

Sporttell Terms of Use

Welcome to www.sporttell.net (Sporttell) brought to You by The 59 Sporting venue Limited (Us, We or Our). In these terms of use (Terms of Use), You and Your means you the person using or visiting Sporttell or any of its sub “tell” applications

By accessing or using Sporttell, You agree to be bound by these Terms of Use.

These Terms of Use together with Our Privacy Policy set out how You may use Sporttell. The Privacy Policy is an essential part of these Terms of Use and, by agreeing to be bound by these Terms of Use, You also accept and consent to Our Privacy Policy.

We may from time to time vary these Terms of Use. Please check the Terms of Use regularly to ensure You are aware of any variations or amendments made by Us. Your use of Sporttell will be subject to the version of these Terms of Use posted on Sporttell at the time of such use.

1. ABOUT US. 1.1 Sporttell is a website that allows its users to rate, review, and gather information about, golf Sporting venues and courses (Sporting venues), and other sporting facilities & experiences. Sporttell is owned and operated by The 59 Sporting venue Limited, a company incorporated under English law (company number: 06502069) and whose registered office is at The Cottage, 41 Main Street, Swepstone, Leicestershire, LE67 2SG, United Kingdom. 1.2 If You would like to make a complaint about anything contained on Sporttell, please contact Us by writing to us at the following postal or email address with the subject heading “Complaint”: Postal Address: The 59 Sporting venue Limited The Cottage 41 Main Street Swepstone Leicestershire LE67 2SG United Kingdom. Email Address: enquiries@59Sportingvenue.com

2. REGISTERING AN ACCOUNT. 2.1 In order to register as a teller on Sporttell, You must satisfy the following criteria (Teller Criteria): (a) be at least 13 years old; and (b) not be in the following categories of people: (i) those who work at a sporting venue; (ii) those who are an employee, director, agent or representative of a legal entity that owns or operates a Sporting venue in the United Kingdom; or (iii) those who are in the immediate family of any individual who falls into any of the foregoing categories of people. 2.2 By becoming a teller, You are confirming to Us that You satisfy the Teller Criteria set out above in paragraph 2.1. If You do not satisfy the Teller Criteria, then please do not attempt to register as a teller. Your teller account will be terminated without warning if We have any reason to believe that You have not satisfied the Teller Criteria. 2.3 As part of the teller account registration process You will be required to submit a username, password and a valid email address and this information will need to be verified and accepted by Us. We reserve the right to refuse to accept any username which We deem to be inappropriate (in our sole discretion) or which has already been registered for a different account. 2.4 If You are aged between 13 years old and 18 years old please review these Terms of Use and Our Privacy Policy with Your parent or legal guardian to ensure that You and Your parent or legal guardian understand the terms and conditions contained in these Terms of Use and Our Privacy Policy. Registering a Sporting venue account. 2.5 In order to register as a Sporting venue on Sporttell, You must satisfy the following minimum criteria (Sporting venue Criteria): (a) be an employee, director, agent or representative of the legal entity that owns or operates a Sporting venue in the United Kingdom; (b) have the authority to register a Sporting venue account on Sporttell on behalf of the legal entity that owns or operates the relevant Sporting venue; and (c) have the authority to bind the relevant legal entity that owns or operates the relevant Sporting venue to the terms and conditions set out in these Terms of Use. 2.6 As part of the Sporting venue account registration process We will generate and provide to You a username and password. 2.7 By registering a Sporting venue account on Sporttell, You are confirming to Us that

You satisfy the Sporting venue Criteria set out above in paragraph 2.5. If You do not satisfy the Sporting venue Criteria, then please do not attempt to register a Sporting venue account. We may take steps to verify that You have satisfied the Sporting venue Criteria before accepting Your Sporting venue account registration. Your Sporting venue account may not be accepted by Us or, if it has already been accepted by Us, will be terminated by Us without warning if We have any reason to believe that You have not satisfied the Sporting venue Criteria. 2.8 If You have reason to believe that someone who does not satisfy the Sporting venue Criteria has registered a Sporting venue account on Sporttell, please tell us immediately, by writing to Us at the following email address with the subject heading "Unauthorised Sporting venue Account" and including any supporting evidence which You may have to support Your suspicion: enquiries@59club.com. 2.9 We will investigate Your concerns as soon as reasonably practicable following Our receipt of Your email notice and inform You of Our decision and the steps We have elected to take by writing to the email address from which Your email notice was sent.

