

Terms and Conditions

Welcome to the Breaking GB website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Breaking GB's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term 'Breaking GB' or 'us' or 'we' refers to the owner of the website whose registered office is 1st Floor, 33 Chertsey Road, Woking, Surrey, GU21 5AJ. Our company registration number is 13239749.

The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- This website uses cookies to monitor browsing preferences. If you do allow cookies to be used, the following personal information may be stored by us for use by third parties:
 - Authentication, Personalisation and Security. Cookies help us verify your Account and device and determine when you're logged in, so we can make it easier for you to access the Services and provide the appropriate experiences and features. We also use cookies to help prevent fraudulent use of login credentials.
 - Performance and Analytics. Cookies help us analyse how the Services are being accessed and used, and enable us to track performance of the Services. For example, we use cookies to determine if you viewed a page or opened an email. This helps us provide you with information that you find interesting. We also use cookies to provide insights regarding your End Users and Your Sites' performance, such as page views, conversion rates, device information, visitor IP addresses and referral sites.
 - Third Parties. Third Party Services may use cookies to help you sign into their services from our Services. We also may use third party





cookies, such as Google Analytics, to assist with analysing performance. Any third party cookie usage is governed by the privacy policy of the third party placing the cookie.

- Opting Out. You can set your browser to not accept cookies, but this may limit your ability to use the Services. We currently don't respond to DNT:1 signals from browsers visiting our Services.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. 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.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time, this website may also include links to other websites. 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).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

Privacy Policy





BREAKING GB PRIVACY NOTICE

What this privacy notices covers

Breaking GB is committed to protecting your personal information. In this notice, references to 'we' or 'us' means Breaking GB. This notice explains how we collect and use the personal information about you.

Who we are

Breaking GB is a trading name of Breaksport Limited, a private company limited by guarantee without share capital and its registered company number is 13239749. Breaksport Ltd. operates the website www.breakinggb.org (the "Website"). Breaksport Ltd. is a data controller under the data protection rules and our Data Protection Officer is Robert Pountney contactable at Breaksport Ltd, 1st Floor, 33 Chertsey Road, Woking, Surrey, GU21 5AJ.

Information we gather

Breaking GB gathers certain information about you. We collect information in the following ways:

Information you give us

When you become a member of Breaking GB you will give us information. You may also give us information when using our Website or Membership system. Information may include your name, date of birth, postal address, email address, phone number, financial and credit card information, a personal description, disability, ethnicity, your Breaking qualifications, award history or CRB / DBS / PVG checks that have been undertaken and a photograph.

Information we get from your use of our Website and services

Each time you visit our Website, we may automatically collect certain information. This information includes technical information, such as Internet Protocol (IP) addresses used to connect your computer to the internet, your login information, browser type and version, browser plug-in types and versions, operating system and platform and information relating to what pages you have viewed (e.g. using cookies as described further below);





When you enter competitions the following information may be collected and shared with competition organisers, scoring systems and results may be published: First Name, Surname, Gender, Date of Birth / Age category, Email, Address, Phone number, Disabled (Y/N), Disability info.

Information about you from third parties

We work closely with third parties (including, for example, Breaking GB's business partners, associate bodies, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers,) and may receive information about you from them.

How we may use your information

We rely on the legitimate interest basis to use your personal information in some circumstances. For example, when you apply to become a member of Breaking GB, we have a legitimate organisational interest to use your information to respond to you and give you the benefits of being a member as explained on the Website regarding features of being a member.

We also rely on obtaining your consent to use your personal information. For example, we will seek your consent to receive marketing via email and post about Breaking GB.

We may use your information for a number of purposes including the following:

- 1. Compliance with legal, regulatory and corporate governance obligations and good practice
- 2. To provide you with information about our work or our activities that you have agreed to receive;
- 3. Building profiles

We use profiling and screening techniques to ensure communications are relevant and timely, and to provide an improved experience for our members and individuals who we may have a formal relationship with such as Instructors. Profiling allows us to evaluate and therefore understand our members and individuals who we may have a formal relationship with such as Instructors using appropriate statistical analysis. We do this because it helps us to make appropriate





communications to our members and those individuals who we have a formal relationship with.

When building a profile, we may analyse geographic, demographic and other information relating to you in order to better understand your interests and preferences in order to contact you with the most relevant communications. We may use additional information from third party sources when it is available. Such information is compiled using publicly available data about you, for example addresses, listed Directorships or typical earnings in a given area.

Ensure we know how you prefer to be contacted 2 Keep a record of your relationship with us.

We will use the information we get from your use of our Website and services to: 1 administer our Website and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;

- 1. improve our Website to ensure that content is presented in the most effective manner for you and for your computer;
- 2. allow you to participate in interactive features of our service, when you choose to do so;
- 3. as part of our efforts to keep our Website safe and secure;
- 4. measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;
- 5. make suggestions and recommendations to you and other users of our Website about goods or services that may interest you or them; and
- 6. any other reasonable purposes of Breaking GB, acting always in accordance with the data protection law (as amended from time to time).

