

# TERMS OF USE

*(hereinafter referred to as the “Terms”)*

*These Terms are effective from 26<sup>th</sup> July 2020. All previous terms are cancelled, null and void.*

Please read this Terms of Use (“Terms”) carefully, all parts of these Terms apply to all use of the Website, Services and participation in all Competitions provided by the Company via the Website. If you do not accept these Terms, do not use the Website or participate in the Company’s Services.

## 1. **Definitions**

1.1. The definitions and rules of interpretation in this clause apply in this Agreement

“Business”

Means the continual provisions  
of to the Services and  
Competitions

“Communication”

Means communication by means  
of electronic transmission,  
including by telephone, any type  
of messaging service, internet  
connected or wireless computer  
access, e-mail or any similar  
technology or device

“Competition”, “Event”

Means the Financial Modeling  
World Cup Competition

“Industry Standard Practice”

The Standard Business Practices  
within the specific Industry and  
within the European Union

“Notice”	“Notice” shall mean an instrument in writing, unless otherwise prescribed
“Participant”	A registered User which is Participating in a Competition
“User(s)”, “You”, “Your”	Means reference to any person using the Website or the Services of the Company and/or any registered individual or legal entity of the Website.
“Website”	Means the Company’s Website; <a href="http://www.FMWorldCup.com">www.FMWorldCup.com</a>
“We”, “Our(s)”	Means reference to the Company

## 2. **Certain Defined Terms**

- 2.1. Clauses and Schedule Headings: Clauses and Schedule headings do not affect the interpretation of these Terms.
- 2.2. References to “Persons”: A “Person” includes a natural person, a corporate or unincorporated body, whether or not having a separate legal personality.
- 2.3. References to Laws: A reference to a particular law is a reference to it as it is in force from time to time taking into account of any and all amendments, extensions, applications or re-enactment, and includes any subordinate legislation from time to time in force made under it.
- 2.4. References to the Singular and Plural: A reference to a particular law is a reference to it as it is in force from time to time taking into account of any amendment, extension, application or re-enactments and, include any subordinate legislation from time to time in force made under it.

## 3. **Scope**

- 3.1. By using our Website, and/or registering an Account on the Website, and/or Participating in our Competition, you agree to be bound by our;

- 3.1.1. Terms of Use,
  - 3.1.2. Competition Rules,
  - 3.1.3. Privacy & GDPR Policy,
  - 3.1.4. Disclaimer,
  - 3.1.5. Cookies Policy,
  - 3.1.6. Rules Applicable to each Competition which may change from time to time.
- 3.2. We may need to change these Terms from time to time for a number of reasons, including to comply with applicable laws and regulations, and regulatory requirements.
- 3.2.1. All changes and updates will be published on the Website.
  - 3.2.2. The most up to date Terms will be available on the Website.
  - 3.2.3. If any change is unacceptable to you, you should cease using the Website and/or close your account.
  - 3.2.4. If you continue to use the Website after the date on which the changes to the Terms come into effect, you will be deemed to have accepted those changes.
- 3.3. The right to access and/or use the Website, including any or all of the Services offered via the Website, may be illegal in certain countries.
- 3.3.1. You are responsible for determining whether your accessing and/or use of the Website is compliant with applicable laws in your jurisdiction and you warrant to us that gambling is not illegal in the territory where you reside.
- 3.4. We are committed to providing excellent customer service. As part of that commitment, we are committed to supporting responsible gambling.
- 3.4.1. Although we will use its reasonable endeavours to enforce responsible gambling policies, we does not accept any responsibility or liability if you nevertheless continue gambling and/or seek to use the Website with the intention of deliberately avoiding the relevant measures in place and/or the Company is unable to enforce its measures/policies for reasons outside of the Company's reasonable control.
- 4. Services**
- 4.1. The Company provides Financial Modeling World Cup Competitions (*the "Competition(s)"*).
  - 4.2. The Competitions are held through Annual Seasons ("*Seasons*") based on Monthly Stages ("*Stages*") (see General Competition Rules).
  - 4.3. The overall goal of the Competitions includes;
    - 4.3.1. Promoting Education: Promotion of the education of Financial Modeling, targeted at all levels of expertise with a view of improving all Participants overall knowledge through critical analysis, problem solving, constructive feedback and review of correct answers.