Charges 2.10 There is currently no charge to create an account with Sporttell or to access Sporttell. However, We may stop offering Sporttell free of charge and We may offer paid subscriptions at any time in the future. However, if We do stop offering Sporttell free of charge, We will post a notice on Sporttell to inform You of the change and the process available to you. 2.11 Sporting venue Accounts include the option to access analytical software which will give You Feedback and Ratings analysis, including trends and patterns against other Sporting venues and a private messaging option between Sporting venues and tellers. In order to access such features, You will need to pay the then current annual fee (Analytics Fee). We reserve the right to change the Analytics Fee at any time. If We change the Analytics Fee, We will provide You with no less than 14 days' prior written notice by emailing You at the email address registered to Your Sporting venue account. In the event that Your Sporting venue account is cancelled by Us due to Your breach of these Terms of Use, no refund of the Analytics Fee shall be due.

Access to registered accounts 2.12 Once You have a registered account, it is Your responsibility to keep Your account username and password secret. We will be entitled to assume that any person logging into Your account is either You or someone doing so with Your permission. You are responsible and liable for any actions of any person that logs into Your account. You should notify Us immediately if You suspect that anyone else knows Your username and password or that anyone has logged into Your account as You by writing to us at the following postal or email address with the subject heading "Unauthorised Access": Postal Address: The Cottage 41 Main Street Swepstone Leicestershire LE67 2SG Email Address: enquiries@59club.com 2.13 We will be entitled to suspend Your registered account if We reasonably believe that You have failed to keep Your username and password secret or if You, or anyone else, unsuccessfully attempts to log into Your Sporttell account on 3 successive occasions.

3. USE OF SPORTTELL 3.1 Subject to Your continued compliance with these Terms of Use, We hereby grant to You a nonexclusive, non-transferable, non-sublicensable, revocable licence to access and use Sporttell for Your own personal, non-commercial entertainment. If You breach any provision of these Terms of Use, this licence and Your authorisation to use Sporttell will automatically and immediately terminate and You must immediately cease to use Sporttell. 3.2 You may not use Sporttell in any improper or unlawful manner or in breach of any legislation or licence that applies to You. 3.3 Without limiting the foregoing, You agree that when using Sporttell You will not: (a) reverse engineer, decompile, disassemble or otherwise attempt to obtain Sporttell's source code; (b) harass others or disclose personal information about any third party that could amount to harassment; (c) publish, post, upload, store, distribute or disseminate any unlawful, fraudulent, defamatory,

untruthful, infringing, obscene, pornographic, harmful, confidential, libellous, hateful, racist, threatening or otherwise illegal or offensive material or information or anything which might constitute a criminal or civil offence; (d) submit any content or any upload files which contain software or other material which are the Intellectual Property Rights (as defined in paragraph 6.1 below) of any third party or which are protected by any third party's rights of privacy or publicity without having received all necessary consents from such third party; (e) upload files which contain viruses, corrupted files, or any other software or programs which may interfere with or damage the operation of Sporttell or any other computer; (f) use software (including any spider, scraper or bot) to monitor, harvest or copy any information from Sporttell or any Sporttell user; (g) create multiple teller accounts; (h) impersonate any other person or Sporting venue; (i) promote any activity that is illegal; (j) attempt to solicit funds, advertisers or sponsors; and/or (k) if You are a Sporting venue, reject genuine tells for any reason. 3.4 You agree to comply with all reasonable instructions that We may give You regarding Your use of Sporttell. 3.5 You are also responsible for obtaining (at Your own cost) all necessary devices and telecommunications services required to access Sporttell. We will be entitled to assume that any person using Your device to access Sporttell is either You or someone doing so with Your permission. You are responsible and liable for any actions of any person that accesses Sporttell using Your device.

