Golf Clubs participating in the GoPlaySafe app must adhere to applicable data protection legislation. For example, participating Golf Clubs must provide “unsubscribe” options in marketing emails.

2.7 By ticking the terms and conditions box as part of your registration to The GoPlaySafe app via the Website you acknowledge that You have read, understand, and accept these terms and conditions.

### **3. Licence to use The GoPlaySafe app Database**

3.1 You must provide true, complete, and accurate information when registering with The GoPlaySafe app. OGN reserves the right to reject registration at its reasonable discretion.

3.2 OGN grants You a limited, non-transferable licence to make use of the transactional and administrative modules of the Database for the purposes of monitoring and using information in relation to golfers' playing records at your Golf Club. You will not have access to golfers' playing records at other Golf Clubs which are part of The GoPlaySafe app, even if the golfers are members of your Golf Club.

### **4. Limitation of liability**

4.1 OGN is not in any way responsible for the management, organisation or running of, or any health and safety issues in connection with, any golfing activity performed at your golf club. Liability for the provision and management of golfing activities remains the sole responsibility of the Golf Club.

4.2 So far as is reasonably practicable, the Database is made available by OGN on a 24-hour 7-day basis. The Database is provided 'as is' and 'as available' without warranties of any kind, express or implied (other than warranties not capable of exclusion as a matter of law). Whilst OGN will use reasonable efforts to ensure that the Database activity recording facility is available at all times, to keep unavoidable interruptions to a minimum and to give notice at log-in of anticipated interruptions, there will inevitably be times when it is unavailable.

4.3 OGN shall not be liable to You for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection Your use of the Database, or from any misrepresentation, whether innocent or negligent, except to the extent that such liability may not be lawfully excluded.

4.4 Notwithstanding anything else contained in this Agreement, OGN shall not be liable to You for:

- (i) loss of profits or contracts or goodwill or statutory penalties or indirect or consequential loss, whether arising from negligence, breach of contract or howsoever caused;
- (ii) any and all costs related to the procurement of any substitute service(s);
- (iii) third party claims of any kind; or
- (iv) any loss or damage arising from Your failure to use the Database strictly in accordance with the terms of this Agreement.

### **5. Use of GoPlaySafe data**

5.1 OGN confirms that it will process Golfer data collected from your Golf Club in accordance with the latest Data Protection and GDPR legislation.

5.2 OGN will process anonymous playing activity data to compile data and reports on the overall playing activity of golfers regionally and nationally

5.3 The Club can use the playing data for their club that is recorded in the Database to track and monitor playing activity

5.4 When a golfer checks-in at the club using the GoPlaySafe app, the golfer will be asked to consent to be contacted by the club for marketing purposes

5.4.1 If the golfer declines, only limited data will be visible to the club

5.4.2 If the golfer consents to be contacted by the club, the club will have access to the full golfer's contact data

5.4.2.1 This data can only be used for the express purposes of contacting the golfer with golf club information and marketing offers

5.4.2.2 The club is responsible for maintaining their records to reflect the golfer's current contact preferences and the Database will not be updated with any change that the golfer notifies directly to the club

5.4.2.2 The club may not pass the contact details to any third party

5.4.2.3 The club's PGA Professional may use the data only on behalf of the club

5.5 The club is the data controller of any personal data that OGN discloses

## 6. General

**6.1 Force Majeure.** OGN shall not be liable for any failure to fulfil its obligations caused by circumstances beyond its reasonable control, including any period during which access to the Website is suspended, provided that such party has made reasonable efforts to fulfil its obligations under this Agreement.

**6.2 Entire Agreement.** These terms and conditions set out the whole of our agreement relating to use of the Website to record golfing activity with the exception of the Information Page and the Golf Club's Terms. Nothing said by any person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods/services offered by OGN. Except for fraud or fraudulent misrepresentation, OGN shall not have any liability for any such representation being untrue or misleading.

**6.3 Variation.** OGN shall have the right to modify the terms of this Agreement at any time by service of not less than 14 days' notice on You and, if you continue to use the service, you will be deemed to have accepted any such modification.

**6.4 Severance & Waiver.** In the event that any provision of this Agreement is held to be illegal, invalid, void or unenforceable, it shall be severed from the remaining provisions of this Agreement which shall continue in full force and effect. Failure or neglect by either party to enforce any provision of this Agreement shall not be construed nor shall be deemed to be a waiver of a party's rights under this Agreement and shall not prejudice that party's rights to take subsequent action.

**6.5 Assignment.** You shall not, without the prior written consent of OGN, assign, sub-license, sub-contract or otherwise transfer to any third party any of its rights or obligations under this Agreement.

**6.6 Third Party Rights.** Each party agrees that no term of this Agreement will be enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

**6.7 Governing Law and Jurisdiction.** These terms and conditions are subject to the laws of England and Wales and you irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

**6.9 Contacting OGN.** If you need to contact OGN about these terms and conditions or the service provided through the Database, by email to [admin@goplaygolf.co.uk](mailto:admin@goplaygolf.co.uk)

**As at 26<sup>th</sup> May 2020**