

## TERMS AND CONDITIONS

This legal notice applies to the entire contents of the Website (which, for the avoidance of doubt, shall include the World Handicapping System (the “WHS”)) under the domain name [www.scottishgolf.org](http://www.scottishgolf.org) (the “Website”) and to any correspondence by e-mail between us and you.

Please read these terms carefully before using the Website. Using the Website indicates that you accept these terms regardless of whether or not you choose to register with us. If you do not accept these terms, do not use the Website. This notice is issued by SGL.

### Introduction

- 1.1 You may access most areas of the Website without registering your details with us. Certain areas of the Website are only open to you if you register. By accessing any part of the Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Website immediately.
- 1.2 SGL may revise this legal notice at any time by updating this posting. You should check the Website from time to time to review the then current legal notice because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at the Website.
- 1.3 In this notice the following words and expressions shall (except where the context otherwise requires) have the following meanings:

- **Area Authority** means any of the individual members of SGL which are registered as such a user of WHS.
- **Area Authority/County Administrator** means any person affiliated to, employed by or contracted to either an Area Authority or County who is registered as such a user of WHS.
- **Assignee** means any third party to whom SGL assigns these terms in accordance with Clause 9.
- **County** means any of the individual members of SGL which are registered as such a user of the WHS.
- **Golf Club Administrator** means any person affiliated to, employed by or contracted to a Golf Club who is registered as such a user of the WHS.
- **Golf Club** means any golf club which is registered as such a user of the WHS.
- **Full Handicap Record** means the record of the data set out in Table A of Appendix I to the CONGU Unified Handicapping System (2012-16) (as amended from time to time) as it relates to a particular data subject.
- **Handicap Record** means the record of the following data as it relates to a particular data subject: name, member unique ID, Home Club, exact handicap, playing handicap, date handicap last updated and outstanding away scores awaiting processing.
- **Home Club** shall have the meaning ascribed to it in the CONGU Unified Handicapping System (2012-16) (as amended from time to time).
- **Individual Details** means any personal data relating to a particular data subject which is uploaded to and/or stored within the WHS and not contained within that data subject's Handicap Record or Full Handicap Record. Such personal data shall include, without limitation, that data subject's date of birth and gender.
- **Individual Member** means any person who is registered as such a user of the WHS.
- **“ISV Administrator”** means any person affiliated to, employed by or contracted to an ISV who is registered as such a user of the WHS.
- **ISV** means any CONGU licensed independent handicapping software provider which provides handicapping software to a Golf Club and which is registered as such a user of the WHS.

- **Member Activity Status** means the data tab contained within certain areas of the WHS which can be used by a Golf Club to indicate whether any particular data subject is currently a member of that Golf Club;
- **Privacy Policy** means SGL's current privacy policy as published on and available at the Website from time to time.
- **Tournament Administrator** means any person affiliated to, employed by or contracted to a Tournament Organising Committee who is registered as such a user of the WHS.
- **Tournament Organising Committee** means any organiser of a SGL approved tournament (which for the avoidance of doubt shall include any golf club affiliated to SGL organising an open competition), which is registered as such a user of the WHS.
- **Union Administrator** means any person affiliated to, employed by or contracted to SGL who is registered as such a user of the WHS.
- References to "data subject", "data controller", "processing" and "personal data" shall have the same meanings as ascribed to them in the Data Protection Act 1998 ("**DPA**").

## 2.Licence

**2.1** You are permitted to print and download extracts from the Website for your own non-commercial use on the following basis:

- a) no documents or related graphics on the Website are modified in any way;
- b) no graphics on the Website are used separately from the corresponding text; and
- c) SGL's copyright and trademark notices and this permission notice appear in all copies.

**2.2** Where you are a Golf Club you are permitted to obtain from the WHS (via a Golf Club Administrator only) the Handicap Record of any data subject and the Full Handicap Record and gender, date of birth, email address, mobile phone number, name of 'away' club(s), Member Activity Status, home member number, and membership status of any data subject who is a member of your golf club, subject to the restriction that any such personal data thereby obtained shall only be processed by you for the purposes of:

- a) verifying the identity and the exact and playing handicaps of that data subject;
- b) verifying the date on which the exact and playing handicaps of that data subject were last updated and whether there are any outstanding away scores awaiting processing in respect of that data subject;
- c) in respect of your own internal records relating to that data subject, updating such records or repopulating them to the extent that the data contained therein has been lost, damaged or corrupted;
- d) where you have obtained consent from a data subject to do so, communicating with that data subject via email or SMS in accordance with the terms of that consent; or
- e) where a data subject is to cease to be a member of your golf club, and you have obtained consent from that data subject to do so, sharing or communicating such data with other Golf Clubs, and in any case shall be processed in accordance with any obligations conferred on you by the DPA and shall not be distributed to any third parties except as otherwise directed by SGL.