4. FEEDBACK AND RATINGS 4.1 If You have a registered teller account, You may provide feedback about the Facilities at which You have attended (Feedback), rate Your experience of attending at that Sporting venue by using the Sporttell rating system (Ratings) and upload photographs of Your experience of attending at that Sporting venue (Photos). Only tellers may provide Feedback, Ratings and Photos. 4.2 In order to provide Feedback, Ratings or Photos, You must first provide Us, either manually or via your device automatically with the following information about the booking/attendance You made at the relevant Sporting venue (Pre-Tell Information): (a) the name of the Sporting venue at which You attended; (b) the name under which the booking was made, or your last name in the event that a booking was not required; (c) the date on which You attended the Sporting venue; and (d) the time at which You were booked in to attend at the Sporting venue. 4.3 We may use the Pre-Tell Information You provide Us with to verify that You actually attended at the Sporting venue when You said You did, so please provide accurate and truthful information. We shall use reasonable endeavours to ensure that Your Feedback, Rating or Photos are verified within 48 hours of being provided and go live within 24 hours of being verified. If We are unable to verify Your Pre-Tell Information, We may either allow Your information to go live on Sporttell with a notice that it has not been verified or not allow Your Information to go live on Sporttell. We may remove Your Feedback, Rating or Photos relating to that Sporting venue if it has gone live already. 4.4 Once you have provided Us with the relevant Pre-Tell Information, You will then have the option of Rating and providing Feedback and Photos relating to: (a) the Sporting venue/experience; (b) the food available at the Sporting venue; (c) the staff's attitude; and (d) the facilities available at the Sporting venue. 4.5 Once You have provided Your Feedback, Rating and/or Photos, We may contact the relevant Sporting venue and verify the Pre-Tell Information You provided to Us pursuant to paragraph 4.2 and You hereby grant to Us the necessary rights, permissions and authority We need to be able to do so. We won't disclose Your Feedback, Rating or Photos to the Sporting venue during this verification process. 4.6 Any Feedback, Ratings and Photos that You provide may be publicly available when they go live on Sporttell. Please therefore be selective about what information You provide in Your Feedback. You must not include the following information in Your Feedback: (a) telephone number(s); (b) postal or email address(es); (c) surname(s); (d) banking details; (e) national insurance number(s); and/or (f) any other personally identifying information. 4.7 If other tellers have posted material which is inaccurate, inappropriate, offensive or does not comply with any of the provisions

of these Terms of Use We will have no responsibility or liability for such material. Please use the reporting tool on Sporttell if You believe any Feedback or Photos posted on Sporttell are defamatory, offensive, unlawful or inappropriate. 4.8 We may delete or remove any Feedback or Ratings from Sporttell immediately without notice for any or no reason, including without limitation, if We believe in Our absolute discretion that such Feedback: (a) infringes the Intellectual Property Rights or other proprietary rights of any third party or is otherwise unlawful; (b) is offensive, untruthful, insulting, defamatory, obscene, indecent, objectionable or otherwise inappropriate; and/or (c) is in breach of these Terms of Use. 4.9 Such removal will be without any admission as to liability and without prejudice to Our other rights and remedies.

5. THIRD PARTY WEBSITES 5.1 Sporttell contains links to other websites that are either owned by Us or by third parties. By way of example, Sporttell may contain advertisements or links that, if selected by You, will take You out of Sporttell and to a third party's website. We have no control over any third party website which You access via Sporttell and therefore make no warranties or representations whatsoever about any third party website which You may access through Sporttell or any of the services that are available via any such third party website. 5.2 Third party websites are in no way approved, vetted, checked or endorsed by Us and You agree that We will not be responsible or in any way liable for the content, accuracy, compliance with relevant laws or accessibility of any information, data, advice or statements or for the quality of any products or services available on such third party websites. Links do not necessarily imply that We are, or that Sporttell is, affiliated to, or associated with, such third party websites. If You decide to visit any third party website, You do so at Your own risk. In addition, use of any third party website may be subject to Your acceptance of additional terms and conditions, which We suggest You read carefully before proceeding.