- 4.3.2. Promoting Training: Candidates wishing to participate in the Competition will be required to undergo rigorous exercises while performing within a timed period, an exceptionally useful practice tool for Financial Modeling related certification exams.
- 4.3.3. Elevating Standards through Competition: The Company facilitates International Competitions as to determine the leading specialists in the industry through the promotion of healthy competition.
- 4.4. The Company will provide Users and Participants with further detail of each Competition via the Website.
- 4.4.1. It is the duty and obligation of the User and Participant to remain informed of all Company and Competition details.
- 4.5. The Company reserve the right to change any and all of the rules relating to the Competition at their sole discretion at any time, without notice.
5. **Accounts**
- 5.1. All individuals and legal entity (the “Applicants”) must complete the Account Registration form provided on the Website.
- 5.1.1. The Company has the full discretion to change the Account Registration process and requirements.
- 5.2. All Applicants must have the legal capacity within their Jurisdiction to register an Account and to participate in the Services of the Company.
- 5.3. The Company takes its responsibilities in respect of legitimacy of Participants very seriously.
- 5.3.1. The Company reserves the right to ask for proof of any aspect or any documentation from any Applicant and may suspend any Account until satisfactory documentation is provided.
- 5.3.1.1. Where this is not the case, we reserve the right to suspend the Account.
- 5.3.1.1.1. Where an Account is suspended, the relevant Account holder should contact the Company.
- 5.4. By accepting these Terms and/or registering an Account to use the Website and Participate in the Services, you hereby agree that the Company shall be entitled to conduct any and all such identification and other verification checks from time to time that we may require and/or are required by applicable laws and regulations and/or by the relevant regulatory authorities for use of the Website and our products generally.
- 5.4.1. You agree to provide all such information as we require in connection with such verification checks. We shall be entitled to suspend or restrict your

account in any manner that we may deem to be appropriate, until such time as the relevant checks are completed to our satisfaction.

5.5. As part of the registration process, we may supply your information details to authorised agencies to confirm your identity and details. You agree that we may process such information in connection with your registration.

5.6. The Website is contingent upon the User agreeing to the following;

5.6.1. You understand that your content may be transferred unencrypted and involve;

5.6.1.1. A transmission over various networks and,

5.6.1.2. Changes to conform and adapt to technical requirements of connecting networks or devices.

5.6.1.3. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Website, the Service, or any contact any other legal entity on the Website, without express written permission by the Company.

5.6.1.4. You may not use our Services for any illegal or unauthorized purpose nor may you, in the use of our services, violate any laws in your jurisdiction, including but not limited to copyright laws.

5.7. The User shall;

5.7.1. Provide the Company with all necessary and required access to, and use of, all information, financial details, data and documentation reasonably required by the Company for the performance of its obligations under these Terms and Conditions, as upon being requested to do so,

5.7.2. Ensure that such information, data and documentation is complete and accurate in all material respects,

5.7.3. Update or notify the Company of any changes to the information, data and documentation it provides to the Company where relevant.

5.7.4. Where the Company is required to comply with any third-party website owner's platform selling or similar rules or regulations, the User agrees that it shall provide the Company with all reasonable assistance in ensuring that it is able to comply with the same,

5.7.5. The User shall promptly notify the Company in writing if they believe, within reason that the Services do not comply with the specification set out on the Website.

5.7.6. Accounts and Participation in the Website or Services are not transferable.

5.8. By creating an Account, the User agrees to the Company sending them a reasonable amount of information relating to the Competitions, for marketing and promotional purposes.

5.8.1. Users may opt out of receive these items by following the procedures on the Website.

5.9. Users may only have one Account open.

5.10. Users must keep their registration and account details up to date.

5.10.1. Your account information, may be amended in your account section of the Website.

5.10.2. If you require further assistance please contact us.

## 6. **Account Details**

6.1. The Company allows all its Users to choose their own username and password combination and upon successful Account registration, Users shall receive a unique World Cup ID.

6.1.1. Users must keep all Account information secret and confidential as you are responsible for all aspects of on your Account and all activities taking place on your Account.

