

# **MY RIDING LIFE TERMS & CONDITIONS**

# PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE

#### What's in these terms?

These terms tell you the rules for using our website www.myridinglife.com ("our site").

#### 1. Who we are and how to contact us

- 1.1 Our site is operated by <u>EQUINE AFFAIRS LIMITED</u> ("We"). We are registered in England and Wales under company number 03896997 and have our registered office at 29 Denton Drive, Marston Moretaine, Bedfordshire, MK43 0NA. Our VAT number is GB 738065324.
- 1.2 We are a limited company.
- 1.3 To contact us, please email myentries@myridinglife.com or telephone our customer service line on 08712303649.

## 2. By using our site you accept these terms

- 2.1 By using our site, you confirm that you accept these terms of use and that you agree to comply with them.
- 2.2 If you do not agree to these terms, you must not use our site.
- 2.3 We recommend that you print a copy of these terms for future reference.

## 3. There are other terms that may apply to you

- 3.1 These terms of use refer to the following additional policies, which also form part of these terms and apply to your use of our site:
  - Our Privacy Policy at Schedule 1. See further under clause 14.
  - Our Acceptable Use Policy (at Schedule 2), which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
  - Our Cookie Policy (at Schedule 3), which sets out information about the cookies on our site.

#### 4. We may make changes to these terms

4.1 We amend these terms from time to time. We will notify you if changes are made.

#### 5. We may make changes to our site

5.1 We may update and change our site from time to time. We will try to give you reasonable notice of any major changes.

## 6. We may suspend or withdraw our site

- 6.1 Our site is made available free of charge.
- 6.2 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 6.3 You should keep a copy of any information that you upload to our site or that you supply to third party event organisers to be uploaded to our site. We will not be liable or responsible if such information is lost or corrupted in any way.
- 6.4 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## 7. Our site is only for users in the UK and the Isle of Man

7.1 Our site is directed to people residing in the United Kingdom and the Isle of Man. We do not represent that content available on or through our site is appropriate for use or available in other locations.

#### 8. Children who use our site

8.1 If you are under the age of 18 and wish to use our site, you must first obtain permission from a parent/guardian and you must use our site under their supervision at all times. You are able to register a user account in your own name, but you will need a parent/guardian to pay for you if you want to enter any events.

## 9. You must keep your account details safe

- 9.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 9.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 9.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@affairsgroup.co.uk or by texting 07798626075.

## 10. How you may use material on our site

- 10.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 10.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.
- 10.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 10.4 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- 10.5 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 10.6 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## 11. Do not rely on information on this site

- 11.1 The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
- 11.2 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

## 12. We are not responsible for websites we link to

- 12.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- 12.2 We have no control over the contents of those sites or resources.

# **Entering** events

- 12.3 In using our site, you will be able to follow links in order to enter events organised by third parties.
- 12.4 You are entirely responsible for the content of your entry into an event, and ensuring that the entry is filled in correctly when submitted. Any subsequent amendments that you wish to make to your entry must be made direct with the event organiser.
- 12.5 Unless you have received an entry confirmation from the event organiser into your user account with a Completed/Successful Status then your entry cannot be confirmed (whether due to an error in your entry submission and/or entry payment being processed, loss of

- internet connection, disruption to our website, or otherwise). The status of all entries that you have made into events can be accessed and checked at any time via your user account.
- 12.6 You acknowledge that any contract that exists as a result of you entering such an event is expressly as between you and the event organiser. Any entry fee (or other fee) will be paid direct to the event organiser via a secure Payment Service Provider.
- 12.7 We have no involvement in the fulfilment of events and/or your entry into those events. In the event that you wish to cancel your entry or otherwise obtain a refund of your entry fee (or other fee), then you should contact the event organiser direct. Please note the Booking Fee is non-refundable in all circumstances.

# 13. Our responsibility for loss or damage suffered by you

## Whether you are a consumer or a business user:

13.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

## If you are a business user:

- 13.2 We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- 13.3 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability to use, our site; or
  - use of or reliance on any content displayed on our site.
- 13.4 In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

#### If you are a consumer user:

- 13.5 If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.6 If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

## 14. How we may use your personal information

14.1 We will only use your personal information as set out in our Privacy Policy at Schedule 1.

## 15. We are not responsible for viruses and you must not introduce them

- 15.1 We do not guarantee that our site will be secure or free from bugs or viruses.
- 15.2 You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- 15.3 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

#### 16. Rules about linking to our site

- 16.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 16.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 16.3 You must not establish a link to our site in any website that is not owned by you.
- 16.4 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- 16.5 We reserve the right to withdraw linking permission without notice.
- 16.6 The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

16.7 If you wish to link to or make any use of content on our site other than that set out above, please contact <a href="mailto:support@affairsgroup.co.uk">support@affairsgroup.co.uk</a>.