**2.3** Subject to clauses 4.2 and 4.3, where you are a Golf Club you are permitted to amend the gender, date of birth, email address, mobile phone number, name of 'away' club(s), Member Activity Status, home member number, and membership status of any data subject in respect of whom your golf club is the Home Club, and any data contained within that data subject's Handicap Record or Full Handicap Record, by posting, transmitting or uploading replacement data to the WHS (via a Golf Club Administrator only) in substitution thereof.

**2.4** Where you are an Area Authority or a County you are permitted to obtain from the WHS (via an Area Authority/County Administrator only) the Handicap Record of any data subject, and the Full Handicap Record, gender, date of birth, name of 'away' club(s), Member Activity Status, home member number, and membership status of any data subject who is a member of a golf club affiliated with your Area Authority or County or an individual member of a County, subject to the restriction that any such personal data thereby obtained shall only be processed by you for the purposes of:

- a) verifying the identity and the exact and playing handicaps of that data subject;

b) verifying the date on which the exact and playing handicaps of that data subject were last updated and whether there are any outstanding away scores awaiting processing in respect of that data subject;  
c) verifying the eligibility of that data subject to participate in any tournament the entry to which is restricted to members of golf clubs affiliated with your Area Authority or County or individual members of your County; or

d) identifying and monitoring information and trends relating to the data subjects including handicap, age, gender, area of residence, golfing performance, golf club membership, and such other data of a similar nature, of data subjects when viewed as a group (which information is to be used for the purpose of tailoring the delivery of golfing related services provided by the relevant Area Authority or County), and in any case shall be processed in accordance with any obligations conferred on you by the DPA and shall not be distributed to any third parties except as otherwise directed by SGL.

**2.5** Where you are a Tournament Organising Committee you are permitted to obtain from WHS (via a Tournament Administrator only) the Handicap Record and date of birth of any data subject, subject to the restriction that any such personal data thereby obtained shall only be processed by you for the purposes of:

a) verifying the identity and the exact and playing handicaps of that data subject;  
b) verifying the date on which the exact and playing handicaps of that data subject were last updated and whether there are any outstanding away scores awaiting processing in respect of that data subject; or  
c) verifying the eligibility of that data subject to participate in any tournament including, without limitation, by reference to that data subject's date of birth,  
and in any case shall be processed in accordance with any obligations conferred on you by the DPA and shall not be distributed to any third parties except as otherwise directed by SGL.

**2.6** Where you are an ISV you are permitted to obtain from WHS (via an ISV Administrator only) the Handicap Record of any data subject and the Full Handicap Record and member number of any data subject who is a member of a Golf Club in respect of which you provide handicapping software services, subject to the restriction that any such personal data thereby obtained shall only be processed by you for the purposes of:

a) verifying the identity and the exact and playing handicaps of that data subject; or  
b) verifying the date on which the exact and playing handicaps of that data subject were last updated and whether there are any outstanding away scores awaiting processing in respect of that data subject; and in any case shall be processed in accordance with any obligations conferred on you by the DPA and shall not be distributed to any third parties except as otherwise directed by SGL.

**2.7** Where you are an Individual Member you are permitted to obtain from WHS your own Individual Details, Handicap Record and Full Handicap Record, subject to the restriction that such personal data obtained by you shall only be processed by you for the purposes of verifying the accuracy of any records relating to you.

**2.8** Subject to clause 4.4, where you are an Individual Member you are permitted to amend your gender, date of birth, e-mail address, mobile telephone number or any other Individual Details relating to you by posting, transmitting or uploading replacement data to WHS in substitution thereof.

**2.9** Except as permitted by clauses 2.2 to 2.9 above, no user of WHS shall:

a) obtain any data from the WHS;  
b) amend any data on the WHS; or  
c) process any data obtained from the WHS,  
and any user who does not comply with the provisions of this clause shall indemnify and keep indemnified to SGL in full where SGL suffer loss or damage as a result.

**2.10** Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including, without limitation, photographs and graphical images) are owned by SGL or its licensors. For the purposes of this legal notice, any use of extracts, information or data from the Website other than in accordance with clauses 1.4 to 1.12 for any purpose is prohibited. If you breach

any of the terms in this legal notice, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.

**2.11** Subject to clauses 1.4 to 1.12, no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without SGL's prior written permission.