6.2. Participation will only be valid if your username and password have been entered correctly, subject to meeting the requirements set within these Terms.

6.3. If, at any time, you feel a third party is aware of your username and/or password you should change it immediately via the Website.

6.4. Should you forget part or all of your combination you should follow the procedure on the Website or contact the Company.

6.4.1. Account, personal, financial information and any other sensitive data should never be sent to the Company by unencrypted email or notice.

## 7. **Personal Details**

7.1. The Company will comply with applicable data protection laws (including the European Law 2016/679 and the EU GDPR rules in respect of the personal information you supply to us.

7.1.1. Your personal information is processed in accordance with our **Privacy Policy and GDPR Policy**.

## 8. **Suspension and Closure**

8.1. If you want to close your Account, please follow the forms on the Website or contact us.

8.2. The Company reserves the right to close or suspend any Account.

8.2.1. Without limiting the preceding sentence, the Company shall be entitled to close or suspend your account if:

8.2.1.1. The Company considers that you have used the Website or Services in a fraudulent manner or for illegal and/or unlawful or improper purposes,

8.2.1.2. The Company considers that you have used the Website or Services in an unfair manner, have deliberately cheated or taken unfair advantage of the Company or any of its Users, or other Participants or if your account is being used for the benefit of a third party,

8.2.1.3. The Company is requested to do so by the police, any regulatory authority or court,

8.2.1.4. Your Account is deemed to be dormant or inactive.

8.2.2. If the Company closes or suspends your Account for any of the reasons referred above, you shall be liable for any and all claims, losses, liabilities, damages, costs and expenses incurred or suffered by the Company (together “Claims”) arising therefrom and shall indemnify and hold the Company harmless on demand for such Claims.

8.2.2.1. The Company shall also be entitled to withhold and/or retain any and all amounts which would otherwise have been paid or payable to you, including any winnings or bonus payments.

## 9. **Dormant Accounts**

9.1. An Account is deemed to be ‘inactive’ if for a period of 12 consecutive months or entered into a tournament.

9.2. If your Account remains ‘inactive’ for a continuous period of 24 months then your account shall be deemed to be ‘dormant’ and your Account may be closed.

9.2.1. If your account remains inactive or dormant, the Company’s will first attempt to notify you that your Account has become inactive or dormant, followed by your Account will then be closed.

9.3. You may ‘reactivate’ your account by by contacting the Company.

## 10. **Winnings and Withdrawals**

10.1. Where possible, all Withdrawals will be processed to the payment account from which the deposits were made.

10.1.1. The Company shall account for and cover all costs related to the transfer of Winnings from the Company Account to the Participants Account.

10.1.2. The Participant receiving the Winnings shall account for all additional costs which potentially include, but are not limited to, taxation, charges, commission or currency conversion costs.

10.2. Withdrawal payments can only be made in the name of and to the registered Account holder.

## **11. Cancellation & Refund Policy**

11.1. The Company does not provide refunds for cancellations unless otherwise stipulated in these Terms.

## **12. Financial: Other**

12.1. If the Company incurs any charge-backs, reversals or other charges in respect of your Account, the Company reserve the right to charge you for the relevant amounts incurred.

12.2. The Company is not responsible for and all Users are solely responsible for reporting your Winnings to the tax and/or other authorities in your jurisdiction.

## **13. Accuracy of Billing and Account Information**

13.1. You agree to provide current, complete and accurate purchase and account information for all Account and purchases made on our Website.

13.2. You agree to promptly update your account and other information, including your email address and financial information so that we can complete your transactions and contact you as needed.

13.3. We cannot accept responsibility where you do not meet an important deadline or incur other disadvantages arising from non-accurate information provided by you to us.

13.4. Your submission of personal information through our Website is governed by our **Privacy & GDPR Policy**.

## **14. Offers**

14.1. The Company may provide offers, promotions or deal from time to time.

14.2. All offers, promotions and deals are limited to one per Account.

14.3. If the Company has reasonable grounds to suspect that a bonus or offer is being claimed by or for the benefit of the same Account more than once or by a group of people then it may withdraw the availability of any offer or all offers to that Account, customer or group of customers and/or void any offer and suspend the relevant Accounts.

