

## **TERMS & CONDITIONS ("the Agreement")**

The mauritiusturfclub.com - TERMS & CONDITIONS OF USE. BY USING ANY OF THE SERVICES OFFERED ON THIS WEB SITE YOU AGREE THAT YOU HAVE READ AND ACCEPTED THESE TERMS AND CONDITIONS AND THAT THEY SHALL APPLY TO YOUR USE.

IF YOU DO NOT WISH TO BE BOUND BY THEM, PLEASE LEAVE THIS WEB SITE.

### **WHO WE ARE**

mauritiusturfclub.com (the "Web Site") is owned and operated by The Mauritius Turf Club (MTC), the sole organizer of horse-racing in Mauritius, situated at the Champ de Mars, Port-Louis, Mauritius.

### **CONDITIONS OF USE**

This Web Site and its services are offered for your personal and non-commercial use only. Commercial use of this Web Site is strictly prohibited.

By using the Web Site, you unconditionally agree to be bound by these terms and conditions.

As a condition of your use of this Web Site and its Services, you agree that you will not:

- (a) remove, change or obscure any product identification or notices of proprietary rights or any restriction on or in the Supplies and/or the Web Site;
- (b) remove any copyright, trade mark or other intellectual property right notices contained in material on the Web Site or Supplies;
- (c) make copies, modify, reproduce, republish, post, transmit, distribute or alter all or any part of the Web Site or any materials contained on it.

You must not use the Web Site or the Supplies for any unlawful purposes, nor should you in particular:

- (a) upload files that contain software or other materials in breach of any intellectual property rights or in breach of confidence;
- (b) hack into any web site, deliver viruses or forward chain letters, surveys, contests, pyramid schemes or engage in any other behaviour likely to inhibit any other user from using and enjoying the Web Site or the Services or that is otherwise likely to damage or destroy the reputation of the Web Site or The Mauritius Turf Club;
- (f) advertise or offer to sell goods or services;

### **AVAILABILITY AND SECURITY OF THE WEB SITE**

Due to the nature of the Internet, The MTC does not promise full and error free operation of the Site at all times.

The MTC shall use reasonable endeavours to ensure that the Site, and any information it holds are kept secure. However, due to the nature of the Internet, The

MTC cannot accept any liability for those who intentionally attempt to and/or gain unauthorised access to the same by means such as, without limitation, computer.

## **REGISTRATION**

Where you are asked to complete an MTC registration form the personal details that you provided by you must be true, accurate and complete.

## **USERNAMES AND PASSWORDS**

Following your registration, The Mauritius Turf Club will deliver to you your username and password. Delivery may be by any reasonable means (including electronic or postal delivery). In this connection, you must:

(1) Keep your user name and password confidential at all times. Any breach of these terms and conditions by anyone to whom you disclose your password will be treated as if the breach had been committed by you, and will not relieve you of your obligations under these terms and conditions.

(2) Take appropriate security measures to prevent unauthorised disclosure of your user name and password.

(3) Notify The MTC immediately if your password becomes known to any unauthorised user.

(4) Notify The MTC of any changes to your registration details.

## **PAYMENT**

Access to some parts of the Web Site is currently made available by payment only.

You agree to pay any applicable fees at the rates in effect when the charges are incurred and for this purpose are requested to deposit with The Mauritius Turf Club, prior to your use of such services, the minimum sum specified by The MTC

The MTC will try to process your payment promptly but does not guarantee that the Interactive Services will be available to you by any specified time. A contract with you for receipt of the Interactive Services will come into effect when The MTC sends you an email confirming your payment details.

There is no specific time limit applying to your use of the Web Site on these terms and conditions. However, The MTC reserves the right to suspend or terminate your access to the Web Site if you breach these terms and conditions, with or without notice and without further obligation to you.

The Mauritius Turf Club will charge you in Mauritian Rupees.

## **CANCELLATION**

You may cancel your account at any time, without affecting the continuance of this agreement between The Mauritius Turf Club and you in relation to use of this Web Site. Notification of cancellation must be either in writing and sent to the address stated above or emailed to us at [support@mauritiusturfclub.com](mailto:support@mauritiusturfclub.com)

**TERMINATION**

The Mauritius Turf Club may permanently terminate your access to the Interactive Services offered on the Web Site immediately for any reason.

**VARIATION OF TERMS**

The Mauritius Turf Club reserves the right to vary this Agreement from time to time. Such changes shall either be notified to you by e-mail or posted on the home pages of the Web Site. Changes in this manner shall be deemed to have been accepted if you continue to use the Web Site from the date of transmission of the e-mail or of posting on the home pages of the Site, whichever occurs later.

**CONTACT**

You may contact The Mauritius Turf Club about any problems or questions with this Web Site at: [support@mauritiusturfclub.com](mailto:support@mauritiusturfclub.com)