6. INTELLECTUAL PROPERTY 6.1 For the purposes of these Terms of Use, Intellectual Property Rights means patents, registered and unregistered trademarks and service marks, domain names, registered designs and design rights, copyright (including such rights in computer software and databases), database rights and moral rights (in each case for the full period thereof and extensions, revivals, reversions and renewals thereof), applications for the foregoing and the right to apply for or enforce any of the foregoing anywhere in the world, and all similar rights anywhere in the world including those subsisting in inventions, designs, drawings and computer programs. 6.2 All Intellectual Property Rights in and to Sporttell and any content, materials or information made available by Us on Sporttell are owned, and will remain owned, by Us or Our licensors at all times. 6.3 These Terms of Use are not intended to prevent You recording in manual form any individual item of information from Sporttell or disclosing any individual item of information from Sporttell, free of charge, to friends or relations for non-commercial purposes provided that You take all reasonable steps to ensure that any person to whom You may disclose such information complies with these Terms of Use. 6.4 We do not claim any ownership of any Intellectual Property Rights in the Feedback or Ratings that you post on Sporttell. After posting any Feedback or Ratings on Sporttell, You will retain all rights of ownership in and to such Feedback or Ratings and You may use Your Feedback in any way You choose (provided it does not breach any of these Terms of Use). 6.5 You warrant and undertake that You own the Intellectual Property Rights in and to all Feedback that You post on Sporttell. 6.6 You grant, and You represent and warrant that You have the right to grant, to Us a non-exclusive, irrevocable, perpetual, transferable, sub-licensable, worldwide, royalty-free licence to publicly perform, copy, reproduce, display, communicate to the public, modify, edit, manage, distribute and store any and all of Your Feedback and Ratings as part of Sporttell or as part of any materials used to promote, market or advertise Sporttell as well as for any other required use anywhere in the world in any and all media now known or developed in the future. 6.7 You hereby

unconditionally and irrevocably waive, in respect of Your Feedback and Ratings, all rights to be identified as the author or director of such Feedback and/or Ratings and all rights to object to the derogatory treatment of your Feedback and/or Ratings to which You may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 (as amended from time to time) and under all similar legislation from time to time in force anywhere in the world. 6.8 You acknowledge that, other than as set out in these Terms of Use, We do not monitor the Feedback and/or Photos and/or any of the other content that is made available by tellers on Sporttell. If You believe that any Feedback, Photos or other content available on Sporttell: (a) infringes Your Intellectual Property Rights or other proprietary rights; and/or (b) is defamatory to You; and/or (c) is otherwise in breach of these Terms of Use, please use the reporting tool on Sporttell. 6.9 Any removal of such Feedback, Photos or other content will be without any admission as to liability and without prejudice to Our other rights and remedies.

7. DISCLAIMERS 7.1 We will exercise all reasonable skill and care in providing Sporttell. However, We are not able to guarantee the availability of Sporttell nor the accuracy, completeness, currency or reliability of any content, materials or information on Sporttell that derives from third parties (including any of Our licensors or third party partners). 7.2 Except as expressly provided in these Terms of Use, Sporttell and all materials and information provided through it are provided on an "as is" basis without guarantee of any kind and any conditions, statements and warranties (including any warranty of reliability, completeness, accuracy, fitness for a particular purpose or non-infringement) are excluded to the fullest amount permissible by law. 7.3 Without limiting the foregoing, We cannot guarantee and do not promise that Sporttell and all content, materials and information provided through it will meet Your requirements. Therefore We advise You to check any content, materials and/or information provided to You through Sporttell as any reliance that You place on the accuracy, completeness, currency or reliability of such content, materials and/or information is at Your own risk.

