

Introduction

These are the general terms and conditions governing your access and use of the content and services offered to you on this internet site and constitute an agreement between you and SportMalta.

SportMalta ('SportMalta'/'we' /'us'/'our') is the owner and operator of www.sportmalta.org.mt (website). SportMalta is the national authority responsible for supporting, developing and promoting sport throughout Malta and Gozo. Our Head Office is at Cottonera Sports Complex, Cospicua. We may be contacted on our telephone numbers (+0356) 22036000 or email info@sportmalta.otg.mt

By using, viewing, transmitting, caching, storing and/or otherwise utilising this website, the services or functions offered herein and/or contents or information on this website, you agree to each and all of the terms and conditions set out herein, and waive any right to claim ambiguity or error in this Agreement. Should you not agree to each and every term and condition set out herein, you are asked not to use this website and to leave immediately.

By using the services you warrant to SportMalta that you have the legal capacity to enter into these Terms and Conditions with us.

1. Description of Service/Product

Through this website we provide general information about our objectives, tasks, achievements, programmes, facilities, activities, services and events and we also provide you with the possibility of registering as a member and purchasing any available sports programme online.

2. Online payments

Any online purchases on this website shall be charged at the price advertised on this website at the date the order is placed. All prices shown on the website are indicated in Euro and are inclusive of VAT.

We reserve the right to review and change the prices advertised on our website from time to time.

While we try and ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of goods you have purchased, we will inform you as soon as possible and give you the option of reconfirming your purchase at the correct price or cancelling it. If you cancel and you have already paid for the goods, you will receive a full refund.

3. Payment Method and Security

All online purchases shall only be accepted against payment by credit/debit card.

Your card details are received and processed directly by our payment gateway (PSP), Transactium Limited; your card details are transmitted from you to the payment gateway (PSP) encrypted over high-strength SSL for maximum protection and confidentiality. SportMalta does not at any point handle the card information.

For additional security, your three (3) digit security code found at the back of your card is never stored by the payment gateway (CVV/CVC2). Without this number, additional transactions attempted on your card, without your authorisation, would be rejected.

The payment gateway (PSP) is licensed and authorized by Visa, MasterCard and other card associations to act as a payment gateway and is fully audited and compliant with the Payment Card Industry Security Standards.

You undertake and agree to provide correct details to SportMalta for the purpose of ordering or purchasing goods/services from this website.

You also undertake that the credit or debit card you are using is your own and that there are sufficient funds to cover the cost of the goods or services ordered/purchased.

4. Communication

You agree that any e-mail address you provide to us can be used as a long-distance means of communication for SportMalta to contact you as necessary in accordance with our [Privacy Policy](#).

5. Conclusion of the contract

When you purchase one of our sports programmes, the electronic contract between you and us shall be concluded as soon as you have received our electronic acknowledgment, hereby referred to as a confirmatory email, of your purchase. This confirmatory e-mail is the receipt of your purchase. It will contain all relevant statutory information concerning your contract.

The confirmatory e-mail will also contain a link to these terms and conditions.

You must check that the details on your receipt are correct as soon as possible and you should print it out and keep a copy of it.

Once we receive notification from you that you wish to withdraw from the contract (in accordance with these terms and conditions), any sum debited to us from your credit card in relation to your purchase will be re-credited to that credit card account as soon as possible and in any event within thirty (30) days of your purchase.

While we try and ensure that all sports programmes offered are available, should you purchase a place in a programme which has been accidentally overbooked or which for some reason it is not run, you will be given the right to cancel the agreement and receive

a full refund which will be re-credited your credit card account as soon as possible and in any event within 30 days of your purchase.

6. LIABILITY

This section applies only to the extent permitted by law.

While endeavouring to ensure that all the information we provide on this website is correct, we do not accept liability (except as set out below) for any errors and omissions and reserve the right to change information, prices, specifications and descriptions of listed services.

If an error is discovered in the price of the service that you have purchased, we will inform you as soon as possible as set out in these terms and conditions.

SportMalta will do its best to correct errors and omissions as quickly as practicable after becoming aware of them.

TO THE FULLEST EXTENT PERMITTED BY LAW, SPORTMALTA IS PROVIDING THIS WEBSITE AND ITS CONTENTS ON AN 'AS IS' BASIS AND MAKES NO (AND EXPRESSLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THIS WEBSITE OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED IN THIS WEBSITE INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, SPORTMALTA DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS WEBSITE IS ACCURATE, COMPLETE OR CURRENT.

We reserve the right to make changes to the material, detail or to the products and services and prices described in it at any time and without any prior notice. We reserve the right to modify and/or discontinue (temporarily or permanently) the products and services from time to time, for any reason, and without notice, including the right to terminate any of the products and services. In any such case we shall not be held liable for any such modification, discontinuance or termination.

You and SportMalta will only be liable under these terms and conditions for losses which are a reasonably foreseeable consequence of the relevant breach of of these terms and conditions.

We shall have no liability (including liability for negligence) for the acts or omissions of telecommunications service providers or for failures of, or faults in their networks and equipment.

7. Privacy Policy

We are committed to protect your privacy and we will not collect any personal information about you unless you provide it voluntarily. Please read our [Privacy Policy](#) for further information about the processing of your personal data by SportMalta. You confirm that you have read and understood our [Privacy Policy](#) and agree to the provisions contained therein.

8. Applicable law and jurisdiction

This is a Maltese website and is subject to the laws of the Republic of Malta.

Every purchase you make shall be deemed performed in Malta. Maltese law shall govern every aspect of the electronic contractual agreement between you and SportMalta concerning purchases made from the website.

