

Terms of Service

1. General

1.1 www.gotournamental.com is operated by Go Tournamental Limited ("We" "Us" "Our") . We are registered in England and Wales under company number 9301257 and have Our registered office at Go Tournamental Ltd, Hawley Manor, Hawley Road, Dartford, Kent, DA11PX.

1.2 This document (together with any documents referred to in it) tells you the terms of service ("Terms") which apply to Our website www.gotournamental.com, which provides a sports tournament planning service. The Terms apply whether you are a guest or a registered user. By using Our Website, you indicate that you accept these Terms and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using the Service. We reserve the right to update and change the Terms from time to time without notice or acceptance by you.

2. Free BETA Trial

2.1 By subscribing to the Free Beta Trial you are not committing to any payment for the service during your trial period.

2.2 As a Trial user, you agree to: • Test and evaluate the Service provided to you to ensure it will meet with your needs and requirements. • Inform Us of any errors or defects you may encounter in connection with the Service. • Comply with any reasonable requests and instructions from Us in connection with the Trial, which may be provided from time to time during the Trial • Provide Us with your comments, evaluations, suggestions, and recommendations regarding the Trial ("Feedback"), all as voluntarily provided by you or as may otherwise be requested by Us. All Feedback that you provide or make available to Us during a Trial, however communicated by you and whether at Our request or not, shall be the sole and exclusive property of GoTournamental from that point onwards, and you hereby irrevocably assign to Us all of your rights, title and interest in and to such Feedback, including, without limitation, any and ALL intellectual property (IP) rights in or to any such Feedback.

3. Description Of Service

3.1 The Service is web-based and allows users that register for an account on the Service (each an "Account Holder") to create, update and run a sports Tournament via the internet. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new GoTournamental tools and resources, shall be subject to these Terms.

3.2 In order to use the Service, you must arrange for access to the Internet and provide all equipment necessary to make such connection. Our Service may include certain communications from Us, such as service announcements, administrative messages, which are considered part of GoTournamental membership, although you will be able to opt out of receiving them. You agree not to access the Service by any means other than through the interfaces that are provided by GoTournamental for use in accessing the Service.

3.3 Within the Service We have provided You with the ability to download a spreadsheet copy of your Tournament fixtures to your personal computer and you acknowledge that it is your sole responsibility to take a copy of your fixtures to be used on the event day should the service be not available or if the software contains a fault or error that stops you being able to use the Service. If you have previously relied on using printed materials to display Fixtures and Results on the event day, we strongly suggest you make arrangements, at your cost, for these to be available to you on the day in the event that the Service is not available to you.

4. Registration

4.1 Users under 13 years of age may access the Website but cannot be an Account Holder or create a GoTournamental ID.

4.2 In order to use the Service, you must have a valid GoTournamental account. To be an Account Holder with Administrator capabilities, you must accept these terms and conditions and provide GoTournamental with a valid email address and other information ("Registration Data"). As an Account Holder, you will choose a password to enable you to have access to the service. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account.

4.3 You agree to immediately notify Us in writing of any unauthorised use of your password or account or any other breach of security and you must ensure that you exit from your account at the end of each session. We will not be liable for any loss or damage arising from your failure to comply with this clause 4.3.

4.4 You agree to provide true, accurate, current and complete information about yourself as prompted by the Service's registration form, and you must maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, We have the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any part thereof).

5. Charges and Payment

5.1 Some of our packages are only available if you pay for them. The charges for the different packages are shown on the Website and are inclusive of VAT.

5.2 We reserve the right to change the charges at any time by giving you not less than 30 days' notice.

6. Cancellation and Termination

6.1 If you cancel the Service, your cancellation will take effect immediately. After cancellation, you will no longer have access to your Tournament and all information contained therein may be deleted. We accept no liability for such deleted information or content.

6.2 We may, in our sole discretion, terminate your password, and/or account, and remove and discard any Content within the Service, for any reason, including and without limitation, the lack of use, or if We believe that you have violated or acted inconsistently the Terms. We may also, in our sole discretion and at any time, discontinue providing the Service, or any part thereof, with or without notice.

6.3 You agree that any termination of your access to the Service under these Terms may be effected without prior notice. We reserve the right to bar any further access to the Service or data contained therein. We will not be liable to you or any third-party for any termination of your access to the Service.

7. Privacy

We may collect your data when you use the Website. For further information please refer to our cookie policy and privacy policy.

8. Content And Conduct Rules And Obligations

8.1 You understand that all information, data, text, software, images, photographs, graphics or other materials ("**Content**") are the sole responsibility of You the Account holder from where such Content originated. You are entirely responsible for all Content that you upload, post, transmit or otherwise make available via the Service. We do not control the Content posted via the Service and, as such, do not guarantee the accuracy, integrity or quality of such Content.

8.2 You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will We be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Service.

8.3 We do not pre-screen Content, but We and Our designees shall have the right (but not the obligation) in Our sole discretion to refuse, move or delete any Content that is available via the Service. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. You acknowledge that you may not rely on any Content created or submitted by Us.