14.4. The Company may, at any time, make minor amendments to the terms and conditions of any offer or promotion to correct typographical errors or to improve on clarity or customer experience and may cancel any offer or promotion for legal or regulatory reasons.

## **15. Code of Conduct**

15.1. The Company expects all Participants and Users of the Website to conduct



themselves at all times in an orderly manner, respecting the rights and privacy of others.

15.2. The Company reserves the right to remove any User with immediate effect if they are found to be in breach of this Code of Conduct, or their behaviour is such that results in damage, endangering others or self or in impede the progress of other participants.

15.2.1. Users will be held financially responsible for any damages.

15.2.2. You agree to indemnify the Company in full for any loss or damage to other participant's or their property as a result of your failure to follow instructions, maintain standards or in respect of any negligence which may occasion such loss or damage.

15.3. In addition to other prohibitions as set forth in these Terms, all Users, Participants and individuals using the Website are prohibited from using the Website, or its content, or our Products and Services for the following;

15.3.1. For any unlawful purpose,

15.3.2. To solicit others to perform or participate in any unlawful acts,

15.3.3. To violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;

15.3.4. To infringe upon or violate our intellectual property rights or the intellectual property rights of others,

15.3.5. To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability,

15.3.6. To submit false or misleading information,

15.3.7. To upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet,

15.3.8. To collect or track the personal information of others,

15.3.9. To spam, phish, pharm, pretext, spider, crawl, or scrape,

15.3.10. For any obscene or immoral purpose *or*,

15.3.11. To interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

15.4. We reserve the right to terminate your use of the Products and Service or any related Website for violating any of the prohibited uses.

## **16. User Comments, Feedback and other Submissions**

16.1. If, at our request, you send certain specific submissions, for example entries, or without a request from us you send creative ideas, comments, posts, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, '*Comments*'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us.

16.2. We are and shall be under no obligation to;

16.2.1. Maintain any Comments in confidence,

16.2.2. To pay compensation for any Comments *or*,

16.2.3. To respond to any Comments.

16.3. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms.

16.4. You agree that your Comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right.

16.4.1. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Products or Service or any related website.

16.5. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments.

16.5.1. You are solely responsible for any Comments you make and their accuracy.

16.6. We take no responsibility and assume no liability for any comments posted by you or any third-party.

16.7. If you submit a testimonial to us using on the Website, via email or post it on any of our social media profiles, then you agree that we may publish your testimonial, together with your name, on this Website, and on any successor website that we may operate from time to time, on such page and in such position as we may determine in our sole discretion.

16.7.1. You further agree that we may edit the testimonial and publish edited or

partial versions of the testimonial.

16.7.1.1. We will never edit a testimonial in such a way as to create a misleading impression of your views.

16.7.1.1.1. You may contact the Company if you wish to remain anonymous.

## **17. Use of the Website: Information and Content**

17.1. Information accessed by you on the Website is for your personal use only and the distribution or commercial exploitation of such information is strictly prohibited.

17.1.1. No warranty is given as to the uninterrupted provision of such information, its accuracy or as to the results obtained through its use. The information is not intended to amount to advice or recommendations and is provided for information purposes only. It should not be relied upon when placing bets/wagers, which are made at your own risk and discretion.

## **18. Use of the Website: Your Equipment**

18.1. Your computer, mobile device and/or internet connection may affect the performance and/or operation of the Website and Services.

18.2. The Company does not guarantee that the Website will operate without faults or errors or that the Company Services will be provided without interruption.

18.3. The Company does not accept any liability for any failures or issues that arise due to your equipment, internet connection or internet.

## **19. Use of the Website: Fair Use**

19.1. The Website and the Company Services may only be used for the purposes defined within these Terms.

19.2. You must not use the Website for the benefit of a third party or for any purpose which, in the Company's opinion, is illegal, defamatory, abusive or obscene, or which the Company considers discriminatory, fraudulent, dishonest or inappropriate.

19.3. The Company will seek criminal and contractual sanctions against any User involved in fraudulent, dishonest or criminal acts via or in connection with the Website or the Company's products and the Company will notify the relevant authorities.

