

TERMS AND CONDITIONS

Terms and conditions of use

Welcome to the Honma Experience. These are our terms and conditions for use of the network, which you may access in several ways, including but not limited to the World Wide Web via honmagolf.com, digital television, PDA, mobile phone and RSS feeds. In these terms and conditions, when we say the "Honma Site" we mean the digital information network operated by or on behalf of Honma, regardless of how you access the network, via a Honma Site or a third party site. However you access the Honma Site, you agree to be bound by these terms and conditions. If you have accessed the Honma Site from the United States or Australia, you also agree to be bound by additional terms contained at the end of these terms and conditions.

1. Registration

You may access areas of the Honma Site that require registration by becoming a registered member and creating an account with us. You agree to be responsible for maintaining the confidentiality of your passwords or other account identifiers which you choose and all activities that occur under your account.

By registering on the Honma Site, you agree that:

- (i) your account and password are personal to you and may not be used by anyone else to access the Honma Site;
- (ii) you will not do anything which would assist anyone who is not a registered user to gain access to any registration area of the Honma Site; and
- (iii) you will not create registration accounts for the purpose of abusing the functionality of the site, or other users; nor will you seek to pass yourself off as another user.

You agree to notify us immediately if you become aware any unauthorised use of your password or account identifiers by others.

2. Termination of registration

If you no longer wish to have a registered account, you may terminate your account by contacting us. If you no longer accept these terms and conditions, or any future modification to these terms and conditions, you must cease using the Honma Site. Continued use of the Honma Site indicates your continued acceptance of these terms and conditions.

If, for any reason, we believe that you have not complied with these terms and conditions, we may, at our sole discretion, cancel your access to the registration areas of Honma Site immediately and without prior notice.

We may terminate your registered account, at our sole discretion, by emailing you at the address you have registered stating that the agreement has terminated.

3. Use of material appearing on the Honma Site

Your use of the Honma Site is for your own personal and non-commercial use only. You acknowledge that, as between Honma and you, except for user content and advertisements (as discussed below), Honma is the sole owner of all content on the Honma Site, including, without limitation, all applicable copyrights, patents, trademarks, trade secrets, trade names, logos, and other intellectual property rights thereto, as well as text, images, graphics, logos, audio, video and other material appearing on the Honma Site ("Honma Content"). The Honma Site and the Honma Content are protected by the copyright laws and other intellectual property laws of the Hong Kong, the United States and Australia and are protected globally by applicable international copyright treaties.

You may download and print extracts from the Honma Content for your own personal and non-commercial use only, provided you maintain and abide by any author attribution, copyright or trademark notice or restriction in any material that you download or print. You may not use any Honma Content for any other purpose without our prior written approval. Except as expressly authorised by the Honma, you are not allowed to create a database in electronic or paper form comprising all or part of the material appearing on the Honma Site.

If you wish to use our content other than as permitted by these terms and conditions, please contact us.

4. Disclaimer of liability

To the extent permitted at law, we do not accept any responsibility for any statement in the Honma Content. Nothing in the Honma Content is provided for any specific purpose or at the request of any particular person. For the avoidance of confusion, we will not be liable for any loss caused as a result of your doing, or not doing, anything as a result of viewing, reading or listening to the Honma Content or any part of it. You can access other sites via links from the Honma Site. These sites are not under our control and we are not responsible in any way for any of their contents.

We give no warranties of any kind concerning the Honma Site or the Honma Content. In particular, we do not warrant that the Honma Site or any of its contents is virus free. You must take your own precautions in this respect as we accept no responsibility for any infection by virus or other contamination or by anything which has destructive properties.

Although we will do our best to provide constant, uninterrupted access to the Honma Site, we do not guarantee this. We accept no responsibility or liability for any interruption or delay.

If you are accessing the Honma Site from the United States or Australia, the additional disclaimers and limitations of liability in Sections 14 and 15 and apply.

5. User content

Users of our site may be permitted to submit content for publication in various areas of the Honma Site. Interactions with our site are governed by our Community Standards and

Participation Guidelines accessible at theguardian.com/community-standards which are incorporated in these terms and conditions. You will be deemed to consent to these guidelines, and these terms and conditions, if you choose to post any content or comments to the Honma Site.

When you submit content to us, you agree and represent that you have created that content, or you have received permission from, or are authorised by, the owner of any part of the content to submit it to the Honma Site.

