

Spectra Terms & Conditions

1. INTRODUCTION

Welcome to our game Spectra 8 Bit Racer. This game is published by or on behalf of Gateway Interactive Limited ("Gateway" or "We" or "Us") a company registered in England and Wales under company number 8644657 whose registered office at 3rd Floor Wilberforce Court, Alfred Gelder Street, Hull, East Yorkshire, hu11uy.

By downloading or otherwise accessing the game you agree to be bound by the following terms and conditions ("Terms") and our privacy policy. If you have any queries about the game or these Terms, you can contact Us by any of the means set out in paragraph 10 of these Terms. If you do not agree with these Terms, you should stop using the Game immediately.

2. GENERAL RULES RELATING TO CONDUCT

The Game is made available for your own, personal use. The Game must not be used for any commercial purpose whatsoever or for any illegal or unauthorised purpose. When you use the Game you must comply with all applicable UK laws and with any applicable international laws, including the local laws in your country of residence (together referred to as "Applicable Laws").

You agree that when using the Game you will comply with all Applicable Laws and these Terms. In particular, but without limitation, you agree not to:

(A) Use the Game in any unlawful manner or in a manner which promotes or encourages illegal activity including (without limitation) copyright infringement; or

(B) Attempt to gain unauthorised access to the Game or any networks, servers or computer systems connected to the Game; or

(C) Modify, adapt, translate or reverse engineer any part of the Game or re-format or frame any portion of the pages comprising the Game, save to the extent expressly permitted by these Terms or by law.

You agree to indemnify Gateway in full and on demand from and against any loss, damage, costs or expenses which they suffer or incur directly or indirectly as a result of your use of the Game otherwise than in accordance with these Terms or Applicable Laws.

3. CONTENT

The copyright in all material contained on, in, or available through the Game including all information, data, text, music, sound, photographs, graphics and video messages, the selection and arrangement thereof, and all source code, software compilations and other material ("Material") is owned by or licensed to Gateway or its group companies. All rights are reserved. You can view, print or download extracts of the Material for your own personal use but you cannot otherwise copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate in any form whatsoever or use the Material without Gateway's express written permission.

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4. LINK TO THIRD PARTIES

The Spectra Game and Website may contain links to websites operated by third parties ("Third Party Websites"). Gateway may monetise some of these links through the use of third party affiliate programmes. Notwithstanding such affiliate programmes, Gateway does not have any influence or control over any such Third Party Websites and, unless otherwise stated, is not responsible for and does not endorse any Third Party Websites or their availability or contents.

5. GATEWAY PRIVACY POLICY

We take your privacy very seriously. Gateway will only use your personal information in accordance with the terms of our privacy policy. By using the Game you acknowledge and agree that you have read and accept the terms of our privacy policy and these Terms.

6. DISCLAIMER / LIABILITY

Use of the game is at your own risk. The game is provided on an "as is" basis. To the maximum extent permitted by law: **(A)** gateway disclaims all liability whatsoever, whether arising in contract, tort (including negligence) or otherwise in relation to the game; and **(B)** all implied warranties, terms and conditions relating to the game (whether implied by statute, common law or otherwise), including (without limitation) any warranty, term or condition as to accuracy, completeness, satisfactory quality, performance, fitness for purpose or any special purpose, availability, non-infringement, information accuracy, interoperability, quiet enjoyment and title are, as between gateway and you, hereby excluded. In particular, but without prejudice to the foregoing, we accept no responsibility for any technical failure of the internet and/or the game; or any damage or injury to users or their equipment as a result of or relating to their use of the game. Your statutory rights are not affected.

Gateway will not be liable, in contract, tort (including, without limitation, negligence), under statute or otherwise, as a result of or in connection with the Game, for any: **(i)** economic loss (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or **(ii)** loss of goodwill or reputation; or **(iii)** special or indirect or consequential loss.

If gateway is liable to you directly or indirectly in relation to the game, that liability (howsoever arising) shall be limited to: **(A)** fifty pounds sterling (£50.00); or **(B)** the sums paid by you upon purchasing the game.

Nothing in these Terms shall be construed as excluding or limiting the liability of Gateway or its group companies for death or personal injury caused by its negligence or for any other liability which cannot be excluded by English law.

7. SERVICE SUSPENSION

Gateway reserves the right to suspend or cease providing any services relating to the games published by it, with or without notice, and shall have no liability or responsibility to you in any manner whatsoever if it chooses to do so.

8. COMPETITIONS

If you take part in any competition which is run in or through the Game ("Competition"), you agree to be bound by the rules of that competition and any other rules specified by Gateway from time to time ("Competition Rules") and by the decisions of Gateway, which are final in all matters relating to the Competition. Gateway reserves the right to disqualify any entrant and/or winner in its absolute discretion without notice in accordance with the Competition Rules.

9. GENERAL

These Terms (as amended from time to time) constitute the entire agreement between you and Gateway concerning your use of the Game.

Gateway reserves the right to update these Terms from time to time. If it does so, the updated version will be effective immediately, and the current Terms are available through a link in the Game to this page. You are responsible for regularly reviewing these Terms so that you are aware of any changes to them and you will be bound by the new policy upon your continued use of the Game. No other variation to these Terms shall be effective unless in writing and signed by an authorised representative on behalf of Gateway.

These Terms shall be governed by and construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the English Courts.

If any provision(s) of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties (as reflected in the provision(s)) and all other provisions shall remain in full force and effect.

Gateway's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Gateway in writing.

Unless otherwise expressly stated, nothing in the Terms shall create any rights or any other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than you, Gateway and its group of companies.

10. CONTACT US

You can contact the Gateway team in writing at Gateway Interactive 3rd Floor Wilberforce Court, Alfred Gelder Street, Hull, East Yorkshire, HU11UY. By telephone on +44 (0) 1482 330 687 (ex: 561). Or via email on info@gatewayinteractive.co.uk