19.3.1. The Company will withhold payment to any User where any of these are suspected or where the payment is suspected to be for the benefit of a third party.

19.3.2. The User shall indemnify and shall be liable to pay to the Company, on demand, all Claims arising directly or indirectly from the customer's fraudulent, dishonest or criminal act.

## **20. Use of the Website: Files, Software and Technology Issues**

20.1. In order for you to use the Services offered on the Website you may need to download some Files.

20.1.1.1. Files include documents relating to the Cases to participate in Competitions. (Clause 6),

20.1.2. The Company warrants that all reasonable efforts have been made that:

20.1.2.1. The Files will not infringe any third party's intellectual property rights,

20.1.2.2. The operation of the Files will be error free or uninterrupted,

20.1.2.3. Any defects in the Files will be corrected and,

20.1.2.4. The Files are virus-free.

20.2. The Files may include confidential information which is secret and valuable to the Company.

20.2.1. You are not entitled to use or disclose that confidential information other than strictly in accordance with these Terms.

20.3. While the Company endeavours to ensure that the Website is available 24 hours a day, the Company shall not be liable if for any reason the Website is unavailable at any time or for any period.

20.3.1. We reserve the right to make changes or corrections to or to alter, suspend or discontinue any aspect of the Website and the content or services or products available through it, including your access to it.

20.4. You must not misuse the Website or Services by introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. In particular, you must not access without authority, interfere with, damage or disrupt the Website or any part of it; any equipment or network on which the Website is stored; any software used in connection with the provision of the Website; or any equipment, software or Website owned or used by a third party. You must not attack our Website via a denial-of-service attack. 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 the Website, software or to your downloading of any material posted on it, or on any Website linked to it.

20.5. You are only permitted to use reputable and trustworthy Software when participating in the Services or using the Website.

20.5.1. Certain third party product providers may require you to agree to additional terms and conditions governing the use of their products. If you do not accept

those third party terms and conditions, do not use the relevant third party software.

20.5.1.1. The Company does not accept any liability in respect of any third party software.

20.5.1.2. You hereby acknowledge that how you use the software is outside of the Company's control. Accordingly, you load and use the software at your own risk.

20.5.1.3. The Company will not have any liability to you or to any third party in respect of your receipt of and/or use of the software.

## **21. Third Parties**

21.1. The Company utilizes third parties to ensure that the Competitions operate without hindrance.

21.1.1. Third parties include, but are not limited to, information technology partners, server hosts, developers, analysts, general coordinators, data analysts and data processors.

21.2. The Company may receive feeds, commentaries and content from a number of suppliers. Certain third party product providers may require you to agree to additional terms and conditions governing the use of their feeds, commentaries and content. If you do not accept the relevant third party terms and conditions, do not use the relevant feeds, commentaries or content.

21.3. The Company does not accept any liability in respect of any third party feeds, commentaries and content.

21.4. The Company does not allow any employee, anyone else in any way connected to such employee or anyone otherwise connected to a third party service provider, to be determined in the Company's absolute discretion, to participate in the Services.

21.4.1. The Company will void any entry into a Competition bet where it determines in its absolute discretion that such entry has taken place.

21.5. Where the Website contains links to third party Websites and resources, these links are provided for your information only. The Company has no control over the content of these sites or resources, and accepts no liability for them or for any loss or damage that may arise from your use of them. The inclusion of a link to a third party Website does not constitute an endorsement of that third party's Website, product or services, if applicable.

## **22. Use of the Website: Errors**

22.1. The Company will not be liable for any errors in respect of Services or any features of a Competition including where:

22.1.1. There is an Obvious Error in the relevant models, totals, Competition details or any other information displayed,

22.2. Incorrect Count/Competition Details; Prior to, or after the start of a Competition or an event, where an Obvious Error is identified the Company will make its best endeavours to rectify the issue as fast as possible.

### 23. Use of the Website

23.1. The use of this Website is subject to the following terms;

23.1.1. All content is for general use only.

23.1.2. All content is subject to change without notice.

23.1.3. The Website uses cookies to monitor browsing preferences.

23.1.3.1. For further detail see our dedicated Cookies Policy and Privacy & GDPR Policy.

23.1.4. Neither we nor any Third Party, provide any Warranty or Guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered in or on the Website for any particular purpose.