You or the owner of the content still own the copyright in the content sent to us, but by submitting content to us, you are granting us an unconditional, irrevocable, non-exclusive, royalty-free, fully transferable, perpetual worldwide licence to use, publish and/or transmit, and to authorise third-parties to use, publish and/or transmit your content in any format and on any platform, either now known or hereinafter invented.

You acknowledge and agree that when you post content on the Honma Site or view content provided by others, you are doing so at your own discretion and risk, including any reliance on the accuracy, completeness, of that content. You further acknowledge and agree that the views expressed by you and other users in that content do not necessarily reflect the views of Honma, and we do not support or endorse any user content. You acknowledge that we have no obligation to pre-screen, monitor, review, or edit any content posted by you and other users on the Honma Site.

We, or authorised third parties, reserve the right to cut, crop, edit or refuse to publish, your content at our or their sole discretion. We may remove your content from use at any time.

We accept no liability in respect of any content submitted by users and published by us or by authorised third parties.

You warrant that the content you submit to us is not obscene, threatening, harassing, libellous, deceptive, fraudulent, invasive of another's privacy, offensive, defamatory of any person or illegal. You warrant that the content you submit to us does not infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary or privacy right of any party or individual. You agree not to (i) post content which is deliberately intended to upset or harm other users; (ii) use the Honma Site to post or otherwise transmit content that victimises, harasses, degrades, or intimidates an individual or group of individuals on the basis of any impermissible classification, including, without limitation, religion, gender, sexual orientation, race, colour, creed, ethnicity, national origin, citizenship, age, marital status, military status or disability; (iii) post or otherwise transmit any content that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the Honma Site or any computer software or hardware or telecommunications equipment; (iv) upload or otherwise transmit any content, or take any other actions with respect to your use of the Honma Site, that would constitute, or would otherwise encourage, criminal conduct or give rise to civil liability; or (v) use the Honma Site for commercial purposes, including, without limitation, submitting any material to solicit funds or to promote, advertise or solicit the sale of any goods or services.

You understand that the technical processing and transmission of the Honma Site may involve (i) transmissions over various networks; and (ii) changes to content to conform and adapt to technical requirements of connecting networks or devices. Honma assumes no responsibility for the deletion or failure to store postings of content or other information submitted by you or other users to the Honma Site.

If you are under 16, you confirm that you have permission of your parent or guardian to submit content.

6. Data protection

This privacy policy explains how we collect, use, share and transfer your personal data when you use the services provided on honmagolf.com (“our sites”)

Personal data is any information about you by which you can be identified. This can include information such as:

- (i) your name, date of birth, email address, postal address, phone number, mobile number;
- (ii) information about your device (such as the IP address, which is a numerical code to identify your device that can provide information about the country, region or city where you are based); and
- (iii) information relating to your personal circumstances and how you use our sites, apps and services.

We collect personal data when you sign up for our services and when you browse our sites. Sometimes our sites and apps may contain links to third party sites and services. These sites and services have their own privacy policies. If you follow a link to a third party, you should read the privacy policy shown on their site.

The personal data we collect when you register for a Honma account

When you register for a Honma account on honmagolf.com we collect:

- (i) your name;
- (ii) your email address;
- (iii) Some limited data from your social media profile (further information on this is below) if you have signed in to honmagolf.com using your social media details
- (iv) other information you have provided

When you register for a Honma account, we assign you a unique ID number that we use to recognise you when you are signed in to our services. This will recognise you if you sign in using the same account on a new device or through a different application.

When you use our sites we may also use cookies or similar technology to collect extra data, including:

- (i) your IP address - a numerical code to identify your device and which can provide information about the country, region or city where you are based;
- (ii) your browsing history of the content you have visited on our sites, including information on how you were referred to our sites via another website; and

(iii) details of your devices, for example, the unique device ID, unique advertising ID and browsers used to access our content.

Using your social media details to sign into your Honma account

When you sign in to our sites or apps using your Facebook login details, you give permission to Facebook to share with us your email address and certain aspects of your Facebook profile if you have made these public on your Facebook profile. This only includes your first and last name, age range, link to your Facebook profile and profile picture. We do not have access to updates on your Facebook profile. If you use your Google login details, you give Google permission to share the information that you have made public in your Google profile. This only includes your first and last name, your email address and whether your email address has been validated, your age range, a link to your Google profile and, if you have one, your profile picture.