8. LIMITATION OF LIABILITY 8.1 Nothing in these Terms of Use limits or excludes Our liability for anything that cannot be excluded by applicable law. 8.2 Subject to paragraph 8.1, You agree that We will not be liable for: (a) any direct loss, claim or damage; (b) any indirect loss, claim or damage, or any punitive, special, incidental or consequential damages of any kind (including lost savings or loss or corruption of data); or (c) any loss of profit (whether direct or indirect), in each case whether based in contract, tort (including negligence), strict liability, or otherwise, which arises out of or is in any way connected with any: (i) use of Sporttell; (ii) failure or delay in the use of any component of Sporttell or any service including any unavailability of Sporttell or any service irrespective of duration of any period of unavailability; (iii) Feedback or Photos which may be defamatory of You; and/or (iv) use of or reliance upon any content, materials, information, software, services and related graphics obtained via Sporttell, in all cases even if We have been forewarned of the possibility of such loss or damage. 8.3 Without limiting the effect of paragraph 8.2, due to the inherent risks of using the Internet, We cannot be liable for any damage to, or viruses that may infect, Your device or any other property when You are using Sporttell. The downloading or accessing of any content, material and/or information made available via Sporttell is done at Your own discretion and risk and with Your agreement that You will be solely responsible for any damage to Your device or loss of data that results from the downloading or acquisition of any such content, material and/or information. 8.4 You agree to indemnify Us against any claims or legal proceedings that may arise through Your use of Sporttell or from any breach of these Terms of Use by You. We will notify You of any such claims or proceedings and keep You informed as to the progress of such claims or proceedings. 8.5 Nothing in these Terms of Use affects Your statutory rights under the Sale of Goods Act 1979 or the Supply of Goods and Services Act 1982.

9. TERMINATION 9.1 We may remove Sporttell or cease providing any of the features or services provided via Sporttell at any time in Our absolute discretion for any reason whatsoever. 9.2 You may cancel Your teller account at any time by writing to Us at the following email address with the subject heading "Account Termination": enquiries@59Sportingvenue.com. 9.3 You may cancel Your Sporting venue account at any time on no less than 30 days' prior written notice. You may notify Us by writing to Us at the following email address with the subject heading "Account Termination": enquiries@59Sportingvenue.com. 9.4 Nothing in this paragraph 9 will affect the accrued rights and liabilities of either You or Us as at the time of the removal or cancellation of Your account.

10. DATA PROTECTION AND PRIVACY 10.1 We will only use any personal information that We collect about You in accordance with Our Privacy Policy. This policy forms an essential part of these Terms of Use and it is important that You read it. By accepting these Terms of Use You also accept and consent to Our Privacy Policy.

11. Privacy Policy and Cookies Policy. In this privacy and cookies policy (Privacy Policy), You and Your means you, the person using or visiting Sporttell. **You consent to the collection, use and transfer of Your information in accordance with this Privacy Policy.** By accessing or using Sporttell, You agree to the terms of this Privacy Policy. Sporttell is a website that allows its users to rate, review, and gather information about, sporting venues and experiences. This Privacy Policy, together with Our Terms of Use, is intended to assist You in making informed decisions when using Sporttell and/or using any of the other services that are provided through Sporttell. This Privacy Policy also contains information about the cookies that We use on Sporttell and what We use them for. Please take the time to read and understand this Privacy Policy. By using Sporttell,

11.1 CONTACTING US. 1.1 For the purpose of the Data Protection Act 1998 ("Act"), and GDPR 2018 ("Act") the data controller in respect of any personal information that You submit to Us on Sporttell is The 59 Sporting venue Limited, a company incorporated under English law (company number: 06502069) and whose registered office is at The Cottage, 41 Main Street, Swepstone, Leicestershire, LE67 2SG, United Kingdom. 1.2 If You want to know what information We hold about You or if You have any other queries in relation to this Privacy Policy, please contact Us by writing to Us at the following postal or email address with the subject heading "Privacy": Postal Address: Data Protection Officer The 59 Sporting venue Limited The Cottage 41 Main Street Swepstone Leicestershire LE67 2SG United Kingdom Email Address: enquiries@59Sportingvenue.com

