

## **Terms and Conditions**

### **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 <https://www.sportmalta.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 number (+356) 22036100 or email address [info@sportmalta.org.mt](mailto:info@sportmalta.org.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 we also provide you with the possibility of purchasing any available sports programme online.

#### 2. Price

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.

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 with a charge of 10euro as a refund fee.

### 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-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 authorization, 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 e-mail can be used as a long-distance means of communication.

#### 5. Conclusion of the contract

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.

#### 6. Cancellations/Refund Policy

All purchases are in general non-exchangeable, non-refundable and non-transferable besides cases of cancellation and withdrawal. Any cases worthy of a refund a standard refund fee of €10.00 will apply.

We can also accept cancellations by phoning 22036281 and 22036228. You may cancel the purchase by sending the notice of cancellation by email to [programmes@sportmalta.org.mt](mailto:programmes@sportmalta.org.mt) ensuring that you quote your name, address and transaction reference code.

Once we receive notification from you that you wish to withdraw from the contract (in accordance with all these terms), any sum debited to us from your credit card in relation to your purchase minus €10.00 refund fee will be re-credited to that credit card account as soon as possible.

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 to your credit card account as soon as possible and in any event within 30 days of your purchase.

## 7. 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.

SportMalta will do its best to correct errors and omissions as quickly as practicable after being notified 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 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 for losses which are a reasonably foreseeable consequence of the relevant breach of contract.

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.

## 8. Privacy Policy

We are committed to protect your privacy and we will not collect any personal information about you unless you provide it voluntarily. Any personal information you communicate to us is kept by SportMalta itself in accordance with the Data Protection Act, 2001 (Chapter 440 of the Laws of Malta).

For more information about our policy, you are requested to read our privacy policy which is available on this [link](#). You confirm that you have read and understood our privacy policy and agree to the provisions contained therein.

## 9. 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.

## 10. Miscellaneous

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

You may not permit, create unauthorized 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. Anyone caught wilfully entering an erroneous or fictitious order/purchase will be prosecuted to the fullest extent of the law.

## 11. SportMalta Programmes Terms & Conditions

### A. Booking, confirmation, data and communication

1. Bookings and payments are only accepted only through <http://sportmalta.mt/programmes/online-booking-form/>. Confirmation of acceptance of booking is sent immediately by email. Kindly check spam/junk folder and if you do not receive it call 22036100 to confirm payment. Bookings in person at any SportMalta office or by post will not be accepted.
2. 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.

3. 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 processing this application. You are not obliged to give this information; however, the department might not be able to process your application if not provided.
  4. SportMalta will pass required information to the Inland Revenue Department for tax rebate purposes.
- A. Changes or cancelled programmes.
1. 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.
  2. SportMalta will not issue any refunds if sessions are cancelled on Health Authority directives.
  3. Programme may be cancelled if minimum number of applicants is not reached.
- A. Medical, health, injuries, fit to take part.
1. 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.
  2. 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.
  3. No refunds apply in cases where a participant cannot continue the programmes due to an injury.
  4. or change in health condition.
- A. Before and after the session, attendance, behaviour

1. 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 venue. This will be indicated by the Head Coach via email.
2. Failing to attend for three consecutive sessions without notifying the Head Coach means they you are no longer interested in participation. We reserve the right to give your place to another applicant.
3. Any misbehaviour will lead to a child dismissed from the programme. Dismissal can be immediate and notified on the same day. SportMalta's decision is final.

#### B. General

1. No transport is provided for any of these activities.
2. Children must be able to change/wear clothes and footwear without assistance.
3. Children must be within the age bracket listed by the starting date of the programme.
4. Information in the brochure as well as guidelines for participants in SportMalta programme may change from time to time.
5. Parent's/guardians applying declare that they have cura custodia of the children they are applying for.
6. For any assistance contact [servizz.gov](https://servizz.gov) on freephone 153 or call on 22036000.
7. Closing date for Summer on the Move 2024 is 26th June 2024 or before if all places are taken.



8. Summer on the Move 2024 programme starts on the 8<sup>th</sup> of July and finishes on the 6<sup>th</sup> of September. With the exception of a week break from the session from the 12<sup>th</sup> – 16<sup>th</sup> of August.