

## Legal Notices

Access to any information on this Thomas Cook Sport Web Site is conditional on your acceptance of the following terms and conditions, information and statements (collectively referred to as Legal Notices. Our booking conditions apply to the travel arrangements and products offered on this website and must be read in addition to these Legal Notices. Thomas Cook Retail Limited trading as Thomas Cook Sport reserves the right to change or update the Legal Notices relating to use of this Site from time to time without prior notice to Users. The current version of the Legal Notices will be displayed within the Site from the date on which any changes come into effect. Continued use of the Site following any changes to the Legal Notices shall constitute your acceptance of such changes.

Terms and Conditions For Use of This Site  
Data Protection/Privacy  
Company Information

## Terms and Conditions For Use Of This Site

1. User agreement between the **user** (“User”, “you”) and **Thomas Cook Retail Limited trading as Thomas Cook Sport** (“Thomas Cook Sport”, “we”, “us”). Please read these terms and conditions of use (“Terms and Conditions”) before using this website (“Site”). You consent to these Terms and Conditions when you use this Site, without qualification. If you disagree with any part of the Terms and Conditions, you may not use this Site in any way.

2. The information on this Site is directed solely at those who access this Site from the United Kingdom mainland. We are an English registered Company. Our business and the services we offer are governed by the applicable laws of England and Wales. No warranties and/or representations of any kind, express or implied, are given as to the compliance of the information shown on this Site, the services offered by or on behalf of us, any information relating to such services and our business in any respect with any laws of any other country which do not, in any event, affect or apply to the same.

### 3. Site User Obligations

You agree to be bound by the following obligations, including without limitation:

You accept financial responsibility for all transactions made under your name or account

You must be 18 years of age or over and have legal capacity.

You warrant that all information you provide about yourself or anyone else shall be true and accurate.

The transmission of threatening, defamatory, pornographic, political, or racist material or any material that is otherwise unlawful is expressly prohibited.

This Site and any content may not be modified, copied, transmitted, distributed, sold, displayed, licensed or reproduced in any way by you, except that one copy of the information contained within the Site may be made for personal, non-commercial use.

4. Bookings for travel arrangements advertised on this Site may only be made by persons who are resident in the United Kingdom. All travel arrangements advertised on this Site are subject to the Thomas Cook Sport booking and purchase conditions which must be read before confirming your booking or purchase over the telephone with us. Residents of other countries must identify themselves as such at the time of booking or purchase and ascertain whether the booking or purchase will be accepted from their country of residence and the conditions applicable to their booking or purchase. All bookings and purchases are also subject to the general information appearing in the

relevant descriptions on this Site and any conditions/information of which we make you aware when you telephone us to make a booking.

5. Thomas Cook Sport booking conditions contain limitations and exclusions of liability to any person(s) who books and/or takes any of our holidays and/or travel arrangements. Cancellation and amendment charges are payable if a booking is cancelled or amended after it has been confirmed.

6. Access to this Site is conditional on your agreement that all information contained in it and all matters which arise between you and us will be governed by English law.

Access is further conditional on your agreement that any dispute or matter which arises between you and us will be dealt with exclusively by the Courts of England and Wales. We reserve the right to deny access to the Site at any time without notice.

7. No warranties, promises and/or representations of any kind, express or implied, are given as to the accuracy of any of the information contained on this Site or as to the nature, standard, suitability or otherwise of any services offered by us or on our behalf. We shall not be liable for any loss or damage of whatever nature (direct, indirect, consequential or other) which may arise as a result, directly or indirectly, from the use of any of the information or material contained in this Site and/or use of or access to any other information or material via web links from this site or any inability to access or use this Site. These exclusions of liability apply only to the extent permitted by law and, except for information or material accessed via Sites or supplied by an identified Third Party, where consistent with our applicable booking conditions. If any of these exclusions, in whole or part, is found to be unlawful, void or for any other reason unenforceable, that exclusion or part of the exclusion shall be deemed severable and shall not affect the validity or enforceability of the other exclusion(s) or part(s) of the exclusion(s) in question.

8. We may change any aspect of this Site or its content, including the availability of any suppliers, features, information, database or content, at any time and without notice.

