



Terms and Conditions

Please read these Terms and Conditions of Use carefully before using the Bingo Friends App. Access to and use of Bingo Friends and content provided within the Bingo Friends App, including but not limited to any graphics, code, text, software, design, information, names, images, pictures, logos and icons (“the Content”), is subject to these Terms and Conditions. By using Bingo Friends, you indicate your agreement to be bound by these Terms and Conditions.

Ownership and Operation

Bingo Friends is owned by The Bingo Association. References to Bingo Friends, “we”, “our” and “us” means:

The Bingo Association

Lexham House

75 High Street North

Dunstable LU6 1JF

1. Acceptance of Terms and Conditions

By creating a Bingo Friends account or by using any Bingo Friends service, whether through a mobile device, mobile application or computer (collectively the “Service”) you agree to be bound by these Terms and Conditions.

We make changes to these Terms and Conditions and to the Service from time to time. We may do this for a variety of reasons including to reflect changes in or requirements of the law, new features, or changes in business practices. The most recent version of these Terms and Conditions will be posted in the Service under Terms and Conditions and you should regularly check for the most recent version. The most recent version is the version that applies. If the changes include material changes that affect your rights or obligations, we will notify you in advance of the changes by reasonable means, which could include notification through the Service or via email. If you continue to use the Service after the changes become effective, then you agree to abide by the Terms and Conditions.

2. Your Account

You must be at least 18 years of age to create an account on Bingo Friends and use the Service. By creating an account and using the Service, you represent and warrant that:

- You can form a binding contract with Bingo Friends,
- You are not a person who is banned from using the service under the laws of England and Wales, Scotland, or any other applicable jurisdiction,



- You will comply with the Terms and Conditions and all applicable local, national, international laws, regulations and rules, and
- You have never been convicted of a sex crime or any crime involving violence, and that you are not required to register as a sex offender or on any sex offender registry.

In order to use Bingo Friends, you must register and sign in using the Service. Therefore, you authorise us to access and use certain account information, including but not limited to your public profile and information you use about Bingo Friends you share in common with other Service users.

You are responsible for maintaining the confidentiality of your login credentials you use to sign up for and into Bingo Friends and the Service and that you are solely responsible for all activities that occur under these credentials. If you think someone has gained access to your account, please immediately contact us by emailing info@nationalbingo.co.uk.

3. Your Conduct

You warrant that in your use of Bingo Friends and the Service you shall:

- Use the Service only for lawful purposes and in a manner which does not infringe the rights of, or restrict or inhibit the use of the Service by any third party; and
- Not engage in any conduct which is unlawful, or which may harass or cause distress or inconvenience to any person.

4. Disclaimer and Limitation of Liability

Bingo Friends provides the Service on an “as is” and “as available” basis and to the extent permitted by applicable law, grants no warranties of any kind, whether express, implied, statutory or otherwise with respect to the Service (including all content contained therein), including, without limitation, any implied warranties of satisfactory quality, or fitness for a particular purpose of non-infringement. Bingo Friends does not represent or warrant that:

- The service will be uninterrupted, secure or error free,
- Any defects or errors in the Service will be corrected, or
- That any content or information you obtain on or through the Service will be accurate.

Bingo Friends takes no responsibility for any content that you or any other user or third party posts (including the use of Hyperlinks), sends or receives through the Service. Any material downloaded or otherwise obtained through the use of the Service is accessed at your own discretion and risk.

Bingo Friends disclaim and takes no responsibility for any conduct of you or any other user, on or off the Service.

You should consult an appropriately qualified advisor for advice on any specific question or problem.

Without affecting the above statements, and except as expressly stated in these Terms and Conditions, we disclaim, as far as the law allows, all warranties and representations, express or implied, in respect of



any of the Service, including but not limited to warranties of satisfactory quality, fitness for a particular purpose, non-infringement of third party rights or any law, compatibility, security and accuracy.

Nothing in these Terms and Conditions shall exclude or limit:

- Our liability for death or injury caused by our negligence: or
- Any liability that cannot be excluded or limited by law

5. Downtime, Modifying the Service and Termination

You acknowledge and accept that computer and telecommunication systems may contain faults, including viruses, and may from time to time require periods of downtime (being periods where the Service is not available to you) for the purposes of repair, maintenance and upgrading.

