

WEBSITE TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY OF OUR SITES

WHAT'S IN THESE TERMS?

These terms tell you about the rules for using any of our websites.

WHO WE ARE AND HOW TO CONTACT US?

www.netball.sport, World Netball Shop and netWorld are sites operated by International Netball Federation Ltd, trading as World Netball Incorporated in the United Kingdom under the Companies Act and registered in England and Wales with Company Number 13027095. Registered Office: Suite 6,02, Floor 6, Tomorrow, MediaCityUK, Salford, M50 2AB, United Kingdom

To contact us, please email info@worldnetball.sport

BY USING OUR SITES, YOU ACCEPT THESE TERMS

By using our sites, you confirm that you accept these terms and conditions and that you agree to comply with them. If you do not agree to these terms, you must not use our sites. We recommend that you print a copy of these terms for future reference.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of user refer to the following additional terms, which also apply to your use of our sites.

Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to use. By using our sites, you consent to such processing, and you warrant that all the data provided by you is accurate.

If you purchase goods from our sites, our Terms and Conditions of supply will apply to the sales.

WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use our sites, please check these terms to ensure you understand the terms that apply at that time.

WE MAY MAKE CHANGES TO OUR SITES

We may update and change our sites from time to time to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

WE MAY SUSPEND OR WITHDRAW OUR SITES

Our sites are made available free of charge. We do not guarantee that our sites, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any other part of our sites for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our sites through your Internet connections are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose, or you are provided with, a user identification code, password, or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable your identification code or password, whether chosen by you or allocated by us at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@worldnetball.sport

HOW YOU MAY USE MATERIAL ON OUR SITES

We are the owner or the licensee of all intellectual property rights on our sites, and in the material published on them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our sites for your personal use and you may draw the attention of others within your organisation to content posted on our sites.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our sites must always be acknowledged.

You must not use any part of the content on our sites for commercial purposes without obtaining a license to do so from us or our licensors.

If you print off, copy, or download any part of our sites in breach of these terms of use, your right to use our sites will cease immediately and you must, at our opinion, return or destroy any copies of the materials you may have made.

DO NOT RELY ON INFORMATION ON OUR SITES

The content on our sites is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our sites.

Although we make reasonable efforts to update the information on our sites, we make no representations, warranties or guarantees, whether express or implied, that the content on our sites are accurate, complete or up to date.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our sites contain links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

USER-GENERATED CONTENT IS NOT APPROVED BY US

Our websites may include information and materials uploaded by other users of the sites, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our sites do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us at info@worldnetball.sport

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our sites or any content on them.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connections with:
 - Use of, or inability to use, our sites; or
 - Use of or reliance on any content displayed on our sites.

In particular, we will not be liable for:

- Loss of profits, sales, business, or revenue;
- Business interruption;
- Loss of anticipated savings;
- Loss of business opportunity, goodwill or reputation; or
- Any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide our sites for domestic and private use. You agree not to use our sites 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.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation (however, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us).

UPLOADING CONTENT TO OUR SITES

Whenever you make use of a feature that allows you to upload content to our websites, or to make contact with other users of our sites, you must comply with the requirements of this policy together with any further instructions provided by us.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our sites will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and any other users of the sites a limited license to use, store and copy that content and to distribute and make it available to third parties.

We also may have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our sites constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our sites if, in our opinion, your post does not comply with the requirements of this policy.

You are solely responsible for securing and backing up your content.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our sites will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our sites. You should use your own virus protection software.

You must not misuse our site knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our sites, the server on which our sites are stored or any server, computer or database connected to our sites. You must not attack our sites 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 Isle of Man Computer Security Act 1992. 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 any of our sites will cease immediately.

RULES ABOUT LINKING TO OUR SITES

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our sites on any website that is not owned by you.

Our sites must not be framed on any other sites, nor may you create a link to any part of our sites other than the home page.

We reserve the right to withdraw linking permission without notice.

The websites with which you are linking to must comply in all respects with the requirements of this policy.

If you wish to link to or make any use of content on our sites other than that set out above, please contact info@worldnetball.sport

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

Your use of our websites will be governed by and construed in accordance with the laws of the Isle of Man and any disputes will be decided only by the courts of the Isle of Man.

OUR TRADEMARKS ARE REGISTERED

The World Netball logo, Fast5 logo, Netball World Cup logo, with or without words are registered trademarks of the International Netball Federation. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under *How you may use material on our sites (above)*.

WORLD NETBALL PRIVACY POLICY

1. INTRODUCTION, SCOPE & APPLICATION

- 1.1. World Netball is committed to protecting and respecting your privacy.
- 1.2. This policy explains how we will aim to protect your data, earn your trust and always ask permission before using your data. On 25th May 2018 the General Data Protection Regulations (GDPR) come into force for all organisations operating in the European Union.
- 1.3. Under these regulations you have the right to know what personal information we collect from you, what we will do with it and how we will store it. You have the right to take your data with you when you leave and to request we takedown any data you do not wish us to hold and display.

2. INFORMATION WE COLLECT FROM YOU

- 2.1. We will collect and process the following data about you:

Information you give us

- 2.2. This is information about you that you give us by filling in forms on our websites or by corresponding with us by phone, e-mail or otherwise. It includes:
 - 2.2.1. information you provide when you register to use our sites including NetWorld (our netball administration system);
 - 2.2.2. agree to participate in an World Netball event
 - 2.2.3. agree to work with us as a member of staff or volunteer on an World Netball Board,committee, panel or working group
 - 2.2.4. subscribe to the World Netball Newsletter, place an order on our sites and when you report aproblem with our sites.

