

Terms and Conditions

Introduction

The JdV Club (JdVC) is a membership service from JdV Sport (JdVS) whose registered office is at Byron House, 7 – 9 St James's Street, London, SW1A 1EE.

When you join the JdVC as a "member", you are subscribing to a service from JdV Sport, a privately owned organisation. The word "member" or "membership" refers to your subscription or your status as a subscriber to the service.

These terms and conditions form the basis of the contract through which JdV Sport will deliver the service. On subscribing you agree to these terms and conditions and you are providing us with the appropriate consent to handle your personal information in accordance with the UK Data Protection Act.

Information handling

JdV Sport is a registered data controller with [Information Commissioners Office UK](#) (ICO).

JdV Sport or its agents store, host and otherwise process the information (including personal data) supplied by its members / subscribers / users via its websites.

Use of Cookies

JdV Sport follows guidelines on cookies as outlined by the Information Commissioners Office (ICO) UK. Privacy policy available on request.

General users - visitors to the JdV Sport website

JdV Sport does not collect any personal information from users visiting and browsing its website. Only aggregate data such as the number of visits per page are collected.

Aggregate data are only used for internal and marketing purposes and do not provide any personally identifying information.

Data protection and use of personal data

JdV Sport is the Data Controller and Data Processor of any personal data you supply. The personal data you supply will be used to process your application for membership, application for services, newsletter or information subscription or your application to become a partner.

The data collected by JdV Sport through its website will be used for: marketing; statistical and analytical purposes; to improve its own web content; to develop new products and services and to administer membership.

JdV Sport may monitor the usage of its website by members whilst respecting the privacy of its members. Additionally, JdV Sport can make member contact information available through its Membership Directory for our premium service for our meet and mingle to other members using its website and to those who register for its conferences. Please see our Privacy Policy for more information on how and for what purposes we use your personal data.

Data disclosures to third parties

JdV Sport is committed to protecting privacy and personal data of its members and subscribers.

JdV Sport is funded by event and other product fees, and by business partners – commercial providers of products and services – but JdV Sport does not provide member or subscriber data to these partners except for information that is readily available such as delegate lists for attendees of JdV Sport events. Any sharing of data will be agreed with both parties prior to sharing for mutual benefit.

On occasion, JdV Sport may provide limited data to third parties that offer products and services (such as Eventbrite used for registering events bookings). These limited data

include names, job titles, organisation name and business addresses, but do not include personal or business phone number or e-mail addresses. JdV Sport may send such data outside the European Economic Area for processing.

JdV Sport may disclose member personal data if required to do so by law or if JdV Sport believes that such action is necessary: to comply with legal requirements; or to act under circumstances to protect the safety or security of its members.

Member opt out

Membership communication will be in the form of email, telephone and by post.

Members can update their preferences on their online profile and select:

- which communication methods they do not wish to be contacted via
- which type of emails they wish to receive

Conditions of membership - Right to refuse applications

JdV Sport membership is open to individuals who:

- are interested in golf and travel;
- are not suppliers of services and products to golfers unless they have been invited by JdV Sport to become JdV Sport partners or advisors

Once a member submits an application, it is reviewed by the JdV Sport team. If approved, the applicant receives an automated welcome message as a new member with login details into the member area of the JdV Sport website. Applicants who are not approved will be contacted by JdV Sport individually: either with a request for further information or informing the applicant of JdV Sport decision to decline the application.

JdV Sport reserves its right not to fulfill or to cancel a member application at anytime. If a member is accepted into JdV Sport membership and subsequently it turns out that any or all of the information they provided was misleading or false: JdV Sport reserves its right to revoke the membership with immediate effect, without the right of appeal.

Conditions of membership - Membership period

In general membership runs for 6 consecutive months from the date when a member has applied and their application has been approved.

Free membership: Members subscribed to this type of membership will not be subject to a standard renewal process whilst this type of membership is in place. Members subscribed to free membership will receive an notification from JdV Sport requesting and reminding them to update their member profile.

Members accept they will receive from JdV Sport, during each 6 month period, a maximum of:

- Two JdV Sport Insights magazine editions by post or digital version by email
- 6 eNewsletters
- 6 Promotional emails, of products / services from JdV Sport
- One research call
- Two postal mailings
- Two calls to advise on events or other products that fit a member's profile / interests

Members are reminded to keep their profile and Preferences up-to-date so they receive the most suitable communications from JdV Sport.