Accordingly, we do not guarantee uninterrupted availability of the Service, but we shall make reasonable efforts to minimise periods during which the Service is unavailable. You accept that you shall have no claim for breach of contract or otherwise in respect of any such period of unavailability.

Bingo Friends is always trying to improve the Service and bring you additional functionality and/ or content that you will find engaging and useful. This means we may add new features, content or enhancements from time to time as well as remove some features and/ or content, and if these actions do not materially affect your rights or obligations, we may not provide you with notice before taking them.

6. Safety; Your interactions with other Users

Though Bingo Friends strives to encourage a respectful user experience through features such as Find a Bingo Friend, Find a Club, Messaging and club contact, we do so for personal interactions with a double opt-in provision that only allows users to communicate if they have both indicated and confirmed an interest to do so and Bingo Friends is not responsible for the conduct of any user on or off the Service. Opt-in between users can be reversed and cancelled by either user and may be reversed or cancelled for individual users for operational or safeguarding reasons. . You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Service or meet in person. We recommend that meetings should occur and commence within the premises listed in Find a Club and for this to continue until both users decide otherwise, or upon which one user decides to no longer meet. You agree that you will not provide any personal information not supplied via the Service which has been provided by you (including credit card or bank information) or to either request or lend money to other users.

You are responsible for your interactions with other users. You understand that Bingo Friends does not conduct criminal background checks on its users or otherwise inquire into the background of its users. Bingo Friends makes no representation or warranties as to the conduct of users. Bingo Friends reserves the right to conduct, and you agree that Bingo Friends may conduct, any background check or other screenings at any time using available public records.

Bingo Friends supplies information on local clubs to your area or the area in which you plan to visit. We recommend that when users meet, they meet within the agreed club, such as in the foyer, until such



point that both users are satisfied to the degree at which both users are happy to meet in another pre-arranged location or section of the club. Bingo Friends provides some detail on each club listed, but users should contact a specific club for accuracy of any information, such as opening times, facilities, pricing and promotions. In attending the club, the user understands that they do so in accordance with the clubs Rules and in accordance with any governing laws.

7. Hyperlinks

Bingo Friends and the Service at points incorporates links to listed bingo clubs and other community services and websites of third parties. Such links are provided for convenience only and their provision does not constitute an authorisation by us to you to access such third party websites, not an endorsement of the content of such third party websites by us.

You acknowledge and accept that we shall not be responsible for any incorrect information supplied, nor be responsible for any damages, loss, costs or expenses arising from the use of such third party websites, or products or services available through such third party websites.

8. Termination

Bingo Friends may suspend or terminate your account at any time without notice for operational or safeguarding reasons, if it believes that you have violated the Terms and Conditions. After the account is terminated, this agreement under the Terms and Conditions will terminate but without affecting any rights or mitigations that existed up to the date of termination.

9. Rights Bingo Friends Grants You

Bingo Friends grants you a personal, worldwide, royalty free, non-assignable, non-exclusive, revocable and non sub-licenceable licence to access and use the Service. The licence is for the sole purpose of letting you use and enjoy the Service benefits as intended by Bingo Friends and permitted by these Terms and Conditions. Therefore, you agree not to:

- Express or imply that any statements you make are endorsed by Bingo Friends
- Use any robot, bot, crawler, scraper, site search/ retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, data mine or in any other way reproduce or circumvent the navigational structure or presentation of the Service or its contents.
- Use the Service in any way that could interfere with, disrupt or negatively affect the Service or the servers or networks connected to the Service
- Upload viruses or other malicious code or otherwise compromise the security of the Service
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Service
- Frame or mirror any part of the Service without Bingo Friends prior written authorisation to do so.



- Modify, adapt, sub-licence, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service, or cause others to do so.
- Use or develop any third party applications that interact with the Service or other users' content or information without our written consent.
- Use, access or publish the Bingo Friends application programming interface without our written consent.
- Probe, scan or test the vulnerability of our Service or any system or network.
- Encourage or promote any activity that violates these Terms and Conditions.

