

1. Agreement to terms of service

Gaming Scotland provides its service to its users, subject to the following Terms of Service ("TOS"), which may be updated by Gaming Scotland on occasion without notice to you.

The TOS is available for viewing on-line and written copies are available at our events on request. Notice of changes to the TOS or other matters may be made by displaying such notices at our events or by providing such notices to you generally.

In addition, when using a particular Gaming Scotland services, you agree to abide by the Gaming Scotland Website, Forums and IRC Rules, the Trade Forum Rules, the Signature and Avatar Rules and the Gaming Scotland Event rules. All such guides and rules are hereby incorporated by reference into the TOS. Where any inconsistency exists between the TOS and any guide or rule, the TOS will prevail.

2. Description of Service

Gaming Scotland provides users with access to a local area network ("LAN") of computers for the specific purpose of providing an infrastructure by which its users ("the Gamers") can play computer games against each other either in competition or for pleasure ("the Service").

In addition to the Service, Gaming Scotland may allow the Gamers to use computers and other network hardware which are provided by Gaming Scotland either on its own or in conjunction with other affiliates e.g. its event sponsors ("the Servers") at its events. Unless explicitly stated otherwise, any additional features that augment or enhance the Service, including access to network hardware or software, shall be subject to the TOS.

You may, subject to the TOS, connect your own computer or computers to the LAN.

You acknowledge and agree that the Service is provided "AS IS" and that Gaming Scotland assumes no responsibility for the timeliness of, interruption to, deletion of, misdelivery or failure to facilitate access to the LAN.

3. Your registration obligations

In consideration of your use of the Service, you agree to provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data"). If you provide any information that is untrue, inaccurate, not current or incomplete or Gaming Scotland has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Gaming Scotland has the right to suspend, terminate or refuse any and all current or future use of the Service (or any portion thereof) by you.

You will receive an account designation upon completing the Service's registration process.

4. Privacy Policy

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, please see our full privacy policy visit [here](#).

5. Your Conduct

You are fully responsible for all your activities whilst using the Service.

You agree to notify Gaming Scotland immediately of any unauthorised use of the LAN. Gaming Scotland cannot and will not be liable for any loss or damage arising from your failure to comply with the provisions contained in this section.

You acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages and other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Gaming Scotland are entirely responsible for all Content that you upload, post, e-mail or otherwise transmit via the Service.

Gaming Scotland does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You acknowledge that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Gaming Scotland be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind

incurred as a result of the use of any Content posted, e-mail or otherwise transmitted via the Service.

You agree to not use the Service to:

- upload, post, e-mail or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- harm children in any way;
- impersonate any person or entity, including, but not limited to, a Gaming Scotland official, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- upload, post, e-mail or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);
- upload, post, e-mail or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- upload, post, e-mail or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation;
- upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- interfere with or disrupt the Service, the Servers or any other hardware connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- "stalk" or otherwise harass another; or
- collect or store personal data about other users.
- carry out any unlawful act, not otherwise specifically referred to.

6. Management of Content

You acknowledge that Gaming Scotland does not pre-screen Content, but that Gaming Scotland and its servants or agents shall have the right (but not the obligation) in their sole discretion to move or delete any Content that is available via the Service. Without limiting the foregoing, Gaming Scotland and its servants or agents shall have the right to remove any Content that violates the TOS or is otherwise objectionable.

You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Gaming Scotland or available via the Service.

You acknowledge and agree that Gaming Scotland may preserve Content and may also disclose Content: (a) for the purpose of providing the Service to the Gamers and so as to ensure compliance with the standard operating procedures of Gaming Scotland or its affiliated companies, and/or (b) if required to do so by law or in the good faith belief that any such preservation or disclosure is reasonably necessary to: (c) comply with legal process; (d) enforce the TOS; (e) respond to claims that any Content violates the rights of third-parties; or (f) protect the rights, property, or personal safety of Gaming Scotland its users and the public.

You grant Gaming Scotland permission to run manual and/or automatic systems, at its absolute discretion, to determine compliance with and to enforce the TOS and accept that this limited access to and monitoring of your computer is warranted and lawful.

You acknowledge that the technical processing and transmission of the Service, including your Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. Gaming Scotland reserves the right to terminate your access to some or all parts of its Service if you withdraw your consent in this paragraph at any time.