23.1.5. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

23.1.6. Your use of any information or materials on this Website is entirely at your own risk, for which we shall not be liable.

23.1.6.1. It shall be your own responsibility to ensure that any Products, Services or information available through this Website meet your specific requirements.

23.1.7. This Website contains material which may be either owned by or licensed to us.

23.1.7.1. These material includes, but is not limited to, the Services, design, layout, look, appearance and graphics.

23.1.7.1.1. Reproduction in all forms is strictly prohibited other than in accordance with the copyright notice, which forms part of these terms.

23.1.8. All trademarks reproduced in this Website which are not the property of, or licensed to, the operator are acknowledged on the Website.

23.1.9. Unauthorised use of this Website may give rise to a claim for damages and/or be a criminal offence.

23.1.10. From time to time this Website may also include links to other

websites. These may come in the form from the community who are not directly connected to the running of the Website. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

23.1.11. All Content and Materials contained within this Website are for general purposes only and all information should be considered for general and entertainment purposes only.

23.1.12. Our Services have not been developed to meet individual requirements and that it is therefore the Users responsibility to ensure that the facilities and functions of the Products and Services meet your requirements.

23.1.13. All Users and those using the Website agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Website, Service, Products or communicate with or any contact on the Website through which the Products and Services are provided, without express written permission by the Company.

23.2. The Company actively monitors traffic to and from the Website.

23.2.1. The Company reserves the right in its sole discretion to block access where evidence indicative of automated or robotic activity is found.

23.3. The Company reserves the right to restrict access to all or certain parts of the Website in respect of certain jurisdictions.

23.4. The Company may alter or amend the products offered via the Website at any time and for any reason.

23.5. From time to time, all or part of the Website may be unavailable for use by you because of our maintenance of the Website and/or alteration or amendment of any of the Website products.

## 24. **Liability**

24.1. The Company does not accept any liability for any damages, liabilities or losses which are deemed or alleged to have arisen out of or in connection with the Website or its content, including delays or interruptions in operation or transmission, loss or corruption of data, communication or lines failure, any person's misuse of the Website or its content or any errors or omissions in content.

24.2. While the Company endeavours to ensure that the information on the Website is correct, the Company does not warrant the accuracy or completeness of the information and material on the Website.

- 24.3. The Website may contain typographical errors or other inaccuracies, or information that is out of date.
- 24.3.1. The Company is under no obligation to update such material.
- 24.3.2. The information and material on the Website is provided “as is”, without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with the Website on the basis that the Company excludes all representations, express or implied warranties, conditions and other terms which but for these terms and conditions might have effect in relation to the Website.
- 24.4. The Company shall not be liable, in contract, tort, including negligence, or for breach of statutory duty or in any other way for any of the following, whether incurred directly or indirectly;
- 24.4.1. Loss of profits,
- 24.4.2. Loss of business,
- 24.4.3. Loss of revenue,
- 24.4.4. Loss of opportunity
- 24.4.5. Loss of data,
- 24.4.6. Loss of goodwill or reputation or,
- 24.4.7. Any special, indirect or consequential losses, whether or not such losses were within the contemplation of the parties at the date of these terms and conditions.
- 24.5. Nothing in these Terms of Use shall exclude or limit the Company’s liability for;
- 24.5.1. Death or personal injury caused by the Company’s negligence,
- 24.5.2. Fraud or fraudulent misrepresentation or,
- 24.5.3. Any liability which cannot be excluded or limited under applicable law.

## 25. **Privacy**

- 25.1. All Users are obliged to seek out, read and understand the separate Company, the Website **Privacy & GDPR Policy** and **Disclaimer**.

