

## Terms and Conditions of Use

### Terms and Conditions of Use for the Special Olympics Ireland Website

Welcome to the Special Olympics Ireland website. This Website is operated by Special Olympics Ireland Limited, a private limited liability company, registered in the Republic of Ireland. The postal address for Special Olympics Ireland Limited is The National Sports Campus, Snugborough Road, Blanchardstown, Dublin 15. the Conditions of Use of this Website below.

“**these Terms**”, or “**Conditions of Use**” means the terms and conditions set out in this document.

“**We**” or “**Us**” or “**Our**” means and refers to Special Olympics Ireland and Special Olympics Ireland Limited, registered in Ireland no.228545, whose registered office is at The National Sports Campus, Snugborough Road, Blanchardstown, Dublin 15.

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The “**Website**” means [www.specialolympics.ie](http://www.specialolympics.ie)

“**You**” or “**Your**” means and refers to the person who uses the Website [www.specialolympics.ie](http://www.specialolympics.ie)

Please note that Your accessing or use of this Website constitutes Your agreement to follow these rules and to be bound by them. If You do not agree with these Conditions of Use, do not use the Website. We reserve the right to update or modify Our Conditions of Use at any time without prior notice. Your use of this Website following any such change constitutes Your agreement to follow and be bound by the Conditions of Use as modified. We encourage You to review these Conditions of Use whenever You use this Website.

### Contents of Website

Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs, video clips and written and other materials that are part of this Website (collectively, the "Contents") are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by Us. The Website as a whole is protected by copyright and trade dress, all worldwide rights, titles and interests in and to which are owned by Us.

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Occasionally there may be information on the Website that contains typographical errors, inaccuracies, or omissions. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. By continuing to use the Website after any such amendment or correction has been made You are deemed to have agreed to the amended Conditions of Use. We apologise for any inconvenience this may cause You.

### **Submissions**

Any comments, feedback, notes, messages, ideas, suggestions or other communications (collectively, "Comments") sent to Us shall be and remain the exclusive property of Special Olympics Ireland. By submitting Comments to the Website You hereby grant Us a world-wide, non-exclusive, royalty free sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, and display the content in connection with the Website (and its successors') business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels. We will be entitled to use, reproduce, disclose, publish and distribute any material You submit for any purpose whatsoever, without restriction and without compensating You in any way. For this reason, We ask that You not send Us any Comments that You do not wish to assign to Us, including any confidential information or any original creative materials such as stories, product ideas or original artwork.

### **Disclaimer of Warranties and Limitation Of Liability**

This Website and all information, Contents, materials, products and services included on or otherwise made available to You through this Website are provided by and displayed by Us on an "as is" and "as available" basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of this Website or the information, Contents, materials, products or services included on or otherwise made available to You through this Website,

unless otherwise specified in writing You expressly agree that Your use of this Website is at Your sole risk.

To the fullest extent permissible by applicable law, We disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that this Website, information, Contents, materials, products or services included on or otherwise made available to You through this Website, servers, or e-mails sent from Us are free of viruses or other harmful components. We will not be liable for any damages of any kind arising from the use of this Website or from any information, Contents, materials, products or services included on or otherwise made available to You through this Website, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing.

### **Use**

You agree that You will not use Our Website to upload or send any material which contains software, viruses or other codes, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment or in any other manner which would interfere with or disrupt Our Website.

### **Links**

We may choose to provide links to sites owned by Us and associated companies from time to time and may also choose to provide links to sites that are owned by third parties that are not connected with Us. All links are provided for Your convenience only. Access to sites that are owned by third parties is at Your own risk and We have no responsibility or liability for these third-party sites. When visiting external links You should refer to that external website's terms and conditions.

### **Availability**

We will use all reasonable endeavours to ensure that this Website is fully operational at all times. However We cannot guarantee that the Website will be fault free. In particular access to this Website may be interrupted or restricted to allow for emergency or routine repairs or maintenance to be carried out or the introduction of new facilities or services.