We will then use this information to form a profile for your Honma account. If you remove the Honma app from your Facebook settings, or if you remove the Honma from your Google settings, we will no longer have access to this data. However, we will still have the information that we received when you first set up your Honma account using your Facebook or Google login.

Posting comments on our sites

When you post information on a discussion board or comment publicly on an article on one of our sites, the information you post and your username are publicly accessible. This information can be viewed online and collected by other people. We are not responsible for the way these other people use this information. When contributing to a discussion, we strongly recommend you avoid sharing any personal details, and especially information that can be used to identify you directly such as your name, age, address and name of employer. We are not responsible for the privacy of any identifiable information that you post in our online community or other public pages of the site.

How we collect personal data

We collect personal data when you:

- (i) become a supporter or registering for an account on honmagolf.com;
- (ii) attend our events;
- (iii) enter our competitions and surveys;
- (iv) post in our online community;
- (v) sign up for marketing communications;
- (vi) use mobile devices to access our content;
- (vii) access our sites, through cookies and other similar technology; and
- (viii) when you contact us via email, social media, our apps or similar technologies or when you mention us on social media.

Why we use your personal data

We use personal data collected through our sites and apps for a number of purposes, including the following:

(i) to provide the services you sign up for, such as sending out subscriptions. We also use the personal data for related internal administrative purposes - such as our accounting and records - and to make you aware of any changes to our services.

(ii) to send marketing communications when we have your permission, or when permitted by law.

(iii) to personalise our services (for example, so you can sign in), remembering your settings, displaying personalised advertising as well as measuring how effective our online adverts are, recognising you when you sign in on different devices and tailoring our marketing communications based on what you read on our sites.

(iv) to carry out marketing analysis, for example we look at what you have viewed on our sites and apps and what products and services you have bought to better understand what your interests and preferences are, and to improve our marketing by making it more relevant to your interests and preferences. You can opt out from having your personal data used for marketing analysis by contacting us.

(v) to respond to your queries and to resolve complaints.

(vi) for security and fraud prevention, and to ensure that our sites are safe and secure and used in line with our terms of use.

(vii) to comply with applicable laws and regulations.

7. Changes to these terms and conditions of use

Please note that we may change these terms and conditions from time to time at our sole discretion and we reserve the right to do without your consent. Any revised terms and conditions will be applicable at the time of posting on the Honma Site. Please ensure that you review these terms and conditions regularly as you will be deemed to have accepted a variation if you continue to use the Honma Site after it has been posted.

8. Governing law & jurisdiction (except for US users)

These terms and conditions are governed by Hong Kong law and the parties agree to submit to the exclusive jurisdiction of the Hong Kong courts, provided that use of the Honma Site in the United States is governed by Section below entitled Governing law & jurisdiction (for US users)

9. Indemnification

You agree to defend, indemnify, and hold harmless Honma, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, and employees from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising out a breach by you or any user of your account of these terms and conditions or privacy policy or arising out of a breach of your obligations, representation and warranties under these terms and conditions.

10. No waiver

Our failure to insist upon or enforce any provision of these terms of service shall not be construed as a waiver of any provision or right of Honma.

11. Additional restrictions on user content for US users

In addition to section 5 the terms in Section above, you agree not to use the Honma Site to upload, post, e-mail, or otherwise transmit any content that you do not have a right to transmit under any law or regulation or under any contractual or fiduciary relationship (such as insider information, intellectual, proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements and to intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any rules, regulations, orders, directives and the like having the force of law).

12. DMCA notice for US users

If you are a US copyright owner or an agent of a US copyright owner and believe that any user content or other content on the Honma Site infringes upon your copyrights, you may submit a notification pursuant to Title 17, United States Code, Section 512(c)(3), the Digital Millennium Copyright Act (“DMCA”) by providing our designated copyright agent with the following information in writing:

- (i) identification of the copyrighted work or works claimed to have been infringed;
- (ii) identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material;
- (iii) your contact information including name a address, telephone number, and, if available, an email address;
- (iv) a statement that you have a good faith belief that use of the material in the manner complained of is not authorised by the owner of the work, its agent, or the law;
- (v) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorised to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- (vi) your physical or electronic signature;

13. Governing law & jurisdiction (for US users)

If you have accessed the Honma Site from the US, these terms and conditions are governed by the laws of the United States of America and the laws of the State of New York. You agree that exclusive jurisdiction for any claim or dispute with Honma or relating in any way to your use of the Honma Site resides in the courts of the County of New York, State of New York, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the County of New York, State of New York, in connection with any such dispute and including any claim involving Honma or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers. You agree that any cause of action or claim that you may have with respect to your use of the Honma Site must be commenced within one year after the act or omission giving rise to the claim or cause of action arose.