11.2. WHAT INFORMATION DO WE COLLECT? 2.1 We will collect information that You provide to Us when You: (a) access Sporttell; (b) use Sporttell (including, but not limited to, when You register a Sporttell account); and/or (c) contact Us. 2.2 Such information may include: (a) information about the Internet-enabled electronic device (Device) You used to access Sporttell (including, but not limited to, Your Device's IP Address); (b) Your usage of Sporttell, including the: (i) amount of time You spend on Sporttell; (ii) amount of time You spend on any page on Sporttell; and (iii) search queries You make on Sporttell; (c) information You submit to Us during the registration of Your Sporttell account, including Your: (i) username; (ii) password; and (iii) email address; (d) information that You submit to Us following Your third tell, including Your: (i) memberships status; (ii) name of Sporting venue; (iii) sporting ability range; (iv) visiting frequency; (v) date of birth; (vi) gender; (vii) ethnicity; and (viii) occupation; (e) information that You submit to any third party website that You access from an advertisement contained on Sporttell; (f) information that You provide to Us when You complete any surveys that You elect to take part in; (g) information that You submit to Us when uploading photographs on Sporttell; and/or (h) any other information that You submit to Us when You contact Us (such as Your name, postal address or telephone number). 2.3 We will only use any information that We collect from You in accordance with this Privacy Policy.

11.3. COOKIES 3.1 We use cookies to ensure that You get the most out of Sporttell. Cookies are small amounts of information in the form of text files which Sporttell stores on Your Device. Cookies allow Us to monitor Sporttell's traffic, simplify Your visits to Sporttell (for example, by remembering which login details). A temporary cookie is also used to keep track of Your "session". Without that temporary cookie (which is not stored after You quit Your browser) You would have had to log on again on each page. For further information on the types of information that We collect using cookies, please refer to paragraph 2 above. 3.2 If You do not wish Sporttell to install cookies on Your Device, You can change the settings on Your Internet browser to reject cookies. For more information about how to reject cookies using Your Internet browser settings please consult the "Help" section of Your Internet browser (or alternatively visit <http://www.aboutcookies.org>). Please note that, if You do set Your Internet browser to reject cookies, You may not be able to access all of the functions on Sporttell and Your experience whilst using Sporttell may be less satisfying without the use of cookies. 3.3 The first time You visit Sporttell You will be presented with a notification that We use cookies on Sporttell. By proceeding to use Sporttell You are consenting to Our use of cookies as described in this Privacy Policy. 3.4 In addition, third party advertisers whose advertisements appear on Sporttell or whose websites You visit when You click on certain links on Sporttell may use and install cookies on Your Device. Please consult the relevant third party advertiser's terms and conditions and privacy policy to find whether they use cookies and what they may use them for. 3.5 The names of the cookies used by Us on Sporttell and the purposes for which these cookies are used are set out in the list below:

Cookie_Policy_Agreed. Created once a website user agrees to this cookie policy to prevent popup showing again. persistent 30 days. **Username** Stores your username. Will be removed when session ends if "remember me" not checked when logging in, Session/persistent 30 days. **Booking date** Stores tell booking date. Cleared when tell submitted/session ends temporary 24 hours.

Booking_hour. Stores tell booking hour Cleared when tell submitted/session ends. temporary 24 hours. **Booking_minute** Stores tell booking date Cleared when tell submitted/session ends temporary 24 hours. **Booking_name** Stores tell booking name Cleared when tell submitted/session ends temporary 24 hours. **Oid_course** Stores tell course oid. Cleared when tell submitted/session ends temporary 24 hours. **Teller_postcode** Stores teller postcode. Cleared when tell submitted/session ends temporary 24 hours . **Ci_session** Session oid. Cleared when session ends session 24 hours. **Comments_questionsection x_** Stores comments for each section/subsection. Cleared when tell submitted/session ends temporary 24 hours. **Score_questionsection_x** Stores scores for each section/subsection. Cleared when tell submitted / session ends temporary 24 hours

11.4. HOW DO WE USE THE INFORMATION THAT YOU PROVIDE TO US? 11.4.1 We use Your information in the following ways: (a) to ensure that the content in Sporttell is presented in the most effective manner for You and Your Device; (b) to provide customer service to You in relation to Your use of Sporttell, to deal with enquiries and complaints relating to the use of Sporttell and to notify You about any changes to the services that We provide via Sporttell; (c) to gather usage statistics; (d) to send You reminder and verification notifications such as password reminders; (e) to send You marketing materials provided that You have expressly consented to Us doing so; (f) to inform You about changes to Our Terms of Use and/or this Privacy Policy; (g) to administer, support, improve, optimise and develop Sporttell; and (h) for security purposes.