## 26. **Warranties**

- 26.1. The User warrants that they have sufficient permission to access the Website or purchase any Service or Product from the Company.
- 26.2. The Company warrants that:
- 26.2.1. It shall provide the Products and Services,
- 26.2.1.1. In accordance with the Terms and Conditions set herein,
- 26.2.1.2. In accordance with any and all applicable laws, regulations and statute,



- 26.2.1.3. With reasonable care and skill, *and*
- 26.2.1.4. In accordance with generally recognised commercial practices and standards;
- 26.3. The Company does not endorse or condone the opinions and views of any of its staff, employees, teachers, instructors, employees, subcontractors or agents, nor shall they be considered the opinion, view or stance of the Company.
- 26.4. These Terms and the documents referred to in them set out the full extent of the Company's obligations and liabilities in respect of the supply of the Services. All conditions, warranties or other terms concerning the Services which might otherwise be implied into these Terms or any collateral contract (whether by statute or otherwise) are hereby excluded.

## **27. Indemnity**

- 27.1. You agree to indemnify, defend and hold harmless the Company and our parent, subsidiaries, affiliates, partners, officers, directors, agents, teachers, instructors, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable lawyer's fees, made by any third-party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.
- 27.2. Users will indemnify the Company harmless from any and all claims or demands, including but not limited to reasonable lawyers' fees, made by any third party due to or arising out of Users breach of this agreement or violation of any law or the rights of any party.

## **28. Notice**

- 28.1. Any notice given under these Terms shall be by mail and/or email which are our only accepted official forms of communication from you.
- 28.1.1. If you choose to contact us via any other means, including through our social media accounts, we may not be able to process your enquiry in a timely manner, or may not be able to process your enquiry at all.
- 28.1.1.1. As such, we will not be liable or held responsible for any damages that may arise for you from you failing to contact us via our accepted communication channels
- 28.2. A notice is deemed to have been received:
- 28.2.1. If delivered personally, at the time of delivery;
- 28.2.2. In the case of e-mail, at the time of transmission, provided a confirmatory copy is sent by first-class pre-paid post or by personal delivery before the end of the next Business Day,

- 28.2.2.1. All e-mail notices shall be sent to: [info@FMWorldCup.com](mailto:info@FMWorldCup.com)
- 28.2.3. We will use the email you provided us with to communicate with you, and we ask you check your email account frequently, at least weekly is recommended, for important communications
- 28.2.4. We cannot accept responsibility where you do not meet an important deadline or incur other disadvantages arising from not checking your email or mail.

## **29. Confidentiality**

- 29.1. Each party shall protect the Confidential Information of all other Users against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard their own confidential information of a similar nature, being at least a reasonable degree of care.
- 29.2. Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.
- 29.3. The obligations set out in this Clause shall not apply to Confidential Information which the receiving party can demonstrate:
- 29.3.1. Is or has become publicly known other than through breach of this clause;
- 29.3.2. Was in possession of the receiving party prior to disclosure by the other party;
- 29.4. Was received by the receiving party from an independent third party who has full right of disclosure;
- 29.4.1. Was independently developed by the receiving party; or
- 29.4.2. Was required to be disclosed by governmental authority.

## **30. Intellectual Property Rights**

- 30.1. The contents of the Website and Services are protected by international copyright laws and other intellectual property rights.
- 30.1.1. The owner of these rights is the Company, its affiliates or other third party licensors.
- 30.2. All product and company names and logos mentioned on the Website are the trademarks, service marks or trading names of their respective owners, including the Company.
- 30.3. Except to the extent required to use a product for the purpose of placing bets, wagers or entering tournaments, no part of the Website may be reproduced or stored, modified, copied, republished, uploaded, posted, transmitted or distributed, by any means or in any manner, or included in any other Website or in any public

or private electronic retrieval system or service including text, graphics, video, messages, code and/or software without our express prior written consent.

30.4. Any commercial use or exploitation of the Website or its content is strictly prohibited.

### **31. Amendments**

31.1. The Company reserve the right, at our sole discretion, to update, change or replace any part of these Terms posting updates and changes to our website.

31.1.1. It is your responsibility to check our website periodically for changes.

31.1.2. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

31.2. You should check these Terms from time to time to ensure that you are happy with any changes.

31.3. This policy is effective from July 2020.

31.4. No amendment, alteration, waiver or cancellation of any of these Terms is binding on the Company unless confirmed by us in writing.

31.5. The User acknowledges that no employee, sub-contractor or agent of the Company is authorised to make any representation, warranty or promise in relation to the goods or services sold pursuant to this agreement or these terms of sale, other than as contained in these terms or as confirmed in writing by us.

