

Terms and Conditions of Purchase of "On Track"

This Agreement is made between:

(1) Great2Run Limited (Company Number 05125643) (VAT Registration Number: 859744761) whose registered office is at Newcastle House, Albany Court, Monarch Road, Newcastle Upon Tyne, NE4 7YB ("Great2Run")

and

(2) the user ("you"), the person whose details are set out on the order page.

Please read these terms and conditions carefully before agreeing to them. They contain important information about your rights and obligations. If you are unclear or uncertain about anything in these terms and conditions please write to Great2Run at the above address or send an email to info@great2run.org

By ticking the box which says "**I agree to the Terms and Condition of Purchase**" during the order process you shall be deemed to have accepted these terms and conditions and any new terms which are published on this page. If you do not agree to these terms and conditions then you can not purchase On Track.

If you are a consumer these terms and conditions do not affect your statutory rights.

1 Order and Payment

- 1.1 To order On Track you will need to follow the ordering procedures set out on the order page. Great2Run is entitled to refuse any order placed by you.
- 1.2 Before you place an order Great2Run would advise that you ensure your system complies with the minimum requirements as set out on our website. If you are unsure please email info@great2run.org prior to purchase to ensure that your system is compatible with the On Track product.
- 1.3 You must ensure that all ordering details contain your correct name, address and other requested details. For more information about how we deal with your personal information, please read our privacy policy at www.great2run.org/privacy.html. By accepting these terms and conditions, you agree to the processing of your personal information by Great2Run.
- 1.4 Payment is to be made by credit or debit card online via WorldPay at the time of order.
- 1.5 The price of On Track is the price in force at the date and time of your order. Great2Run may change the price of On Track before you place an order. Great2Run try to ensure that the prices displayed on the Website are accurate but the price on your order will need to be validated by Great2Run as part of the acceptance procedure in accordance with **Clause 2.1**.
- 1.6 All payments must be in the currency of the UK. Prices shown on the Website are inclusive of VAT and taxes unless otherwise stated.

2 Delivery of On Track

- 2.1 On receipt of payment and provided your order is accepted, Great2Run will confirm acceptance to you by online electronic means ("Confirmation") and you will be provided with:
 - a link to download the software;
 - a unique order number;
 - a download code;
 - an activation code, to activate the software once downloaded;
 - Instructions on downloading and activating the software.

This will be sent to you, by email, to the email address you have given when you registered. The contract will be formed on acceptance by Great2Run of your order.

- 2.2 You will have 30 days from the date of the Confirmation to download On Track by inserting the activation code, order number and download code on the correct window provided by the link sent to you in the Confirmation.
- 2.3 You will be entitled to download On Track a maximum of three times. If you fail to download On Track correctly or pass the 30 day time limit please contact Great2Run at info@runontrack.org who will review each individual case at their discretion.
- 2.4 Use of On Track downloaded from this Website is subject to the licence terms in the Licence Agreement that accompanies the On Track software product. You may not continue with the order until you have read and accepted the terms of the Licence Agreement.

3. Cancellation and Refunds

- 3.1 Subject to **Clause 3.2** you may cancel the contract with Great2Run for the purchase of On Track within 7 working days of receipt of the Confirmation. To cancel you must send a cancellation notice by e-mail to info@runontrack.org within those 7 working days and you will be entitled to a refund.
- 3.2 **If you download or install On Track at any time after receipt of the Confirmation you will invalidate your right to cancel the contract.**
- 3.3 Refunds will be paid as soon as possible, but in any event within 30 days of the date of receipt by Great2Run of your cancellation notice.

4 Health and Safety

- 4.1 All of the material published on the Website is for your general information and enjoyment. The materials provided should not be used for diagnosing or treating a health problem or disease, and are not a substitute for professional care. Great2Run does not accept any responsibility for any inaccuracies or omissions or for consequences resulting from use of the materials provided on the Website or in its products.
- 4.2 Great2Run strongly recommends you consult a GP or healthcare professional when making changes to your health programme, or exercise regime. If you have, or suspect you may have, a health problem, you should consult a professional healthcare provider. The materials provided on this Website are in no way intended to replace medical advice offered by a doctor or other healthcare professional.

5 Age Restrictions

- 5.1 Great2Run will not sell On Track to anyone who is not 16 years of age or over.
- 5.2 You confirm that you are over 16 years of age and using your own credit or debit card.

6. General Disclaimer Relating to the Use of the Website

- 6.1 Great2Run is providing this Website on an 'as is' basis. Whilst Great2Run use all reasonable endeavours to make the Website available it cannot guarantee that it will operate continuously without interruption or be error free and make no representations or warranties of any kind with respect to this Website or its contents. In addition, Great2Run make no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published in this Website. The information contained in this Website may contain technical inaccuracies or typographical errors. All liability howsoever arising from any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.
- 6.2 Great2Run do not warrant that functions contained in the content will be uninterrupted or error free, that defects will be corrected, or that the Website or the server that makes it available are free of

viruses or bugs. Great2Run reserve the right at any time to vary suspend or cease to make available all or any part of the Website and your access to it.

- 6.3 Great2Run makes no representations whatsoever about any other websites which you may access through this Website or which may link to this Website. When you access any other website you understand that it is independent from Great2Run and that Great2Run have no control over the content or availability of that website. In addition, a link to any other website does not mean that Great2Run endorse or accept any responsibility for the content, or the use of, such a website and shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other web or resource. Any concerns regarding any external link should be directed to its website administrator or web master.

7. Copyright and Monitoring

The contents of this Website are protected by national and international copyright laws and other intellectual property rights. Great2Run or other third party licensors are the owners of the intellectual property rights in all trademarks service marks trading and other names logos designs content drawings illustrations, photographs videos graphics and/or software referred to or contained on the Website. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from the Website including but not limited to text, graphics, video, messages, code and/or software except for your own personal non commercial use.

8. General

- 8.1 Great2Run makes no representation that On Track is appropriate for use in other locations outside the UK. Those who choose to purchase On Track from other locations are responsible for compliance with local laws if and to the extent local laws are applicable.

These terms and any claim based on use of information from this Website shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

- 8.2 If any provision of the terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected.
- 8.3 These terms together with the Licence Agreement, privacy policy and any terms setting out any competition rules constitute the entire agreement between parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions expressed or implied by statute or otherwise are excluded to the fullest extent permitted by law
- 8.4 It is not intended that any of the terms of the Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.