

By registering to participate in the Fantasy Speedway game governed by these terms and conditions and the Game Rules (as defined below) ("the Game") you hereby agree to be bound by and to abide by the following terms and conditions.

### **Applications and Registration**

1. All applications to participate in the Game must be made online on the BSI website at [www.speedwaygp.com](http://www.speedwaygp.com) ("the Site") and strictly in accordance with the relevant instructions. No applications to enter made in any other manner will be accepted. Where your application is accepted, you will become known as a 'Player' in the terms below.
2. Entry into the Game is open to both UK and non-UK residents. Employees (and their immediate families) of BSI Speedway Limited ("BSI") are ineligible to win any prizes. If such person would otherwise win a prize, it shall be awarded to the next placed Player. The extra terms included herein will apply to under 18s playing the Game.
3. No purchase of any item or service is necessary in order to enter the Game and no payment is required from you to enter the Game. The sole consideration required from you is that you agree to be bound by these terms and conditions and by the Game Rules as defined below.
4. Entries must not be submitted by agents or third parties. No responsibility can be accepted for lost, delayed or incomplete entries or entries not received by BSI for any reason. Any such entries will be deemed void (concerning which the decision of BSI shall be final).
5. While there is no limit on the number of entries per household or organisation only one entry in respect of the Game per unique registered user of the Site is permitted (concerning which the decision of BSI shall be final).
6. While there is no closing date for entries, BSI will publish from time to time deadlines by which you must be registered as Players in order to qualify for points awarded in respect of any round of the Game. Any such information on how and when to enter for the Game forms part of these terms and conditions.
7. BSI reserves the right to suspend and delete entries that are deemed to be inappropriate or offensive. Depending on the seriousness of the situation, the user's account may be deleted in its entirety without notice. Any such decision to do so by BSI is final.
8. In the event that (other than in the circumstances at term 7 above) entry names are deemed unsuitable BSI may reject such names. In this instance, any names so rejected may be changed and notified to BSI within seven days. In the event that the alternative name proposed on behalf of any applicant to play the Game in such circumstances is again rejected at BSI's discretion the relevant applicant will be treated as being in breach of these terms and conditions.
9. Any personal information which you submit will be controlled in accordance with BSI's privacy policy and all UK legislation governing the same. For the avoidance of doubt, we will not disclose your personal information to any other Player unless a) this is restricted to those details in term 20 and 21 or b) if we are required to do so by a competent authority or court within the United Kingdom.
10. BSI doesn't condone users setting up/joining leagues charging for entry and cannot be held responsible for their management or any loss suffered through users' involvement.

### **The Game Rules**

11. The Game will be governed by the Game Rules from time to time published on the Site by BSI ("Game Rules"). BSI reserves the right to alter, amend or supplement the Game Rules from time to time in its absolute discretion in the event of any circumstances beyond its reasonable control arising or where it considers it desirable to do so. You agree that no liability shall attach to BSI as a result of any such change and so are advised to check the Game Rules regularly from time to time. The Game Rules form part of these terms and conditions.

12. BSI will be the sole decision-maker of any matter of interpretation of the Game Rules and any aspect of the content of, or playing of, the Game. BSI will not enter into correspondence relating to such matters and its decision as to any matter arising out of or in connection with the Game Rules including but not limited to the allocation of points to any Player and/or the award of any Prize shall be final and conclusive.

### **Prizes and Winners' Details**

#### *Overall winner*

13. The prizes awarded in respect of the Game ("Prizes") will be at the discretion of BSI from time to time and BSI reserves the right to alter and amend the Prizes where circumstances beyond its reasonable control require it to do so.
14. The first Prize ("Winner's Prize") will be awarded to the Player who according to BSI's determination is at the highest points scorer at the end of the 2016 Championship. Proof of age will be required for the Winner's Prize.
15. Subject to any unforeseen changes, the Winner's Prize will be pair of tickets to the 2017 Adrian Flux British Grand Prix. The Winner's Prize includes 1x double hotel room including breakfast. Travel not included.
16. Prizes are not transferable and are non-exchangeable and no cash alternative will be offered in any circumstances.
17. Winners will be notified of their success by email by Monday 24th October 2016 at which time they must confirm their contact details prior to the Prize in question being delivered.

