**General Terms and Conditions of SportAnalytik Limited**

Provider: SportAnalytik Limited, with the object of the activity to organize sports events in order to test the physical and mental dispositions of the children (age 5 - 16) and to identify the natural sport talent of the children. The testing of each child takes place upon the request of his/her legal representative. Based on the outcome of the testing, the Provider recommends the most suitable sports for the child. Additionally the Provider shares the contacts for sports clubs in the area of the residence of the child. The objective of SportAnalytik is not to select professional sportsmen, but to offer a helping hand to all children and their legal representatives so that they can enjoy sports throughout their lives.

**Contractual relationship -** between the Provider and the legal representative of the tested child as a customer (hereinafter referred as ‘Customer’) is governed by Maltese law and is subject to these General Terms and Conditions (hereinafter referred as “Terms and Conditions”). Contractual relationship between the Provider and the Customer starts with the registration of the child and acceptance of the Terms and Conditions by the Customer before the provision of the Services to the Customer.

Physical test: Test of the physical dispositions of the child consisting of eight activities while every activity tests different skill of the child. The physical test consists of 30 meters sprint run, one-leg stand, high jump, partial sit-ups, T-run, lean forward, basketball throw and 800 meter run.

Talent Report: outcome of the testing of the child produced by the Provider within a software developed by the Provider. The software compares the physical skills of each child with its peers in the Provider’s database (hereinafter referred as “Database”) and with the requirements for each and every sport. The following information is provided in the Talent Report: outcome of the physical test and the test of personal preferences comparison of the physical skills of the child with the peers tested (more than 300 000 results are in the Database)

3) Evaluation of individual strengths of each child

4) Training recommendations for improvement of individual weaknesses of each child

Sport Report - outcome of the testing of the child produced by the Provider as a follow-up to the Talent Report. In this report consists of:

TOP 5 most suitable sports for the child

Contacts for the sport clubs and coaches in the area of the residence of the child

Analysis of the suitability of the selected sport

Pricelist: The pricelist can be found on the SportAnalytik website [www.sportanalytik.com.mt](http://www.sportanalytik.com.mt).

Sports day: The day during which the registered child performs the physical test with the aim to understand the individual dispositions of each child and recommend the most suitable sports for him/her. At the beginning of the sports day the legal representative of the child hands over the child to the Provider. The child performs the physical tests in the company of the Provider and other children. The testing activities last approximately 2 hours and after the end of the testing the child is handed back to the legal representative. The sports day finishes with the handover of the Talent Report and the Sport Report to the Customer.

Registration: The registration starts with the compilation of the registration form (hereinafter referred as “Form”) at sportanalytik.com.mt. The Form can be filled in either electronically at the SportAnalytik website or by printing and signing. Agreement with the Terms and Conditions is an obligatory part of the registration. Agreement with the Terms and Conditions is confirmed either by submission of the Form in the electronic way or by the signing of the printed Form. The legal representative is obliged to inform the Provider about any medical/health problems of the child which the Provider needs to take into account during the sport testing. In case the Provider is not informed about any medical/health problems of the child, the Provider considers the child to be fully able to do all 8 testing activities as described in the Terms and Conditions.

Payment: The Customer is obliged to pay for the Services the price established in the Pricelist at the latest during the sports day.

**Liability waiver:**

The legal representative is obliged to inform the Provider about any medical/health problems of the child, any medication the child needs to take or health aid the child needs to use. The legal representative is obliged to ensure the child has taken the medication and health aid needed. By accepting the Terms and Conditions the Customer confirms the medical fitness of the tested child. All the risks related to the medical fitness of the tested child are carried by the customer. All the recommendations of the Provider are only tentative and do not automatically mean that the child will excel in the sport which was recommended to him/her by the Provider. The success of the child in the relevant sport is influenced by many external factors and the Provider will not take any responsibility for the future success of the child in the sport recommended by the Provider. The Provider will not take any responsibility for the loss or damage of the items carried to the sports day which are not necessary during the sports day, such as jewelry, electronics, large amounts of money etc.

**Photography/video:** By accepting the Terms and Conditions I expressly agree and understand that any image and recording of my child and/or myself may be usedfor SportAnalytik website and Facebook page and for promotional adverts/videos or materials.

**Privacy Policy**

SportAnalytik knows that you care how information about your child is used and shared and SportAnalytik appreciates your trust to do that carefully and sensibly. By registering your child to SportAnalytik sports day or by visiting SportAnalytik website, you are accepting and consenting to the practices described in this Privacy Policy (“Policy”) and in our Terms and Conditions.

This Policy describes the types of personal information that we may collect about your child, the purposes for which we use the information, the circumstances in which we may share the information and the steps that we take to safeguard the information to protect your child’s Privacy.

1. Information that we collect

When you use the [www.sportanalytik.com.mt](http://www.sportanalytik.com.mt) website (“Our Site”) or contact SportAnalytik by telephone, fax, email or SMS and during the registration of your child for the sports day, SportAnalytik collects, stores and uses certain personal information that you disclose. This includes details such as your child’s name, gender, age, address, your email and your phone number.

2. How SportAnalytik uses your information

The personal information collected will be only used for the registration of your child for the sports day and for the recommendation of the sports club in the area of your residence. Except as otherwise disclosed in this Policy, SportAnalytik will not disclose your and your child’s personally identifiable information to third parties without your consent. SportAnalytik may, however, use the information you provide for internal business purposes, such as generating statistics and developing marketing plans. SportAnlaytik may also collect, store or accumulate certain non-personally identifiable information concerning Our Site users and their use of Our Site, such as information regarding which of SportAnalytik pages are most popular.

3. Sensitive information

Whilst SportAnalytik does not generally collect sensitive information, the legal representative is obliged to inform SportAnalytik if there are any medical/health problems of the child which the SportAnalytik needs to take into account during the sport testing. By providing the sensitive information to SportAnalytik, you are consenting to SportAnalytik using it in the manner set out in this Policy.

4. SURVEYS & FEEDBACK

SportAnalytik may also ask you to complete surveys that SportAnalytik uses for research purposes, although you do not have to respond to them.

5. Security of your information

SportAnalytik uses industry standard physical, technical and administrative security measures to protect your information. The personal information SportAnalytik is provided will be stored on secure servers. You should understand data via online transmission is not completely secure. We cannot guarantee full protection and security data, only that we take all reasonable action to protect information sent to us electronically.

6. Data correction/deletion

If you wish the data on your child to be either corrected or deleted from the SportAnalytik database, you should inform SportAnalytik in writing and SportAnalytik will ensure the data on your child are corrected/deleted.

7. Data controller

Any personal information provided to or gathered by SportAnalytik is controlled by Jan Cap, Triq il Knisja 65, Msida, MSD 1537, Malta.

8. Third Party LinksThird party links may be discovered on the SportAnalytik site. These third party links have their own privacy policy, which you agree to when you click on the link. SportAnalytik is not responsible nor does accept responsibility for third party links.