- 2.3. The information you give us may include:

- 2.3.1. your name, address, e-mail address and phone number,
- 2.3.2. date of birth,
- 2.3.3. financial and credit card information,
- 2.3.4. passport details,
- 2.3.5. personal description and photographs.

Information we collect about you:

- 2.4. With regard to each of your visits to our websites we will automatically collect the following information:
 - 2.4.1. Technical information, including the Internet Protocol (IP) address used to connect your computer to the internet, the browser type and version, time zone setting, browser plug-in types and version and the operating system and platform.
 - 2.4.2. Information about your visit including the Uniform Resource Locators (URL), clickstream to, through and from our sites (including date and time), products you

viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks and mouse-overs) and any phone number used to call us.

- 2.4.3. Information to enable the International Umpiring Handbook to be administered online, including personal data, assessment data and history of involvement with World Netball.

Information we receive from other sources.

2.5. This is information we receive about you if you use any of the other websites we operate or the other services we provide – in this case we will have informed you when we collected that data if we intend to share those data internally and combine it with data collected on this sites.

2.6. We will also have told you for what purpose we will share and combine your data. We work closely with third parties and will notify you when we receive information about you from them and the purposes for which we intend to use that information.

3. USES MADE OF THE INFORMATION

3.1. We use information held about you in the following ways:

Information you give to us.

3.2. We will use this information:

- 3.2.1. To carry out our obligations arising from any contracts or agreements entered into between you and us and to provide you with the information, products and services that you request from us;
- 3.2.2. To notify you about changes to our service;
- 3.2.3. To ensure that content from our sites is presented in the most effective manner for you and for your computer. To comply with legal obligations.
- 3.2.4. For quality control and staff training.

Information we collect about you.

3.3. We will use this information:

- 3.3.1. To administer our sites and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- 3.3.2. To improve our sites to ensure that content is presented in the most effective manner for you and for your computer;
- 3.3.3. To allow you to participate in interactive features of our service, when you choose to do so;
- 3.3.4. As part of our efforts to keep our sites safe and secure;
- 3.3.5. To measure or understand the effectiveness of advertising we serve to you and others, and
- 3.3.6. To deliver relevant advertising to you;
- 3.3.7. To comply with legal obligations;
- 3.3.8. For quality control and staff training.

Information we receive from other sources.

3.4. We will combine this information with information you give to us and information we collect about you. We will use this information and the combined information for the purposes set out above.

4. DISCLOSURE OF YOUR INFORMATION

4.1. You agree that we have the right to share your personal information with any member of our group, i.e. International Netball Federation Ltd (trading as World Netball) and INF Secretariat Ltd.

4.2. We may ask your further permission to share your data with those acting on behalf of World Netball such as the Organising Committees of International Events.

5. WHERE WE STORE YOUR PERSONAL DATA

5.1. All information you provide to us is stored on secure servers that may be operated on our behalf by suppliers that may be located outside the European Union.

5.2. Our suppliers are required to comply with the relevant data protection regulations and take appropriate action to keep your data safe.

5.3. Any payment transactions will be encrypted.

5.4. Unfortunately, the transmission of information via the Internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our sites; any transmission is at your own risk.

5.5. Once we have received your information, we will use strict procedures and security features to try and prevent unauthorised access.

5.6. Personal data received on paper such as CVs and Event Participation Agreements will be stored according to the World Netball Document and Data Retention Policy.

6. COOKIES

6.1. Our websites uses cookies to distinguish you from other users of our websites. This helps us to provide you with a good experience when you browse our websites and also allows us to improve our sites.

7. YOUR RIGHTS

7.1. You have the right to ask us not to process your personal data for marketing purposes.

7.2. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes.

7.3. You also have the right to be forgotten and any data you wish to be deleted will be hidden from public view within 36 hours and removed in 30 days.

7.4. You are free to choose whether to provide us with the types of personal information described in this policy, however, we may not be able to serve you as effectively or offer you some or all of our Services when you choose not to share certain information with us.

7.5. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data.

7.6. You can also exercise the right at any time by contacting us at info@worldnetball.sport.

7.7. Our sites may from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these website have their own privacy policies before you submit any personal data to these websites.

8. ACCESS TO INFORMATION

- 8.1. The GDPR give you the right to access information held about you.
- 8.2. Your right of access can be exercised in accordance with the regulations as described in the World Netball Subject Access Request Policy.
- 8.3. We reserve the right to charge a reasonable administrative cost if a request is 'manifestly unfounded or excessive' or if further copies are requested.
- 8.4. The data controller is International Netball Federation Ltd (trading as World Netball) Suite 6,02, Floor 6, Tomorrow, MediaCityUK, Salford, M50 2AB, United Kingdom

9. CHANGES TO OUR PRIVACY POLICY

- 9.1. Any changes to our privacy policy in the future will be posted on our website and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

10. CONTACT

- 10.1. Questions, comments and requests regarding this privacy policy are welcomed and can be addressed to World Netball Suite 6,02, Floor 6, Tomorrow, MediaCityUK, Salford, M50 2AB, United Kingdom