DATA PROTECTION POLICIES

A) ATSX Privacy Policy

1. Introduction

1.1 This International All Terrain Skate Cross Federation (hereinafter "ATSX", "we", "us", "our") Privacy Policy ("Policy") sets out how ATSX, whose registered offices are at Haus des Sportes, Stadtionstrasse 1, 6020 Innsbruck, Austria, collect and process information about you when you visit our website ("Website"). By continuing to use this Website, you consent to your information being processed in accordance with this Policy.

2. Personal information we collect and how we use it

- 2.1 **Information you give us.** You may give us information, including information that can identify you ("**personal information**"), when you use our Website, correspond with us, or enter into any of our competitions, promotions or surveys. Where we request information from you, we will collect the information set out in the relevant forms or pages. You may choose to provide additional information to us when you contact us or otherwise interact with us.
- 2.2 If you are a user of our Website, you may wish to create an Athletes Profile Account ("**Account**") with us. The information that you provide when setting up your Account may include your name, address, age, email address and telephone number. If you register to hold an Account with us, you will also have a unique password which enables you to access your Account.
- 2.3 If you purchase a ATSX race license via our Website, we will also collect your billing address and payment information. Please note that we will not be storing your payment information, this will be done via a third party payments company. If you subscribe to receive our newsletter, then you will provide us with your email address.
- 2.4 The personal information that you provide to us will be used for the purposes of enabling you to use our Website and making purchases via the Website, for administrative and troubleshooting purposes and in order to send you sport related materials. As explained in Section 2.8 below, we may also use this information for further purposes when combined with other data we collect about you.
- 2.5 **Information we collect automatically**. When you visit our Website, we may automatically collect the following information: your IP address, log-in information,

location information, browser type and version, browser plug-in types and versions, operating system and platform, information about your visit including the URL clickstream to, through and from our Website, products you viewed or searched for, download errors, length of visits to certain pages and page interaction. We collect information automatically through the use of various technologies, including through "cookies", and this is explained further below.

- 2.6 We use the information we collect automatically: (1) to administer our Website for internal operations including troubleshooting purposes; (2) to ensure that content from our Website is presented in the most effective manner for you and your devices; (3) as part of our effort to keep our Website safe and secure; (4) to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you; and (5) to make suggestions and recommendations to you and other users of our Website about goods or services that may interest you or them.
- 2.7 **Information we receive from other sources**. We may receive information about you if you use any of the other services we provide on this Website, or from other ATSX entities and affiliates. We are also working closely with third parties (including, for example, timing partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies) and may receive information about you from them (including information that is publicly available).
- 2.8 Where permitted by law, we may combine this information we receive from other sources, including from social media websites, with information you give to us and information we collect about you, including cookie information. We may use this information and the combined information for learning more about your preferences as our customer, for enhancing your user experience on our Website and for providing you with information, content and offerings tailored to your needs.

3. How we share and disclose your information

3.1 We may share your information with our <u>ATSX National Federations</u> for the purposes outlined in this Policy and with the third parties listed in this Policy. We may also share your information with third parties when: (1) it is necessary to involve a third party service provider in order to facilitate or extend our services; (2) explicitly requested by you (e.g. with social media networks); (3) required by a court order or any legal or regulatory requirement; (4) in connection with the sale or transfer of a business; (5) to enforce our Terms of Use; (6) to ensure the safety and security of our users, consumers and third parties; and (7) to protect our rights and property and the rights and property of our guests and third parties.

4. How to opt in or opt out of direct marketing

4.1 We, and selected third parties, may use the information you give us on our Website for direct marketing purposes to provide updates; newsletters; events; or other communications that we think may interest you. Where required by law, your prior consent will be obtained before sending direct marketing. In any event, we will offer you the option to unsubscribe in every communication sent.

5. Analysis and Advertising

- 5.1 We use third party tools, including Matomo (Piwik) Web Analytics Service. Matomo uses so-called "cookies" (these are text files that are stored on your computer). These cookies allow us to analyze website usage. For this purpose, the generated usage information (including your shortened IP address) is transmitted to our server and stored for usage analysis purposes, which serves the website optimization. Your IP address will be anonymised, so that you as a user remain completely anonymous for us. The information generated by the cookie about your use of this website will not be disclosed to third parties. You may refuse the use of cookies by selecting the appropriate settings on your browser, however, in that case you may not be able to use all the features of this website. If you do not agree with the storage and evaluation of this data from your visit, then you can object or deactivate this at any time with a click of the mouse. In this case, a so-called opt-out cookie is stored in your browser, with the result that Matomo does not collect any session data. Attention: By deleting cookies the opt-out cookie will be deleted. The setting must therefore be made again. Your visit to this website is currently covered by Matomo Web Analytics.
- 5.2 We use third party tools, including Facebook Custom Audience and related tools provided by Facebook to provide advertising to you on other websites (including social media networks such as Facebook). Facebook Custom Audience is a tool provided by Facebook which matches a ATSX customer/visitor with a Facebook user in order to provide advertising on the Facebook platform. For this purpose, we share your information with these third party providers (e.g. Facebook) and use cookies or similar technologies on our website to analyse the effectiveness of our advertising on other websites. For more information about the use of data by Facebook, please click on the following link: https://www.facebook.com/privacy/explanation. This website uses Google Maps for the display of map information. When using Google Maps, Google also collects, processes and uses data about the use of the Maps features by visitors to the Websites. For more information about Google's data processing, please refer to the Google Privacy Policy at https://policies.google.com/privacy. There you can also change your settings in the privacy center, so that you can manage and protect your data. You may withdraw

your consent at any time from the use of your data for these purposes, by contacting us by email on international@atsx.org