Conditions of membership - Membership cancellation

A member of JdV Sport who has subscribed to JdV Sport membership can cancel their membership anytime by contacting JdV Sport in writing to nickdevilliers@jdv sport.com.

Members who cancel their membership are removed from membership with effect from the date on which their resignation is received by JdV Sport and all their member benefits and rights cease at that time.

Conditions of membership - Individual members' obligations

JdV Sport expects of its members the highest standards of dignity, fairness and integrity. These values and expectations form the basis of JdV Sport Code of Conduct that members are requested to abide.

Code of Conduct

JdV Sport members will abide by the code of conduct, which is available upon request and in line with all golf club membership and general club memberships.

Events

Members may be invited to events organised by JdV Sport or by its partners if such events are considered to be of value and benefit to members as eg educational and networking opportunities. Our events may be subject to separate terms and conditions. Please check these at the time of booking.

Prize Draw and Competition Rules

All prize draws and competitions which are associated with JdV Sport offers are subject to separate terms and conditions, as written at the time of the prize draw, competition or offer. Prize draws are not open to employees of JdV Sport. These terms and conditions override any contrary terms or conditions published by JdV Sport in relation to any membership subscription between members and JdV Sport.

Price Information

Any fees displayed on the JdV Sport website are subject to change without notice. We reserve the right to increase the price of products and services on regular basis. If this would be related to services subscribed by existing members, members will be informed in advance.

Governing law and jurisdiction

These terms and conditions are governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts notwithstanding the jurisdiction where you are based.

If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by the law.

A person who is not party to these terms shall not have any rights under on in connection with them under the Contracts (Rights of Third Parties) Act 1999.

Liability

Liability for 3rd parties: JdV Sport liability to its members will not extend to any membership related benefits, goods or services provided by an external provider. JdV Sport specifically excludes liability for any loss or damage suffered by a member as a result of her/his involvement in whatever manner with an external provider.

Accuracy of JdV Sport information: Reasonable effort is made to ensure the accuracy of information provided on our websites, in newsletters, and any other publications; however, neither we nor the authors can accept liability for errors and omissions within its publications.

JdV Sport Website:

The JdV Sport website may contain links to other websites, which in turn may contain material that has been produced by third parties not affiliated with us. We have no control over those other websites and accept no responsibility or liability for information or content provided on such websites.

Even if data encryption is used, the security of information transmitted via the internet cannot be guaranteed. Any losses incurred or sustained by users who transmit information by electronic means shall be borne solely and exclusively by such user and in no event shall any such losses in whole or in part be borne by us. Please see website terms and conditions.

Force Majeure

Neither party shall be liable to the other for any delay or non-performance of its obligations by reason of matters beyond its control including, but not limited to, any act of terrorism, war, riot, civil commotion, compliance with any law or government order, fire, flood or storm, strikes, or any other industrial dispute, delay in transit, power failure, postal delay, or any event that cannot be reasonably be planned for or avoided.

These Terms and Conditions do not and shall not affect your statutory rights as a consumer.

A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act.

Variations to this agreement

JdV Sport may change these terms and conditions at any time upon giving its members 14 days prior notice. The most recent edition of these terms and conditions will be binding upon JdV Sport member, subscribers, and users. JdV Sport Members may exit the contract if they do not accept any proposed variation. These terms and conditions override any contrary terms or conditions published in relation to any membership subscription between a member and JdV Sport.

If JdV Sport privacy policies change, JdV Sport will notify its members and subscribers by e-mail or a special announcement placed on this website.

Queries, complaints, comments

We will endeavor to respond within 48 hours to any complaint or query received. This may be an acknowledgement that we have received a complaint whilst further investigations are carried out. If you have any queries, comments or complaints about products and services please contact us at nickdevilliers@jdv sport.com

If you believe that any of the information JdV Sport holds about you is incorrect or out of date, please log in and edit your information, and if the data is not editable, forward the accurate information to nickdevilliers@jdv sport.com

If members wish to obtain a copy of their personal data held by JdV Sport, then please write to nickdevilliers@jdv sport.com. You may be asked to provide proof of your identity and for any further information that might help JdV Sport to locate the data you are seeking.

Date: 1 March 2017