All disputes arising from the use of this website and/or and electronic contractual agreement between you and SportMalta shall be subject to the exclusive jurisdiction of the Courts of Justice of Malta

9. Miscellaneous

No waiver by us of any breach of these terms and conditions shall be considered as a waiver of any subsequent breach of the same or any other provision.

You may not permit, create unauthorised framing of, or deep linking to, the website or the creation of derivative works thereof from any other website under your management or control.

It is a crime to use a false name or a known invalid credit card to order/purchase any product or service online. Anyone caught wilfully entering an erroneous or fictitious order/purchase will be prosecuted to the fullest extent of the law.

Except for any third party content, SportMalta is the sole owner of any and all content on this website, including but not limited to all applicable intellectual property rights, text, images, audio, video and all other material.

You accept that use of the website content may be made only for personal and non-commercial purposes and so long as you include sufficient attribution of any such content. Any other use is strictly prohibited, unless otherwise previously authorised in writing by SportMalta.

10. SportMalta Programmes Terms & Conditions

Booking, confirmation, data and communication.

- Booking and payment is only accepted through <https://www.sportmalta.org.mt/programmes/online-booking-form>.

Bookings in person at any SportMalta office or by post will NOT be accepted. Applications will be treated on a first come, first served basis.

Confirmation of acceptance of booking is sent immediately by email. Kindly

check spam/junk folder if you do not receive it immediately. Once a booking is confirmed, no refund will be issued.

- All requested personal data is to be provided. This information will be treated with the strictest confidence. You are responsible to provide correct data and to update us if any changes take place. Activities may be photographed and filmed to be used for media coverage, TV, magazines, newspapers, billboards, websites and social media. Personal data provided will be included in the SportMalta database and may be used to provide information about future activities and programmes through email, post or via SMS. This data will not be disclosed to third parties.
- SportMalta collects and processes information to carry out this function in accordance with the Data Protection Act 2000. Any information could be passed to other departments involved in the processing of this application. You are not obliged to give this information if you do not wish to. However, you should be aware that should you not provide such information, the department may not be able to process your application.

Changes and cancelled programmes.

- SportMalta reserves the right to cancel and/or change any programme as it deems necessary. No refunds will be made unless any programme is changed or cancelled by SportMalta.
- Sessions may be cancelled due to bad weather. In this case no refunds will be given.

SportMalta will not issue any refunds if sessions are cancelled on Health Authority directives.

Medical, health, injuries, fit to take part.

- Participants are to ensure that they are fit to take part in sport that includes vigorous physical activity. In case of children, parents/guardians are to ensure that their child is fit.
- We will take all necessary precautions to avoid accidents that can lead to injury however accidents still happen. SportMalta is not responsible for any injuries incurred during the sessions.
- No refunds apply in cases where a participant cannot continue the programme due to an injury or change in health condition.

Before and after the session, attendance, behaviour.

- Parents are to bring/collect their children from inside the venues concerned or as indicated by the Head Coach. Parents may be requested to drop and pick-up children from a point outside the venue. This will be indicated by the Head Coach via email.
- Failing to attend for 3 consecutive sessions without notifying the Head Coach means that you are no longer interested in participation. We reserve the right to give your place to another applicant.
- Any misbehaviour will lead to a child being dismissed from the programme. Dismissal can be immediate and notified on the same day. SportMalta's decision is final. No refunds apply in such cases.

Additional requirements to prevent transmission of COVID-19.

- All participants are to carry a hand disinfectant and sanitised wipes tissues and other personal hygiene products. These are to be used any time indicated by the coach.
- Social distancing to be maintained as much as possible, before, during and after the sessions.
- A high level of hygiene, including personal hygiene, is expected from all.

General.

- No transport is provided for any of these activities.
- Children must be able to change/wear clothes and footwear without assistance.
- Children must be within the age bracket listed by the starting date of the programme.
- Information in the brochure as well as guidelines for participation in SportMalta programmes may change from time to time.

We reserve the right to terminate this Agreement immediately and without notice to you if: –

- you fail to make any payments to us when due
- you breach the terms of this Agreement (repeatedly otherwise)
- when requested by us to do so, you fail to provide within reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity

- we suspect you have engaged, or about to engage, or have in any way been involved in fraudulent or illegal activity on the website.

SportMalta may amend these Terms from time to time and place the new version on the website. All purchases from the date that the amended terms are placed on our website onwards will be governed by those new terms. Your continued use of the website following SportMalta's posting of any changes will constitute your acceptance of such changes. If you do not agree to any changes to these Terms, then your only remedy is to cease using the website.

These Terms supersede any and all other conditions, understandings, commitments, agreements or representations (except fraudulent misrepresentations) relating to your purchase, whether oral or in writing, and contain the entire agreement between SportMalta and you relating to your purchase. SportMalta advises that you print off and keep safe a copy of these terms and conditions once your order has been accepted by us. We will store a copy of the contract entered by you with SportMalta. You are advised to read (and are responsible for reading) fully all information on this website.

If any provision of these Terms shall be held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remaining parts of these Terms and the remainder of the affected provision shall be unaffected.

We reserve the right to terminate any agreement concluded with you regarding any sports programmes immediately and without notice to you:

- if you fail to make any payment to us when due
- you breach these terms and conditions or our Privacy Policy (repeatedly or otherwise)
- when requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you or your identity
- we suspect you have engaged or about to engage, or have in any way been involved in fraudulent or illegal activity on the website

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These terms and conditions were last updated on the 1st October 2022