# 17. Which country's laws apply to any disputes?

- 17.1 If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.
- 17.2 If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

# 18. Our trade marks are registered

18.1 EQUINE AFFAIRS (logo) is registered as a trade mark in the UK and owned by Equine Affairs Limited. Equine Affairs Limited also owns unregistered trade mark rights (goodwill) in the marks EQUINE AFFAIRS (words and logo) and MY RIDING LIFE (words and logo) in the UK. You are not permitted to use these registered or unregistered trade marks without our approval, unless they are part of material you are using as permitted under *How you may use material on our site*.

**Equine Affairs Limited Oct 2020** 

# Schedule 1 – Privacy Policy

## **MY RIDING LIFE PRIVACY POLICY**

#### Introduction

Welcome to the privacy policy of EQUINE AFFAIRS LIMITED ("<u>EAL</u>") in relation to www.myridinglife.com.

EAL respects your privacy and is committed to protecting your personal data. This privacy notice will inform you as to how we look after your personal data when you visit our website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

Please use the Glossary to understand the meaning of some of the terms used in this privacy notice.

# 1. <u>Important information and who we are</u>

## Purpose of this privacy notice

This privacy notice aims to give you information on how EAL collects and processes your personal data through your use of this website, including any data you may provide through this website when you book an entry to an event.

It is important that you read this privacy notice together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy notice supplements the other notices and is not intended to override them.

#### Controller

EAL is the controller and responsible for your personal data (collectively referred to as EAL, "we", "us" or "our" in this privacy policy).

We have appointed a data privacy manager who is responsible for overseeing questions in relation to this privacy notice. If you have any questions about this privacy notice, including any requests to exercise *your legal rights*, please contact the data privacy manager using the details set out below.

#### **Contact details**

Our full details are:

Full name of legal entity: Equine Affairs Limited Name or title of data privacy manager: Victoria Lewis:

Email address: vlewis@affairsgroup.co.uk

Postal address: 29 Denton Drive, Marston Moretaine, Bedfordshire, MK43 0NA

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (*www.ico.org.uk*). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

# Changes to the privacy notice and your duty to inform us of changes

This version was last updated on Oct 2020.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if

your personal data changes during your relationship with us.

## Third-party links

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

#### Children

We are aware that children need particular protection when their personal data is being collected and processed because they may be less aware of the risks involved.

If you are under the age of 18 and wish to use our site to enter an event, you must obtain permission from a parent/guardian and you must use our site under their supervision. You are able to register a user account in your own name, but you will need a parent/guardian to pay for you if you want to enter any events.

The data that is collected about child users is limited to the information required by Event Organisers to enable the child to enter an event, i.e. your full name, the county in which you live, your date of birth, your nationality, any applicable rider registration numbers, and information about your horse.

# 2. The data we collect about you

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- **Identity Data** includes first name, last name, username or similar identifier, title, date of birth and gender.
- Contact Data includes billing address, email address and telephone numbers.
- **Transaction Data** includes references for payments made to enter events.
- Technical Data includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.
- **Profile Data** includes your username and password, information about your horse(s), information about events you have entered (the events, the results of those events, any commentators notes about events you have entered (which might refer to you), comments from you about events you have entered), information about vehicles you might use to attend events, information about the owner of your horse(s) (you must have the permission of the owner to share this information with us), User Society Registration data, your preferences, feedback and survey responses.
- **Usage Data** includes information about how you use our website and services.
- Marketing and Communications Data includes your preferences in receiving marketing from us and our third parties and your communication preferences.

We also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does **not** directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy notice.

We do not collect any **Special Categories of Personal Data** about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

#### If you fail to provide personal data

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with services). In this case, we may have to cancel a service you have with us but we will notify you if this is the case at the time.

# 3. How is your personal data collected?

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us your Identity, and Contact Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
  - create an account on our website;
  - enter a third party event through our website;
  - request marketing to be sent to you;
  - enter a competition, promotion or survey; or
  - give us some feedback.
- Automated technologies or interactions. As you interact with our website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies. Please see our Cookie Policy for further details.
- Third parties or publicly available sources. We may receive personal data about you from various third parties as set out below:
  - Technical Data from analytics provides such as Google based outside the EU;
  - Contact and Transaction Data from providers of technical, payment and delivery services.