Bingo Friends may investigate and take any available legal action in response to illegal and/ or unauthorised uses of the Service, including suspension or termination of your account.

Any software that we provide you may automatically download and install upgrades, updates, or other new features.

10. Rights You Grant Bingo Friends

You acknowledge and agree that Bingo Friends licence to your content shall be non-exclusive, except that Bingo Friends licence shall be exclusive with respect to derivative works created through use of the Service. Bingo Friends have an exclusive licence to screenshots of the Service that include your content. In addition, so that Bingo Friends can prevent the use of your content outside of the Service, you authorise Bingo Friends to act on your behalf with respect to infringing uses of your content taken from the Service by other users or third parties. This expressly includes the authority, but not the obligation, to pursue measures in your name or on your behalf if your content is taken and used by third parties outside of the Service. Our licence to your content is subject to your rights under applicable law (for example laws regarding personal data protection) and is for the limited purposes of operating, developing, providing and improving the Service and researching and developing new ones. You agree that information and/ or content you place or that you authorise us to place on the Service may be viewed by other users and may be viewed by any person visiting or participating in the Service (such as individuals who may receive shared content from other Service users).

You agree that all information that you submit upon creation of your account is accurate and truthful and you have the right to post the content on the Service and grant the licence to Bingo Friends above.

You understand and agree that we may monitor or review any content you post as part of the Service. We may delete any content, in whole or in part, that in our sole judgement violates these Terms and Conditions or may harm the reputation of the Bingo Friends Service.

11. Community Rules

By using the Service, you agree that you will not:

- Use the Service for any purpose that is illegal or prohibited by the Terms and Conditions.
- Use the Service for any harmful purpose.
- Use the Service in order to damage Bingo Friends
- Violate our Terms and Conditions, as updated from time to time.



- Spam, solicit money or defraud any users.
- Impersonate any person or entity or post any images of another person without his or her permission.
- Bully, stalk, intimidate, assault, harass, mistreat or defame any person.
- Post any content that infringes anyone's rights, including rights of privacy, copyright, trademark or other intellectual property or contract right.
- Post any content that is hate speech, threatening, sexually explicit or pornographic, incites violence, or contains nudity or graphic or gratuitous violence.
- Post any content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual.
- Solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from others users or disseminate another person's personal information without his or her permission.
- Use another users account, share an account with another user, or maintain more than one account.
- Create another account if we have already suspended or terminated your account, unless you have our permission.
- Promote or endorse any third party goods or services using the Service.

12. How do we use your personal data?

If you request information from us or contact us with a comment or question, we will use your personal data to respond to your request, comment or question.

If you have provided us with your contact details in connection with the Service, we will only use those contact details for the purposes of distributing messages to you relevant to the Service. You may amend these contact details by updating your details in the "About Me" section of the Service.

If you have any request or question concerning your personal information, see the "Contact Us" section within the Service.

13. General

You acknowledge that you are not relying on any statement made by us or any third party about use of the Service (other than those expressly set out in these terms and Conditions).

If any of these Terms and Conditions becomes void or unenforceable in whole or in part, the validity of the remainder of these Terms and Conditions shall not be affected.

The rights of you and us under these Terms and Conditions may be exercised as often as necessary. They are cumulative and not exclusive of either party's rights under the general law, and may be waived only in writing. Delay in exercising or non-exercise of any right is not a waiver of that right.

Please see the "Contact Us" section within the Service if you wish to comment on, or have any questions regarding any information within the Service.



14. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising from these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

15. Indemnity by You

You agree, to the extent permitted under applicable law, to indemnify, defend and hold harmless Bingo Friends, our affiliates, and their and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities and expenses, including use of products and services we offer through third parties on the Service, and the entire agreement between you and Bingo Friends within these Terms and Conditions, regarding your relationship with Bingo Friends and use of the Service.

You agree that your Bingo Friends account is non-transferrable and all of your rights to your account and content terminate upon your death. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of these Terms and Conditions and you may not make any representations on behalf of or bind Bingo Friends in any manner.

Last revised on 4th February 2020