6. Cookies and other technologies

6.1 We collect information automatically through the use of "cookies". A cookie is a text file containing small amounts of information that a website can send to your browser, which may then be stored on your computer as a tag that distinguishes your computer but does not name you. Some of our Website pages use cookies to better serve you when you return to the Website. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies; however, if you do this, some of our Website may not work properly.

7. Links to other websites and social media

- 7.1 Where we provide links to other websites, we do so for information purposes only. The other websites are outside our control and are not covered by this Policy. If you access other websites using the links provided, the operators of these websites may collect information from you which will be used by them in accordance with their privacy policy, which may differ from ours.
- 7.2 On some pages of our Website, third parties that provide content, applications or plug-ins through our Website may track your use of content, applications and plug-ins or customize content, applications and plug-ins for you. For example, when you share an article using a social media sharing button on our Website (e.g., Facebook, Twitter, or Google Plus), the social network that has created the button will record that you have done this.

8. Data Retention

8.1 We will not retain your information for longer than is necessary for our business purposes or for legal requirements. However, please be advised that we may retain some information after you have closed your Account with us, for instance if doing so is necessary to meet our legal obligations, such as retaining the information for tax and accounting purposes.

9. Your Rights

9.1 If you wish to obtain a copy of personal information that we hold about you, please contact us at the address below. Before responding to your request, we may ask you to verify your identity and to provide further details about your request. We will endeavour

to respond within an appropriate timeframe and, in any event, within any timescales required by law.

- 9.2 If you have chosen to have an Account then you can access the personal information we hold about you via your Account to obtain a copy of it and to correct, amend, or delete information that is inaccurate. You can also close your Account at any time.
- 9.3 It is your responsibility to ensure that you submit true, accurate and complete information to your Account and keep it up to date. You may also update your personal information by contacting us, using the contact details provided below. Please make sure to include your name, username and post code in your initial correspondence; this helps us protect the details and preferences on your Account from unauthorised access.

10. Information Security

- 10.1 We apply appropriate security measures to protect your personal information that is under our control from unauthorised access, collection, use, disclosure, copying, modification or disposal. All information you provide to us is stored on secure servers.
- 10.2 Where you have a password, which enables you to access our Website, you are responsible for keeping this password secure and confidential.

11. Internet-based Transfers

11.1 Given that the Internet is a global environment, using the Internet to collect and process personal information necessarily involves the transmission of data on an international basis. While we generally store all of the personal information that we collect about you through our Website in your region (for example for European visitors, in the European Economic Area), it is possible that your personal information will be transmitted to parties outside your region (where data protection laws may be different). If such transfer happens, we ensure that it takes place in compliance with contractual or other measures to protect the information.

12. Use of this Website by Minors

12.1 If you are aged 16 or under, please get your parent's/guardian's permission before you provide information to us via our Website. Users without this consent are not allowed to provide us with information and, in the event that they do so, we will cease to process their information as soon as we find out.

13. Changes to the Policy

13.1 This Policy was last updated on 30.04.2018. A notice will be posted on our Website home page for 30 days whenever this Policy is changed in a material way. By continuing to use our Website you confirm your acceptance of the relevant changes.

14. Questions about this Policy

14.1 This Website is maintained by ATSX. If you have a question, concern or complaint about this Policy or our handling of your information, you can contact us by email on international@atsx.org

B) ATSX Terms of Service ("Terms")

Last updated: May 01, 2018

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using the www.atsx.org website (the "Service") operated by ATSX International All Terrain Skate Cross Federation ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

It is obligatory to create an account in case of you want to apply for a ATSX licence.

ATSX Licence

There are two types of ATSX licences. The ATSX licence enables you to the following:

- 1. Season Licence: Holding the Season Licence enables you to participate in the races for the respective season.
- 2. Event Licence: Holding the Event Licence enables you to participate in the races for the respective event.

Details of the rules and regulations are outlined in the Rules and Regulations sections of this website (http://atsx.org/rules)

Only after opening your account and after ATSX received the full amount of the the respective licence fee via PayPal you are the official holder of the respective licence outlined above (either Seasons or Event licence). For clarification, ATSX is not the event organizer, but the sporting federation which overviews rules and participation. Event organizers might have further participation conditions (such as personal disclaimers) in order to participate the respective event.

Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by ATSX International All Terrain Skate Cross Federation .

ATSX International All Terrain Skate Cross Federation has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that ATSX International All Terrain Skate Cross Federation shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Austria, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Contact Us

If you have any questions about these Terms, please contact us. international@atsx.org