9. Without prejudice to the foregoing provisions, we are entitled to the benefit of any applicable exclusions and/or limitations of liability permitted by the laws of any country found to be applicable to the information shown on this Site and/or any services offered by us or on our behalf.

10. The information and/or any prices shown on this Site are updated from time to time and therefore may have changed by the time you come to telephone us to book your holiday or travel arrangements. You will be given the updated information over the telephone at the time of booking.

11. The carriage of passengers and their baggage is subject to provisions of the Montreal Convention (as amended if applicable), national legislation and the carrier's conditions of carriage.

12. The copyright in the material contained on this site belongs to its Licensors or us. The material may only be used for your own personal use for non-commercial purposes.

13. This Site is provided on an 'as is' and 'as available' basis. We do not accept any liability in respect of your ability to access or use the site at any time or for any interruption in that access or use or for any failure to complete any transaction. We do not warrant that the Site is free from computer viruses or other properties that may cause loss or damage.

14. We reserve the copyright and all proprietary rights in the Site and all content. The material contained within this Site is the property of Thomas Cook Retail Limited or its affiliates unless identified as belonging to third parties. The name Thomas Cook Sport, and any other marks, logos and graphics of Thomas Cook Retail Limited or Thomas Cook UK Limited displayed on the Site are registered trademarks of Thomas Cook UK Limited or its affiliates. Other company and product or service names displayed on the Site may be the trademarks of their respective owners. You are not granted any right or license to use any trademarks.

## **Data Protection/Privacy**

Thomas Cook understands and respects the importance of your privacy.

When you browse the site, we do not collect personal information about you. The only way we will get any kind of personal information is if you give it to us when we specifically ask for it. We may ask you for personal information in a variety of circumstances:

- when you make a reservation or purchase something from us - by email, letter, fax, or on the phone
- if you register with us, subscribe to any newsletter, enter competitions or register for promotions
- if you take part in surveys or provide us with feedback

In order to help us maintain and improve our service to you Thomas Cook Sport also uses 'cookies' to collect information about your use of the website. Cookies are a feature of web browser software that allows web servers to temporarily store information within your browser, which in turn allows us to recognise the computer used to access Thomas Cook Sport. Most browsers automatically accept cookies but you can delete existing cookies from your browser. You can also edit your browser options to choose not to receive cookies in future. We may use cookies to keep track of the transaction from one page to the next.

We may also collect information about your visit to our website, based on your browsing (click stream) activities. This information may include the pages you browse and products and services viewed or booked for example. This helps us to better manage and develop our offers and to provide you with better products and services tailored to your individual interests and needs.

We may use this information to measure the entry and exit points of visitors to the Site and respective numbers of visitors to various pages and sections of the Site and details of searches performed. We may also use this information to measure the usage of advertising banners, other click throughs from the Site. We may disclose information of this nature in aggregate form to third parties, personal information on individual visitors will not be passed on to any third party.

Users who subscribe to any e-mail service we may offer, or users who book travel arrangements and who have not opted out, may receive promotional mailings and e-

mails from Thomas Cook companies. Your personal details will not be passed to any other third parties except where necessary to process your booking or enquiry. Your details may be passed to countries outside of the UK and the European Economic Area in order to process and arrange for the products and services you request. When you ask us to book travel arrangements for you, you agree that we may use and transfer your personal information in this manner.

Thomas Cook Retail Ltd, its contractors, agents, owners, and employees are not responsible for the content or the privacy policies of other web sites to which this Site may link.

We will provide a summary of any personal information held upon request. This information will only be sent to the e-mail address on file for the subscriber name associated with it. To obtain an information summary please e-mail [match.breaks@thomascook.com](mailto:match.breaks@thomascook.com). Thomas Cook Sport, its contractors, agents, owners, and employees are not responsible for the content or the privacy policies of other web sites to which this Site may link.

### **Company Information**

Our registered company name, company number and registered office address are as follows:-

Thomas Cook Retail Ltd  
The Thomas Cook Business Park  
Coningsby Road  
Peterborough  
PE3 8SB

Company Registration Number : 00102630 England ATOL 0020 ABTA: J8601/W8361