14. Additional disclaimers

Visitors to the Honma site agree that their use of the Honma Site is at their own sole risk. The Honma Site is provided “as is” and “as available,” without warranty of any kind, either express or implied including but not limited to: (i) any warranties concerning the availability, accuracy, appropriateness, reliability, timeliness, or usefulness of the content of the Honma Site; and (ii) any warranties of title, warranty of non-infringement, or warranties of merchantability or fitness for a particular purpose. Honma also makes no representations and warranties as to any linked sites and Honma has no liability or responsibility with respect to your use of such sites. In some instances, content made available on the Honma Site may represent the opinions and judgments of providers or users, such as user content. Honma and its affiliates do not endorse nor shall they be responsible or liable for the accuracy or reliability of any statement made on the Honma Site by anyone other than authorised Honma employees acting in such capacity.

This disclaimer of liability applies to any damages or injuries caused by the Honma Site, including, without limitation, those damages or injuries occurring as a result of: (i) any error, omission, deletion, or defect in the content available on the Honma Site; or (ii) any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of records, information or data, unauthorised access to, alteration of, or use of records, information or data, whether for breach of contract, tort, negligence, defamation, or any other cause of action. Honma does not warrant or guarantee that access to the Honma Site will be uninterrupted or error-free.

Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

15. Limitation of liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IN NO EVENT WILL HONMA OR ITS AFFILIATES, INCLUDING, WITHOUT LIMITATION, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT OR INDIRECT LOSS, DAMAGE, COST, EXPENSE OR LIABILITY OF ANY KIND (“LOSS”) ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE THE HONMA SITE, INCLUDING (WITHOUT LIMITATION): (i) DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF BUSINESS AND OTHER PROFITS, LOSS OF PROGRAMS, COST OF REPLACING EQUIPMENT OR SOFTWARE OR LOSS OF RECORDS, INFORMATION OR DATA, LOSS OF USE OF DATA, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF CUSTOMERS, LOSS OF OR DAMAGE TO REPUTATION, LOSS OF CAPITAL, DOWNTIME COSTS, LOSS UNDER OR IN RELATION TO ANY OTHER CONTRACT, OR LOSS OF ANTICIPATED SAVINGS OR BENEFITS; (ii) ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS; OR (iii) ANY LOSS ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE HONMA SITE. THE EXCLUSION OF LIABILITY IN THIS SECTION 17 APPLIES EVEN IF HONMA SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR PARTICULAR KINDS OF LOSS, IN SUCH STATES OR JURISDICTIONS,

HONMA'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW (THEREBY MINIMIZING GUARDIAN'S LIABILITY TO YOU TO THE LOWEST AMOUNT THAT APPLICABLE LAW PERMITS).

16. Exclusion of warranties (for Australian users)

The Australian Consumer Law may confer certain rights and remedies on you in relation to the provision by HONMA of goods and services under these terms and conditions. Notwithstanding the disclaimers and limitations of liability in Sections 4, 16 and 17 above, these terms and conditions do not exclude, restrict or modify the application of any condition, warranty, guarantee, right or remedy conferred by or implied under any provision of the Australian Consumer Law or any other statute where to do so would: (i) contravene the relevant statute; or (ii) cause any part of these terms and conditions to be void and/or unenforceable ("Non-Excludable Obligation").

Except in relation to Non-Excludable Obligations, all conditions, warranties and other provisions implied or conferred by statute, custom, or the general law that impose any liability or obligation on Honma are expressly excluded under these terms and conditions.

17. Non-Excludable Obligations (for Australian users)

In relation to Non-Excludable Obligations (other than a guarantee as to title, encumbrances or quiet possession conferred by the Australian Consumer Law), except for goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption (in respect of which our liability is not so limited under these terms and conditions), Honma's liability to you for a failure to comply with any Non-Excludable Obligation is limited to: (i) in the case of services, the lowest of the cost of supplying the services again and payment of the cost of having the services supplied again; and (ii) in the case of goods, the lowest of the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.