#### *Event winners*

18. The "Grand Prix-by-Grand Prix Prize" will be awarded to the Player who scores the highest number of points in each Grand Prix.
19. Subject to any unforeseen changes, each Grand Prix-by Grand Prix prize shall consist of two (2) tickets with guest pass (only) to a Grand Prix of the winners' choice. No accommodation or travel or other expenses are included.
20. The winners will be published on the Site as soon as reasonably possible after the winners have been identified. The winners are also available by sending a stamped self-addressed envelope to BSI Speedway Limited, Building 6, Chiswick Business Park, 566 Chiswick High Road, London, W4 5HR.
21. Players' names and addresses and the winners' photographic images and their comments relating to any Prize may be used without limitation for future promotional, marketing and publicity purposes of BSI in any and all media worldwide without notice to them and without any fee being paid.
22. If you are under 18, then the above Prizes information will apply differently to you should you win a Prize. See terms below.
23. You are entirely responsible for any messages which you post. You shall be entirely responsible for any losses that BSI, or any other users may suffer as a result of any messages you post, or otherwise as a result of your use of the Game.
24. Generally, you must ensure that you only use the message boards in order to post messages which are (in the reasonable opinion of BSI) legal, decent, proper and relevant.
25. By way of example, you must ensure that you:
  - a. comply with any instructions from BSI;
  - b. do not defame, threaten, harass, abuse, or otherwise violate the rights of others (whether they are users of the Game or not);

- c. do not post messages which are unlawful, defamatory, obscene, objectionable, or inappropriate;
  - d. do not bring BSI, the FIM or the sport of Speedway into disrepute;
  - e. do not promote or provide unlawful instructions to others;
  - f. do not post any messages which could interfere with the intellectual property rights or confidential information of others;
  - g. do not post messages containing commercial messages or advertising;
  - h. do not impersonate anyone else;
  - i. do not use the message boards to harvest personal information about others;
  - j. do not contain personal information of others in any messages, unless that use is lawful, or you have their consent; and
  - k. do not transmit any viruses or other harmful code.
26. Please note that BSI will seek to use these terms to prohibit all such behaviour. However, BSI cannot guarantee that you will not be exposed to such behaviour. If you should encounter it, please feel free to make a complaint accordingly by emailing [speedway@img.com](mailto:speedway@img.com).
27. BSI advises that you exercise caution in revealing any personal information about yourself on any message boards.
28. BSI reserves the right at any time and for any reason to:
- a. temporarily or permanently suspend your access to the message boards;
  - b. delete any of your messages;
  - c. require any of your future messages to be pre-vetted;
  - d. take any other action against your account as it sees fit.

### **Applicants Under 18 Years of Age**

29. If you are under 18 years of age, then you are welcome to enter the Game, but you should carefully read these terms, and ensure that your parent or responsible guardian also does so, before submitting your application.
30. You will only be eligible for the Winner's Prize or a Grand Prix-by-Grand Prix Prize if we receive a note of written consent from your parent or guardian confirming that:
- a. they were happy for you to play the Game;
  - b. that they are happy for you to receive the winner's Prize; and
  - c. they will accompany you at all times on the trip as the second ticket holder.
31. If you do win a Prize, and if BSI wishes to use any comments, details, or photographs of you, then they will always seek the express written consent of your parent or guardian before doing so.
32. If when using the message boards you feel at any time harassed, distressed, or bullied by any of the messages, please immediately email [speedway@img.com](mailto:speedway@img.com) and also inform your parent or guardian.

### **Responsibility and Remedies**

33. The extent of BSI's responsibility to you has been determined in the context of the following:
- a. the Game is provided to you free of charge;
  - b. message boards are not checked or verified by BSI;
  - c. you are responsible for any action you do or do not take as a result of the Game and the information therein;
  - d. you are responsible for ensuring that your equipment is enabled with appropriate up-to-date virus checking software.

34. While BSI will endeavour to ensure that the Game is available to you at all times and that the contents are correct and accurate, it cannot make any legal commitment to you that this will be the case. However, BSI will exercise reasonable skill and care in providing any service to you.
35. BSI cannot accept any liability to you for any of the following types of loss which you may suffer as a result of your entry to the Game:
  - a. loss which was not foreseeable to you and BSI when you first applied for the Game (even if that loss results from BSI's failure to comply with these terms or its negligence);
  - b. any business loss you may suffer, including loss of revenue, profits, or anticipated savings (whether those losses are the direct or indirect result of BSI's default);
  - c. loss which you suffer other than as a result of our failure to comply with these terms or our negligence or breach of statutory duty;
  - d. any loss which you may suffer as a result of or in connection with or arising out of any Prize.
36. Nothing in these terms will limit BSI's liability for death or personal injury arising from its negligence or if they deliberately lied to you before you entered.
37. Any breach by you of the Game Rules from time to time shall also be a breach of these terms and conditions.
38. In the event of any breach by you of these terms and conditions BSI reserves the right to:
  - a. take any action as described above;
  - b. refuse entry to the Game;
  - c. disqualify you from the Game;
  - d. require any reasonable amendment to your application or entry.
39. If you are barred or disqualified from entry, you shall not be eligible to participate in the Game under any other identity or team name. Any such decision by BSI shall be final.
40. If any of these terms are determined to be illegal, invalid, or otherwise enforceable then the remaining terms shall continue in full force and effect.
41. These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

Promoter: BSI Speedway Limited, Building 6, Chiswick Business Park, 566 Chiswick High Road, London, W4 5HR