Further, by using this Website and any sub site, You acknowledge and agree that the Internet uses elements and relies upon services, input and facilities which are not within Our control and if We are totally or partially prevented or delayed in the performance of any of Our obligations in providing a particular service, such a situation will constitute a 'force majeure' and We shall be excused from performance for so long as such a situation endures.

For the purposes of these Conditions of Use, the term 'force majeure' shall be deemed to include any cause affecting the performance by Us of Our obligations arising from or attributable to acts, events, omissions or accidents beyond Our reasonable control and in particular, but not by way of limitation, shall include strikes, lock-outs, other industrial action, actual or threatened terrorist action, civil commotion, riot, crowd disorder, invasion, war, threat or preparation for war, fire, technical or power failure, software, hardware or telecommunication or other network failures, interruptions, disruptions or malfunctions, explosions, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural or physical disaster, any legislation, regulation, rule or ruling of government, court or any competent authority.

We reserve Our right to restrict, suspend or terminate Your use of this Website or any of Our services at any time if We believe, in our absolute discretion, that You have breached these Conditions of Use.

### **Indemnity**

You agree to indemnify and hold Us and our subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable solicitor's fees, made by any third party due to or arising out of content You submit, post to or transmit through the Website, Your use of the Website, Your connection to the Website, Your violation of the Conditions of Use, or Your violation of any rights of another person or entity.

### **Complaints and Comments**

If You have any complaints or comments about Our Website or any of the products supplied to You, please contact Us through the [Contact Us](#) section on the Website

## **Email Service**

In situations where We may give You the option to subscribe to Our email service which will update You with news or information which We consider to be of interest to You, Your use of the content received through the email service will be subject to these Conditions of Use.

## **Applicable Law and Disputes**

By visiting the Website You agree that these Conditions of Use shall be construed in accordance with the laws of the Republic of Ireland, without regard to any conflict of law provisions. Any dispute relating in any way to Your visit to or use of the Website shall be subject to the exclusive jurisdiction of the Irish Courts.

## **Notification of Copyright Infringement**

We will, in appropriate circumstances, terminate the accounts of Users who infringe the intellectual property rights of others. If You believe that Your work has been used or copied in a way that constitutes copyright infringement, please provide Us with a Notice containing the following elements:

- a physical or electronic signature of the person authorised to act on behalf of the owner of the copyright interest that is alleged to have been infringed;
- a description of the copyrighted work or works that You claim have been infringed and which You request to be removed from the Website;
- a description of the location of the material that You claim is being infringed;
- information sufficient to permit Us to contact You, such as Your physical address, telephone number and e-mail address;
- a statement by You that You have a good faith belief that the use of the material identified in Your Notice in the manner complained of is not authorised by the copyright owner, its agent, or the law;
- a statement by You that the information in Your Notice is accurate and that You are the copyright owner or are authorised to act on the copyright owner's behalf.

You can notify Us of any claims of copyright infringement at the following address:  
Special Olympics Ireland, The National Sports Campus, Snugborough Road,  
Blanchardstown, Dublin 15.

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[eteam@specialolympics.ie](mailto:eteam@specialolympics.ie)

Tel: +353 18823972

## **Children under 18**

If You are under 18, You must ask Your parents or a guardian before You:

- E-mail the Website, or ask Special Olympics Ireland to e-mail anything to You;
- Send in any information to Us;
- Buy anything online

By continuing to use this Website and any of the services offered, You are confirming that You are over 18 years old or that You have received the consent of Your parents or a guardian. PLEASE NOTE that all minors are recommended to discuss these Conditions of Use with their parents before they complete the registration process.

## **Privacy**

We treat Your privacy very seriously. Our [Privacy Policy](#) provides details about the type of information We may collect from You and details how We may use this information. You are asked to read our Privacy Policy, which forms a part of these Conditions of Use and sets out the way in which Your Personal Data is handled.