7. Intellectual Property Rights of Others

If you are aware that the intellectual property rights of others or your own intellectual property rights are being or have been infringed on the Service, you agree to immediately provide Gaming Scotland with:

- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located;
- your address, telephone number, and e-mail address;

8. Hyperlinks

The Service may provide, or third parties may provide, links to Internet sites or resources. Because Gaming Scotland has no control over such sites and resources, you acknowledge and agree that Gaming Scotland is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Gaming Scotland 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 site or resource.

9. Supervision of Children

Gaming Scotland is concerned about the well being and privacy of all its users, particularly children. For this reason, parents who wish to allow their children access to the Service should supervise their access to the Service at all times.

By allowing your child access to the Service, they will be able to access other computers on the LAN (including other Gamers' computers) and the Internet. Gaming Scotland has no control over the Content which may be accessed via other Gamers' computers or the Internet. Accordingly, as the legal guardian, it is your responsibility to determine whether use of the Service and/or the Servers is appropriate for your child.

10. Indemnity

You agree to indemnify and hold Gaming Scotland and its subsidiaries, affiliates, officers, agents, co-branders and other partners, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of Content you submit, post to or transmit through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

11. No Resale of Service

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

12. General Practices Regarding Use

You acknowledge that Gaming Scotland may establish general practices and limits concerning use of the Service, including without limitation the maximum number of times and the maximum duration for which you may access the Service in a given period of time.

You further acknowledge that Gaming Scotland reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

13. Modifications to Service

Gaming Scotland reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Gaming Scotland shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

14. Termination

You agree that Gaming Scotland in its sole discretion, may terminate your account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, if Gaming Scotland believes that you have violated or acted inconsistently with the letter or spirit of the TOS. Gaming Scotland may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that Gaming Scotland may immediately deactivate or delete your account and all related information and/or bar any further access to such files or the Service. Further, you agree that Gaming Scotland shall not be liable to you or any third-party for any termination of your access to the Service.

15. Dealing with Event Sponsors and Other Merchants

Gaming Scotland may enter into agreements with others ("Event Sponsors") to provide goods and/or services to the Gamers either in conjunction with or to augment the Service.

Your correspondence or business dealings with, or participation in promotions of Event Sponsors, (or other merchants contacted via the Service) including payment for and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the Event Sponsors (or other merchant).

To the fullest extent permitted by applicable law, you agree that: (a) Gaming Scotland shall not be responsible or liable for any loss or damage of any kind incurred as the result of any such dealings or as the result of the presence of such Event Sponsors and merchants on the Service, and (b) any orders placed by you on, and any product specifications and product availability appearing on, the Service are subject to confirmation by, and the terms and conditions of business of, the relevant Merchant.

16. Proprietary Rights

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in the Event Sponsors advertisements or information presented to you through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorised by Gaming Scotland or its advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

Gaming Scotland grants you a personal, non-transferable and non-exclusive right and licence to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. The foregoing is subject to applicable statute and other express law. You agree not to modify the Software in any manner or form, or to use modified versions of the Software.

17. Disclaimers

You expressly acknowledge and agree that:

- Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. To the maximum extent permitted by law Gaming Scotland disclaims all warranties, conditions and other terms of any kind, whether express or implied, including, but not limited to any implied term of merchantability, satisfactory quality, fitness for a particular purpose, and any term as to the provision of services to a standard of reasonable care and skill or as to non-infringement of any intellectual property right.
- Gaming Scotland makes no warranty or representation that (i) the service will meet your requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the software will be corrected.

- Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- No advice or information, whether oral or written, obtained by you from Gaming Scotland through or from the service shall create any warranty or other obligation not expressly stated in the TOS.

18. Limitation of Liability

You expressly acknowledge and agree that to the fullest extent permitted by applicable law Gaming Scotland shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Gaming Scotland has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorised access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service.

Nothing in these TOS shall affect the statutory rights of any consumer, exclude or restrict Gaming Scotland's liability arising from fraud or other criminal action or exclude or restrict any liability for death or personal injury arising from the negligence of Gaming Scotland.

19. General Information

These TOS (including the guides and rules referred to herein) constitute the entire agreement between you and Gaming Scotland and govern your use of the Service, superseding any prior agreements between you and Gaming Scotland. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The TOS and the relationship between you and Gaming Scotland shall be governed by the laws of Scotland. You and Gaming Scotland agree to submit to the exclusive jurisdiction of the Scottish courts. Any failure by Gaming Scotland to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

20. Violations

Please report any violations of the TOS to Gaming Scotland via post or e-mail at staff@gaming-scotland.com