**2.12** Any rights not expressly granted in these terms are reserved.

### **3. Service access**

While SGL endeavours to ensure that the Website is normally available 24 hours a day, SGL shall not be liable if for any reason the Website is unavailable at any time or for any period. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for any other reason.

### **4. Visitor material and conduct**

Other than personally identifiable information, which is covered under this clause and our Privacy Policy, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. SGL shall have no obligations with respect to such material. SGL and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

**4.1** You are prohibited from posting, transmitting or uploading to or from the Website any material or information:

- a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- b) for which you have not obtained all necessary licences, consents and/or approvals; or
- c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
- d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data); or
- e) that is inaccurate, incorrect or misleading.

**4.2** Where you are a user of the WHS you must, before posting, transmitting or uploading to the Website any personal data relating to a data subject, obtain on either an implied or an express basis all necessary consents, licenses or approvals required to permit the transfer to and processing by SGL and its staff of that personal data in accordance with the terms of the DPA for the following purposes:

- a) to maintain and keep updated the WHS, including by viewing any personal data held on the WHS in respect of that data subject, such as that data subject's name, gender, date of birth, e-mail address, mobile telephone number or exact or playing handicap;
- b) identifying and monitoring information and trends relating to the data subjects including handicap, age, gender, area of residence, golfing performance, golf club membership, and such other data of a similar nature, of data subjects when viewed as a group (which information is to be used for the purpose of tailoring the delivery of golfing related services provided by SGL);
- c) to transfer and make available that personal data through the WHS to any user of the WHS, excluding any Individual Members other than that to which the personal data relates, for processing pursuant to their respective permitted access and usage rights as set out at clause 2 above; and
- d) to transfer that personal data to any Assignee for the same purposes as outlined above, and you agree to indemnify and keep indemnified SGL in full to the extent that you have not complied with the provisions of this clause and SGL suffer loss or damage as a result.

**4.3** Where you are an Individual Member you consent fully to any personal data which relates to you as a data subject and which you post, transmit or upload to the Website being processed by SGL and its staff for the following purposes:

- a) to maintain and keep updated the WHS, including by viewing any personal data held on the WHS in respect of you, such as your name, gender, date of birth, e-mail address, mobile telephone number or exact or playing handicap;
- b) identifying and monitoring information and trends relating to the data subjects including handicap, age, gender, area of residence, golfing performance, golf club membership, and such other data of a similar nature, of data subjects when viewed as a group (which information is to be used for the purpose of tailoring the delivery of golfing related services provided by SGL);
- c) to transfer and make available that personal data through the WHS to any user of the WHS, excluding any Individual Members other than yourself, for processing pursuant to their respective permitted access and usage rights as set out at clause 2 above; and
- d) to transfer that personal data to any Assignee for the same purposes as outlined above.

**4.4** You must not misuse our Website 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 Website, the server on which our Website is stored or any server, computer or database connected to our site. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack.

**4.5** SGL shall fully co-operate with any law enforcement authorities or court order requesting or directing SGL to disclose the identity or locate anyone posting any material in breach of clause 1.18 or clause 1.21.

## **5. Links to and from other websites**

Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. SGL has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. SGL therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk.

## **6. Registration**

**6.1** Each registration is for a single user only. SGL does not permit you to share your username and password with any other person nor with multiple users on a network.

**6.2** Responsibility for the security of any passwords issued rests with you.

## **7. Disclaimer**

**7.1** While SGL endeavours to ensure that the information on the Website is correct, SGL does not warrant the accuracy and completeness of the material on the Website. SGL may make changes to the material on the Website, or to the products and prices described in it, at any time without notice. The material on the Website may be out of date, and SGL makes no commitment to update such material.

**7.2** The 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, SGL provides you with the Website on the basis that SGL excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for this legal notice, might have effect in relation to the Website.

## **8. Liability**

**8.1** SGL, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of SGL's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of

money, or loss or damages arising from or connected in any way to business interruption, and whether in delict (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

**8.2** Nothing in this legal notice shall exclude or limit SGL's liability for:

- a) death or personal injury caused by negligence; or
- b) fraud; or
- c) misrepresentation as to a fundamental matter; or
- d) any liability which cannot be excluded or limited under applicable law.

**8.3** If your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

## **9. Assignment**

SGL may at any time assign, transfer, charge or deal in any other manner with these terms or any of its rights under them, or sub-contract any or all of its obligations under them, to any other similar body responsible for the administration and governance of golf in Scotland at a national level.

## **10. Governing law and jurisdiction**

This legal notice shall be governed by and construed in accordance with Scots law. Disputes arising in connection with this legal notice shall be subject to the non-exclusive jurisdiction of the Scottish courts.