11.5. DISCLOSURE OF YOUR INFORMATION 5.1 Other than as expressly set out in this Privacy Policy or as otherwise required or permitted by law, We will not share, sell or distribute any of the information You provide to Us without Your consent. 5.2 We will only disclose Your information to any: (a) person to whom disclosure is necessary to enable Us to enforce Our rights under this

Privacy Policy or under Our Terms of Use; (b) competent government authority or court where We are legally required to do so; and (c) third party advertisers in an aggregated form.

11.6. THIRD PARTY WEBSITES 11.6.1 Sporttell may contain links to other websites that are either owned by Us or by third parties. By way of example, Sporttell may contain advertisements or links that, if selected by You, will take You out of Sporttell and to a third party's website. We do not control and accept no liability or responsibility for any third party website and this Privacy Policy does not apply to any such website. Please consult the terms and conditions and privacy policy of any third party website You access via an advertisement or link on Sporttell to find out how the third party operator of that website collects and uses Your personal information and to establish what they may use Your personal information for. 11.6.2 We may receive some of the information that You submit to any third party website that You access from an advertisement contained in Sporttell. Both We and the owner or operator of that third party website will be the data controller in respect of any such information.

11.7. HOW DO WE PROTECT YOUR INFORMATION? 11.7.1 We have put in place appropriate security measures to protect Your personal information from access by unauthorised third parties and unlawful processing, accidental loss, destruction and damage. However, You acknowledge that data transmission over the Internet is inherently unsecure and that We cannot guarantee the security of any data that You send over the Internet. 11.7.2 The information that You provide to Us will be collected and processed by Us or by a data processor appointed by Us to undertake processing on Our behalf. Your personal information shall be transferred and stored on servers located outside the European Economic Area. We will take steps to ensure that Your personal information is treated securely and in accordance with this Privacy Policy. By submitting Your personal information, you agree to this transfer, storing or processing. 11.7.3 Your personal information will only be held by Us for a reasonable period or as long as the law requires or permits.

11.8. HOW CAN YOU ACCESS YOUR INFORMATION. 11.8.1 You may at any time request access to and/or, if incorrect, rectification of Your personal information by calling us on 00 44 1530 440004 , writing to Us at enquiries@59club.com with the subject heading "Data Subject Access Request": Postal Address: Data Protection Officer The 59 Sporting venue Limited The Cottage 41 Main Street Swepstone Leicestershire LE67 2SG United Kingdom Email Address: enquiries@59Sportingvenue.com. 11.8.2 We reserve the right to ask You for proof of Your identity

11.9. CHANGES TO OUR PRIVACY POLICY. 9.1 By accessing Sporttell You consent to Our collection and use of Your information as described in this Privacy Policy. If We change Our privacy policies and procedures, We will notify You of those changes and keep You aware of what information We collect, how We use it and under what circumstances We may disclose it.

12. GENERAL 12.1 Any failure or delay by Us to enforce any of Our rights under these Terms of Use will not be taken as or deemed to be a waiver of that or any other right unless We acknowledge and agree to such a waiver in writing. 12.2 These Terms of Use are not intended to be for the benefit of, and will not be exercisable by, any person who is not a party to these Terms of Use under the Contracts (Rights of Third Parties) Act 1999 or otherwise. 12.3 If any part of these Terms of Use is or becomes invalid, illegal or unenforceable, the remainder of these Terms of Use will remain valid and enforceable. 12.4 These Terms of Use and Our Privacy Policy set out the full extent of Our obligations and liabilities concerning Sporttell and the services We provide via Sporttell and replace any previous agreements and understandings between Us and You. 12.5 Subject to paragraph 8.2, You will have no remedy in respect of any untrue statement made to You upon which You relied in entering into these Terms of Use other than any remedy You may have for breach of the express

terms of these Terms of Use. 11.6 These Terms of Use and any dispute or claim arising out of or in connection with them will be governed by and construed in accordance with English law and You and We each irrevocably agree to submit to the exclusive jurisdiction of the English courts.