We will use the information you give us to:

- 1. perform services you have requested (such as providing you with Membership Benefits or providing you with information you have asked for);
- 2. administer the sport of Breaking, for instance by organising competitions; 3 provide you with information about other goods and services that we offer that
- 3. are similar to those that you have already purchased or enquired about;





- 4. Where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this. If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please email info@BreakingGB.org
- 5. notify you about changes to our service, including but not limited to any changes to the Member Benefits;
- 6. ensure that content from our Website is presented in the most effective manner for you and for your computer; and
- 7. any other reasonable purposes of Breaking GB, acting always in accordance with the data protection law (as amended from time to time).

Marketing

We may contact you for marketing purposes by email or text message if you have agreed to be contacted in this manner. By subscribing to Breaking GB emails or opting in to email communication from Breaking GB, you grant us the right to use the email for both email marketing purposes and advertisement targeting. We may include information from other organisations in these communications. It is your choice as to whether you want to receive information about our work, how we raise funds and the ways you can get involved. If you do not want us to use your personal information in these ways please tick the relevant box situated on the form on which we collect your data.

You may opt-out of our marketing emails at any time by clicking the 'unsubscribe' link at the end of our marketing emails.

You can also change any of your contact preferences at any time including telling us that you don't want us to contact you for marketing purposes by telephone, or by post by using the online Members' system or contacting our membership services team on <u>info@breakinggb.org</u>. Should you have a query regarding this please contact our Data Protection Officer.

We will not use your information for marketing purposes if you have indicated that you do not wish to be contacted for such purposes. However, we will retain your details on a suppression list to help ensure that we do not continue to contact you.

Information Sharing and Disclosure

We may share your information with the following selected third parties:





- 1. Associate bodies such as regional event promoters and venues, in order that they may communicate with you regarding Breaking events only or to allow the bodies to support the running of the activity in their areas.
- 2. In addition, we may provide membership information such as email address and membership number to our online partners. We use email addresses and membership numbers to validate discounts.
- 3. Analytics and search engine providers that assist us in the improvement and optimisation of Our Site.

We may disclose your personal information to third parties:

- 1. In the event that we sell or buy any business or assets, in which case we may disclose some of your personal data to the prospective seller or buyer of such business or assets;
- If Breaking GB or substantially all of its assets are acquired by a third party, in which case personal data held by it about individuals who have applied for Membership (whether successfully or unsuccessfully) will be one of the transferred assets;
- 3. If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply other agreements; or
- 4. To protect the rights, property, or safety of Breaking GB, Our Members, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction. No data outside of EEA.

We require these third parties to comply strictly with our instructions and data protection laws and we will make sure that appropriate controls are in place. We enter into contracts with all of our data processors and regularly monitor their activities to ensure they are complying with Breaking GB's policies and procedures.

We may disclose your personal information to third parties if we are under a duty to disclose your personal data in order to comply with any legal obligation (for example to government bodies and law enforcement agencies).

Users under 14





If you are under 14 and would like to get involved, please ensure that you have consent from a parent or guardian before giving us your personal information. When we collect data about a child or young person aged under 14 we will make it very clear as to the reasons for collecting this data and how it will be used.

Keeping your records

We keep records only for as long as required to operate the service in accordance with legal requirements and tax and accounting rules.

Where we may store your information

The data that we collect from you will be transferred to, and stored at Breaking GB's registered office and online systems.

By submitting your personal data, you agree to this transfer, storing or processing. Breaking GB will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Notice.

Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Your rights

You have the right to:

- 1. Have any inaccuracies in your data corrected. If you would like to update the details we hold about you other than online, please contact our Data Protection Officer via telephone, email or by letter.
- 2. Request that we delete your personal data.
- 3. Object to profiling. Profiling is any automated processing of personal data to evaluate any feature of your behaviour preference or location, including online tracking and behavioural advertising.
- 4. Request that we do not process your personal data for marketing purposes.
- 5. You have a right to request a copy of the personal information we hold about you.





We require you to prove your identity with two pieces of approved identification. Please address requests to the Data Protection Officer and we will respond within one month, of receipt of your written request and confirmed ID. Please provide as much information as possible about the nature of your contact with us to help us locate your records. This request is free of charge unless the request is manifestly unfounded or excessive.

Changes to this notice and the way we treat personal information

We may update the terms of this privacy notice at any time, so please do check it from time to time.

We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address you have provided to us or by placing a prominent notice on our website. By continuing to use our website you will be deemed to have accepted such changes.

Enquiries and Complaints

The Data Protection Officer is the first point of contact regarding any inquiries arising from this Privacy Notice. Where possible, please raise all inquiries in writing. If you are unhappy with our work or something that we have done or failed to do, please inform us in writing. Breaking GB will acknowledge receipt of all complaints and will endeavour to investigate the complaint within 15 working days. All complaints should be sent to:

Breaksport Ltd, 1st Floor, 33 Chertsey Road, Woking, Surrey, GU21 5AJ.

You may also complain directly to the Information Commissioner's Office if you are concerned with how we are handling your personal information using their online form which can be found here: https://ico.org.uk/concerns/handling/.

Changes to this Notice

We may change this Privacy Notice from time to time. If we make any significant changes in the way we treat your personal information we will contact you directly.