- Identity and Contact Data from publicly availably sources such as Companies House and the Electoral Register based inside the EU.
- Profile Data from Event Organisers;

## 4. How we use your personal data

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

See the Glossary at Clause 10 to find out more about the types of lawful basis that we will rely on to process your personal data.

Generally, we do not rely on consent as a legal basis for processing your personal data other than in relation to child users (see above) and sending third party direct marketing communications to you via email or text message.

You have the right to withdraw consent to marketing at any time by *contacting us* at myentries@myridinglife.com.

You also have the right to withdraw consent from us sharing your personal data with particular Event Organisers either by *contacting us* at myentries@myridinglife.com, or through your MRL user account via My Interests Page.

## Purposes for which we will use your personal data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please *contact us* support@affairsgroup.co.uk if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a new user	(a) Identity (b) Contact	Necessary for our legitimate interests (to operate our website and enable you to use it)
To enable you to use the functions of our website	(a) Identity (b) Contact (c) Profile	Necessary for our legitimate interests (to operate our website and enable you to use it)

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
	(d) Usage	
To enable you to enter events, clinics, buy tickets from event organisers, view your Times, Results and Track your Performance via information uploaded by Event Organisers.	(a) Identity (b) Contact (c) Profile	Necessary for our legitimate interests (to operate our website and enable you to use it)
To manage our relationship with you which will include:	(a) Identity (b) Contact (c) Profile	(a) Necessary to comply with a legal obligation
<ul><li>(a) Notifying you about changes to our terms or privacy policy</li><li>(b) Asking you to leave a review or take a survey</li></ul>	(d) Marketing and Communications	(b) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To enable you to partake in a prize draw, competition or complete a survey	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications	<ul><li>(a) Performance of a contract with you</li><li>(b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)</li></ul>
To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact (c) Technical	<ul> <li>(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise)</li> <li>(b) Necessary to comply with a legal obligation</li> </ul>
To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	<ul> <li>(a) Identity</li> <li>(b) Contact</li> <li>(c) Profile</li> <li>(d) Usage</li> <li>(e) Marketing and Communications</li> <li>(f) Technical</li> </ul>	Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)

Purpose/Activity	Type of data	Lawful basis including basi interest		
To make suggestions and recommendations to you about goods or services that may be of interest to you	· /	Necessary for interests (to products/services business)	dev	<u> </u>

#### Marketing

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising.

#### Promotional offers from us

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have requested information from us or if you provided us with your details when you entered a competition or registered for a promotion and, in each case, you have not opted out of receiving that marketing.

#### Third-party marketing

We will get your express opt-in consent before we share your personal data with any outside third party company for marketing purposes.

#### **Opting out**

You can ask us or third parties to stop sending you marketing messages at any time by logging into the website and checking or unchecking relevant boxes to adjust your marketing preferences or by following the opt-out links on any marketing message sent to you or] by *contacting us* support@affairsgroup.co.uk at any time.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of service experience or other transactions.

#### **Cookies**

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. For more information about the cookies we use, please see our Cookie Policy.

# Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please *contact us* support@affairsgroup.co.uk.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with

the above rules, where this is required or permitted by law.

## 5. Disclosures of your personal data

We may have to share your personal data with the parties set out below for the purposes set out in the table in paragraph 4 above.

- External Third Parties as set out in the [Glossary].
- Specific third parties such as Event Organisers, see [Glossary]
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law.

We do not allow our External Third Party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

#### 6. International transfers

Some of our external third parties are based outside the European Economic Area (**EEA**) so their processing of your personal data will involve a transfer of data outside the EEA.

Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission. For further details, see *European Commission: Adequacy of the protection of personal data in non-EU countries*.
- Where we use certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe. For further details, see *European Commission: Model contracts for the transfer of personal data to third countries*.
- Where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between the Europe and the US. For further details, see *European Commission: EU-US Privacy Shield*.

Please *contact us* support@affairsgroup.co.uk if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

## 7. Data security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your

personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

## 8. Data retention

# How long will you use my personal data for?

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

Details of retention periods for different aspects of your personal data are available in our retention policy which you can request from us by *contacting us*.