8.4 We may preserve Content and may also disclose Content if required to do so by law or if We believe, in the good faith, that such preservation or disclosure is reasonably necessary to:

8.4.1 comply with legal process;

8.4.2 enforce these Terms;

8.4.3 respond to claims that any Content violates the rights of third-parties; or

8.4.4 protect the rights, property, or personal safety of GoTournamental, its users and the public.

8.5 Should Content be found or reported to be in violation with, but not limited to, the following terms, it will be in GoTournamental's sole discretion as to what action should be taken. You agree that you will not:

8.5.1 upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy (including the disclosing of any address, email, phone number, or any other contact information without the written consent of the person to which such information relates), hateful, or racially, ethnically or otherwise objectionable;

8.5.2 impersonate any person or entity, including, but not limited to, any GoTournamental official, club or team representative or falsely state or otherwise misrepresent your affiliation with a person or entity;

8.5.3 upload, any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware; and

8.5.4 interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service.

9 Viruses, Hacking And Other Offences

9.1 You must not misuse Our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to Our Site, the server on which Our Site is stored or any server, computer or database connected to Our Site. You must not attack Our Site via a denial-of-service attack or a distributed denial-of service attack.

9.2 By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. 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 Our Site will cease immediately.

9.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of Our Site or to your downloading of any material posted on it, or on any website linked to it

10. Intellectual Property Rights

10.1 We are the owner or the licensee of all intellectual property rights in the Service, Website, and in the material published on it and any necessary software used in connection with the Service ("Software"). These works are protected by copyright laws and treaties around the world. All such rights are reserved. Except as expressly authorised by Us or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

11. Third Parties And Advertisers

11.1 The Service may include advertisements, which are necessary for Us to provide the Service. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. We will not be liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

11.2 The Service may provide, or third parties may provide, links to other websites or resources. We have no control over such websites and resources and We are not responsible for the availability of such external sites or resources.

11.3 In circumstances where You the Account Holder has included advertisements with links to other websites, You acknowledge that we have no control over the adverts or links provided by you and that We will not be liable for any loss or damage resulting from adverts posted by You.

11.4 You further acknowledge and agree that GoTournamental shall not be responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such website or resource.

12. Indemnity

12.1 You agree to indemnify Us, and Our subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your Content, your use of the Service, your guests activities, your connection to the Service, your violation of these Terms, whether you are a registered user or not. You are solely responsible for your actions when using the Service.

12.2 Nothing on our website constitutes advice, nor does the transmission, downloading or sending of any information or the Material create any contractual relationship.

13. Resale Of Service

13.1 You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by GoTournamental.

14. General Practices Regarding Use And Storage

14.1 You acknowledge that We may establish general practices and limits concerning use of the Service and may modify such practices and limits from time to time without notice to you.

15. Disclaimer

15.1 You expressly understand and agree that your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

15.2 We will make reasonable efforts to maintain the Service, however, We are not responsible for any damage, loss of data, customer information or vendor data, revenue, or other harm to business arising out of delays, mis-delivery or non-delivery of information, restriction or loss of access, bugs or other errors, unauthorised use due to your sharing of access to the service, or other interaction with the service. You are responsible for maintaining and backing-up your data and information that may reside on the service that you rely on.

15.3 We do not warrant that:

15.3.1 the Service will meet your specific requirements;

15.3.2 the Service will be uninterrupted, timely, secure, or error-free;

15.3.3 the results that may be obtained from the use of the Service will be accurate or reliable;

15.3.4 the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations; and

15.3.5 any errors in the software will be corrected.

15.4 Any material downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

15.5 No advice or information, whether oral or written, obtained through or from the Service shall create any warranty not expressly stated in these Terms.

16. Limitation of Liability

16.1 In no event shall GoTournamental its affiliates, officers, directors, employees, licensors or any third parties be liable for any direct, indirect, incidental, special or consequential damages (including but not limited to any loss of data, income or revenue, business, profits or contracts) arising out of the use of or inability to use The Service (including but not limited to its content), third party applications or third party application content, even if you have advised GoTournamental about the possibility of such loss, and including any damages resulting therefrom.

16.2 Your only right with respect to any problems or dissatisfaction with the Service is to stop using the Service provided by GoTournamental or any third party application content. Nothing in this Agreement removes or limits GoTournamentals liability for fraudulent misrepresentation, death or personal injury caused by its negligence.

17. General

17.1 Failure by Us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

17.2 These Terms constitute the entire agreement between you and Us and govern your use of the Service, superseding any prior agreements.

17.3 If a court says that part of this agreement is not enforceable in law the rest of the agreement shall still be enforceable.

17.4 The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to Our Website or use of Our Service, although, We retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

17.5 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18. Contact Us

18.1 If You have any questions, comments or concerns regarding these Terms please contact us using the page supplied or write to us at GoTournamental Limited, Hawley Manor, Hawley Road, Dartford, Kent, DA11PX

18.2 Please report any violations of these Terms to admin@gotournamental.com