#### **Terms of Use - Disclaimer**

The Champions Club UK appreciate your interest in their services and site and your visit to https://thechampions.org.uk. Your access to and use of the Site is subject to the terms and conditions of use, including disclaimer language, set forth below (the "Terms of Use") and all applicable laws. Please read the Terms of Use carefully.

# On this page (The underlisted should be hyperlinked sections which should open as below, in the listed order)

- 1. Acceptance of Terms of Use
- 2. Restrictions on use of materials
- 3. Privacy
- 4. No warranties or representations
- 5. Linked Internet Sites
- 6. Limitation of Liability
- 7. Indemnification
- 8. Comments, questions and suggestions
- 9. Shut-down of the Site
- 10. Modification of Terms of Use
- 11. Dispute Resolution
- 12. Severability
- 13. No Waiver
- 14. Headings

#### 1. Acceptance of Terms of Use

By accessing the Site and the materials and information contained therein, you acknowledge that you have read, understand, accept and agree to be legally bound by the Terms of Use and disclaimer language that follow.

#### 2. Restrictions on use of materials

The contents of the Site and all downloads are copyright as of The Champions Club UK. All rights have been reserved. Information on the Site, including but not limited to, text, presentations, figures, images and sound, may not, except where otherwise indicated, be copied, reproduced,

republished, modified, transferred, distributed or stored without prior written permission of The Champions Club UK.

Unless otherwise indicated, all trademarks, service marks, trade names, trade dress and logos displayed on the Site are registered and unregistered trademarks of The Champions Club UK. These include without limitation each of The Champions Club UK's primary brands as carried from time to time.

# 3. Privacy

See Privacy Notice.

## 4. No warranties or representations

All content of the Site is provided "as is" and "as available" without any warranties or representations of any kind either express or implied. The Champions Club UK, to the fullest extent permitted by law, disclaim all express and implied warranties or representations of any kind, including but not limited to the warranty of merchantability, warranty of non-infringement of third-party rights and the warranty of fitness for a particular purpose.

Some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you but only to the extent such exclusions are not allowed. In such case, such exclusion shall be limited to the extent required by applicable law.

Without limitation, The Champions Club UK make no warranties or representations about the accuracy, content, operability, reliability, completeness or timeliness of the material, services, software, text, graphics and links on the Site.

# 5. Linked Internet Sites

Users are advised that information on hyperlinked or referred-to websites owned by a third party is neither investigated nor analyzed by The Champions Club UK. No warranty or representation, express or implied, is given as to the accuracy or completeness of that information. In no event will The Champions Club UK accept any liability with regard to the information contained in the relevant individual websites or any other hyperlinked or referred-to websites.

The Champions Club UK is not responsible for the content of any other websites linked to the Site . A link to another website is meant for convenience only and does not imply that The Champions Club UK endorse the website or any products or services that it describes. Your access to and use of any other websites linked to or from the Site is at your own risk. Neither The Champions Club UK assume any obligation or liability in connection therewith. The Champions Club UK reserve the right to terminate any link or linking program at any time.

By accessing the Site, you also agree to abide by the proprietary guidelines set forth at any website accessed or linked to through the Site.

## 6. Limitation of Liability

In no event will The Champions Club UK be liable to any party for any damages whether direct, indirect, special, punitive, incidental, consequential or other, resulting from, arising out of or in connection with access to, or use of or inability to access or use, the Site or its contents, or of any other hyperlinked website, including but not limited to, any damages for lost profits, business interruption, loss of programs or data, even if they are expressly advised of the possibility of such damages. You hereby waive any and all such claims against The Champions Club UK. The limitations set forth above are fundamental elements of these Terms of Use and the Site and its materials would not be provided to you absent your agreement to such limitations.

Some jurisdictions may not allow any of the foregoing exclusions or limitations of liability, so some of the above exclusions or limitations may not apply to you but only to the extent such exclusions or limitations are not allowed. In such case, such exclusion or limitations shall be limited to the extent required by applicable law.

## 7. Indemnification

You agree that you will not use the Site for any unlawful purpose, or for any purpose prohibited by these Terms of Use. You agree to indemnify, defend, and hold harmless The Champions Club UK from and against any damages, liability, loss, claim and expense (including reasonable attorneys' and professionals' fees and litigation costs) related to (i) your violation of the law or these Terms of Use, and/or (ii) your posting or use of materials on the Site.

#### 8. Comments, questions and suggestions

The Champions Club UK does not want to receive confidential or proprietary information from you through the Site. Information that you provide through the Site will be deemed non-confidential and non-proprietary. By sending The Champions Club UK any information or material, you grant The Champions Club UK a worldwide royalty free, unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute those materials or information, and to sublicense such rights, and you also agree that the The Champions Club UK are free to use for any purpose any ideas, concepts, know-how or techniques that you send to The Champions Club UK.

#### 9. Shutdown of the Site

The Champions Club UK has the sole right to shut down the Site or any part thereof for any reason at any time without notice.

# 10. Modification of Terms of Use

The Champions Club UK may at any time revise these Terms of Use by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms of Use to which you are bound.

## **11. Dispute Resolution**

The Terms of Use are governed by and construed under the laws of the United Kingdom, without regard to conflicts of law provisions. Any disputes arising from or in connection with these Terms of Use, including but not limited to disputes on their enforcement, shall exclusively be submitted to the competent court(s) in London, The United Kingdom.

# 12. Severability

If any provision of these Terms of Use is deemed by a court of competent jurisdiction in a final judgment to be invalid or unenforceable, that provision shall be considered to be stricken from the Terms of Use and the remainder of the Terms of Use shall remain in full force and effect.

## 13. No Waiver

The Champions Club UK's failure to insist upon strict enforcement of any provision of these Terms of Use shall not be construed as a waiver of any provision or right.

## 14. Headings

Headings of the sections of the Terms of Use are inserted for convenience reasons only and shall not constitute a part hereof or affect in any way the meaning or interpretation of the Terms of Use.