### **32. Language**

32.1. Any dispute arising from, or related to, any term of this Terms arising between the Parties, shall be resolved or determined based on the English language version alone. These terms were originally written in English. In the event that these terms are translated into any other language, the translation shall be for review purposes only and have no legal effect.

### **33. Severability**

33.1. In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

### **34. Other Provisions**

34.1. These Terms and all other legal documents available on the Website and any document expressly referred to in them and any guidelines or rules posted on the Website or Services constitute the entire agreement and understanding of the

parties and supersede any previous agreement between the parties relating to their subject matter.

- 34.2. You acknowledge and agree that in entering into and agreeing to these Terms and all other legal document available on the Website and any document expressly referred to in them and any guidelines or rules posted on the Website you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance, whether negligently or innocently made, of any person, whether party to this agreement or not, other than as expressly set out therein.
- 34.2.1. Nothing in this clause shall operate to limit or exclude any liability for fraud or fraudulent misrepresentation.
- 34.3. In no event will any delay, failure or omission, in whole or in part, in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under these Terms of Use or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.
- 34.4. The rights and remedies provided by these Terms of Use are cumulative and, unless otherwise provided in these Terms and Conditions, do not exclude any other rights or remedies available in law.
- 34.5. If any provision of these Terms of Use is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms of Use which shall remain in full force and effect.
- 34.6. You shall execute or cause to be executed all documents and do or cause to be done all further acts and things consistent with the terms of these Terms of Use that the Company may from time to time reasonably require in order to vest in and secure to the Company the full benefit of rights and benefits to be transferred or granted to the Company under these Terms of Use and for the protection and enforcement of the same and otherwise to give full effect to the terms of these Terms of Use.
- 34.7. Nothing in these Terms of Use shall create or be deemed to create a partnership, joint venture or principal-agent relationship between the parties and no party shall have authority to bind any other in any way unless expressly provided otherwise in these Terms of Use.
- 34.8. The Company shall not be in breach of these Terms of Use nor liable for delay in performing, or failure to perform, any of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control

including, without limitation, any telecommunications network failures, power failures, failures in third party computer hardware or software, fire, lightning, explosion, flood, severe weather, industrial disputes or lock-outs, terrorist activity and acts of government or other competent authorities. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

- 34.9. The Company may assign, transfer, charge, sub-license or deal in any other manner with these Terms of Use, or sub-contract any of its rights and obligations under these Terms of Use, to any party including any Company provided that this does not infringe the law or the relevant authority is notified and has consented, where appropriate, according to the law.
- 34.10. Any notice to be given under these Terms of Use must be in writing, in English and may be served by e-mail or through the prescribed form.
- 34.11. In respect of notices given by the Company to you, pursuant to the customer registration procedure, including any amendment to those details you have notified to the Company.
- 34.12. Any notice shall be deemed to have been received upon your e-mail or through the prescribed form, being successfully sent.

### **35. Complaints, Disputes, Governing Law and Jurisdictions**

- 35.1. Should there be any claim or dispute arising from a past or current transaction, please contact us.
- 35.2. If the Company is unable to settle the dispute, either party is entitled to refer the dispute to the relevant Authority in accordance with European Directive 20/2017 or an arbiter, whose decision will be final, save in respect of any manifest error, subject to full representation given to all parties involved.
- 35.2.1. No dispute regarding any bet, wager, tournament will result in litigation, court action or objection to a remote operator's licence or permit unless the Company fails to implement the decision given by arbitration.
- 35.3. Subject to the above clause, these Terms and any dispute or claim arising out of or in connection with it or its subject matter, whether of a contractual or non-contractual nature, shall be governed by and construed in accordance with the laws of the European Union.
- 35.4. By accepting these Terms and/or participating in Competitions and/or making use, whether authorised or not, of the facilities offered by the Company, whether through the Website or otherwise, you irrevocably agree that the courts of the European Union shall have non-exclusive jurisdiction to settle any dispute which may arise out of or in connection with these Terms of Use, at the discretion of the Company.

35.4.1. Notwithstanding the foregoing, the Company shall be entitled to bring a claim against a customer in the court of the customer's country of domicile.