We will retain your Contact, Identity, Profile, and Transaction Data for at least as long as an Event Organiser for an event that you have entered, has an active licence to use our services. This is because, by law, they will have to keep basic information about you (including Contact, Identity, Financial and Transaction Data) for a period of time (usually) six years after you have ceased being a customer of theirs. Therefore if you make a request to have your personal data deleted, we may refer you to the Event Organiser in question.

In some circumstances you can ask us to delete your data: see [Request erasure] below for further information.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

## 9. Your legal rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data. If you wish to exercise any of the rights set out above, please *contact us* support@affairsgroup.co.uk. Please see below to find out more about these rights:

#### No fee usually required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

# What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

## Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

## 10. Glossary

#### LAWFUL BASIS

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by *contacting us* on support@affairsgroup.co.uk

**Comply with a legal or regulatory obligation** means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

#### THIRD PARTIES

#### **External Third Parties**

- Service providers acting as processors based within the EU or Belarus who provide IT and system administration services.
- Professional advisers acting as processors or joint controllers including lawyers, bankers, auditors
  and insurers based within the EU or Belarus who provide consultancy, banking, legal, insurance and
  accounting services.
- HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances.

#### **Event Organisers**

An Event Organiser is anyone that runs an event which can be entered via www.myridinglife.com, (or MRL Software linked to via 3<sup>rd</sup> Party websites e.g iframes instead of directly from www.myridinglife.com) and includes:

- individuals i.e. trainers; or
- companies i.e. equestrian centres; or
- independent secretaries running events; or
- pony clubs or horse-riding clubs or associations like the British Horse Society.

# YOUR LEGAL RIGHTS

You have the right to:

**Request access** to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

Request correction of the personal data that we hold about you. This enables you to have any incomplete or

inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

**Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

**Request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

## <u>Schedule 2 –</u> Acceptable Use Policy

## MY RIDING LIFE ACCEPTABLE USE POLICY

## Introduction

Welcome to the acceptable use policy of EQUINE AFFAIRS LIMITED ("<u>EAL</u>") in relation to www.myridinglife.com.

We amend this policy terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

## **Prohibited uses**

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see below).
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

#### You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our website Terms & Conditions.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

## **Content standards**

These content standards apply to any and all material which you contribute to our site ("Contribution"), and to any interactive services associated with it.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

We will determine, in our sole discretion, whether a Contribution breaches the Content Standards.

#### A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

#### A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from us, if this is not the case.

- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that
  members of the public to whom the statement is, or is to be, published are likely to understand as a
  direct or indirect encouragement or other inducement to the commission, preparation or instigation of
  acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

## **Breach of this policy**

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of our website Terms & Conditions upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

# Schedule 3 – Cookie Policy

## **MY RIDING LIFE COOKIE POLICY**

Information about our use of cookies

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

We use the following cookies:

- Strictly necessary cookies. These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, or use a shopping cart.
- Analytical/performance cookies. They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
- Functionality cookies. These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- Targeting cookies. These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

You can find more information about the individual cookies we use and the purposes for which we use them in the table below:

Cookie	Name	Purpose	More information
Analytics	_ga , _gat, _gid	Statistic cookies help us to understand how visitors interact with websites by collecting and reporting information anonymously	Data is sent to: United States. Google Analytics and Pingdom is used. Expiry as determined by Google Analytics.
JSESSIONID	JSESSIONID	Preserves users states across page requests storing information about your preferences, and so allow us	Provider is nr-data.net. <b>Data</b> is sent to: United Kingdom. Expiry = Session.

		to customise our site and to provide you with offers that are targeted at your individual interests. Speed up your searches and performance for users.	
ASP.NET_SessionId	ASP.NET_SessionId	Preserves the visitor's session state across page requests to store information about your preferences, and so allow us to customise our site and to provide you with offers that are targeted at your individual interests. Recognise you when you return to our site. Allow you to use our site in a way that makes your browsing experience more convenient, for example, by allowing you to store items in an electronic shopping basket between visits. If you register with us or complete our online forms, we will use cookies to remember your details during your current visit, and any future visits provided the cookie was not deleted in the interim.	Provider = myridinglife.com.  Data is sent to: United  Kingdom. Expiry = Session.
cfduid	cfduid	Used by the content network, Cloud flare, to identify trusted web traffic. Estimate our audience size and usage pattern	Provider = pingdom.net and Cloudflare. Expiry 1 year. <b>Data</b> is sent to: United States

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.

You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.