

Website Terms and Conditions

1. Introduction

1.1 This website ("the Website") is operated by Sported [part of the Sported Foundation, a UK registered charity (number 1123313), company number 6541137 (England) and whose registered address is at 20 St James Street, London, SW1A 1ES] ("Sported")

1.2 If you visit the Website on behalf of any organisation (whether or not that organisation registers as a member of Sported) "you"; "your" and "yourself" in these Terms & Conditions shall refer to that organisation as well as you personally.

1.3 Please read these Terms & Conditions carefully before using the Website. By accessing any part of the Website, you shall be deemed to have accepted these Terms & Conditions in full, regardless of whether or not you register as a member of sported. If you do not accept these Terms & Conditions, you must leave the Website immediately.

1.4 Sported may revise these Terms & Conditions at any time by posting an update on the Website. Your continued use of the Website after any such change constitutes your acceptance of the new Terms & Conditions and they shall be binding on you. You should therefore check the Website from time to time to review the then current Terms & Conditions. These Terms & Conditions were last updated on 24.01.13.

2. Disclaimer

2.1 Whilst Sported endeavours to ensure that the Website is normally available 24 hours a day, it shall not be liable if for any reason the Website is unavailable at any time or for any period. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for any other reasonable cause.

2.2 You acknowledge that whilst Sported endeavours to ensure that information on the Website and any related material provided to you by Sported, whether by email or otherwise ("the Sported Materials") is accurate and complete, it is provided only for general information, is not intended to address your particular requirements and does not constitute any form of advice or recommendation by Sported. You acknowledge that the Sported Materials should not be relied upon by you in making (or refraining from making) any specific investment or other business or personal decisions and acknowledge that professional advice should be obtained before making any such decision. Finally, you acknowledge that some of the Sported Materials may be supplied by third parties and their accuracy and completeness cannot be guaranteed by Sported.

2.3 Sported will use reasonable endeavours to ensure that the Website and the Sported Materials do not contain or promulgate any viruses or other malicious code. However, it is recommended that you should virus check all such materials and regularly check for the presence of viruses and other malicious code.

3. Use of Website Content

3.1 All intellectual property rights in the Sported materials are reserved by Sported or its licensors (as applicable).

3.2 You agree that in using the Sported materials you shall:

(a) use them only in accordance with the following permitted uses:

(a) viewing them on a computer screen and printing not more than one copy of them and



(b) making only such other use (if any) of them as may be specifically authorised in the Sported materials or by Sported.

For the avoidance of doubt, you agree not to distribute, reproduce, modify, store, transfer or in any other way use any of the Sported Materials (including as part of any database, library, news, information, archive, website or similar service) other than as set out in these Terms & Conditions.

- (b) not create a database (electronic or otherwise) that includes any sported. Materials;
- (c) use the Sported Materials only for your organisation's charitable purposes and not for any commercial purposes unless specifically authorised to do so by Sported;
- (d) not transmit or re-circulate any Sported materials to any third party (except, where your organisation registers as a member of Sported, other representatives of your organisation) unless specifically authorised to do so by Sported;
- (e) not remove any copyright or trade mark notice(s) from the Sported materials;

3.3 You agree that in using the Website and/or the Sported materials you shall:

(a) not disseminate any advertisements (including but not limited to unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation);

(b) not disseminate any material which is or may infringe the rights (including intellectual property rights) of any third party or be unlawful, threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy, which may cause annoyance or inconvenience or may restrict or inhibit the use of the Website by any person or which constitutes or encourages conduct that may be considered a criminal offence or give rise to civil liability in any country in the world;

(c) not disseminate any material which does or may bring Sported or the Sported Foundation into disrepute or in any way damage their reputation;

(d) not disseminate any material that may interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data; and

(e) not post link(s) that take users to material that contravenes any of the above restrictions.

4. Links to and from other websites

4.1 Links on the Website to third party websites are provided solely for your convenience. If you use these links, you leave the Website. Sported has not reviewed these third party websites and does not control and is not responsible for these websites or their content or availability. Sported therefore does not endorse or make any representations about them, or any material found on them, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

4.2 You may link to the home page of the Website but strictly only on the basis that you do not replicate the home page of the Website, and subject to the following conditions:

- (a) you do not create a frame or any other browser or border environment around the Website;
- (b) you do not in any way imply any endorsement by Sported other than with its written consent or misrepresent your relationship with Sported;
- (c) you do not use any logos or trademarks displayed on the Website without the express written permission of Sported;



- (d) you do not link from a website that is not owned by you; and
- (e) your website does not contain content that is distasteful, offensive or controversial, that infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

5. Registration

5.1 To access certain parts of the Website, Sported may require you to register as a member and provide certain information about yourself. Where you register as a member you also agree to:

- (a) provide true, accurate, current and complete information about yourself and as prompted by the relevant registration form (such information being the "Registration Data"); and
- (b) maintain and promptly update the Registration Data to keep it fully up to date.
- (c) your data being shared with other Sported members on the members listing on the members area of the website.

5.2 Where you register as a member on the Website, you will be allocated a user name and password. These account details must be used solely by you; sharing this user name and password with any person or third party outside the member organisation is strictly prohibited. Accordingly, you agree to:

- (a) maintain the security of your user name and password and be fully responsible for all use of the Website made using your user name and password;

5.3 immediately notify Sported if you become aware of any unauthorised use of your user name and password or any other breach of security by contacting us and ensure that you exit from your website account at the end of each session.

Sported cannot and will not be liable for any losses, damages or costs arising from your failure to comply with these requirements.

5.3 You acknowledge that registering as a member of Sported shall not automatically entitle you to one-to-one support or funding from Sported or the Sported Foundation. Access to any support, service or Sported materials (including those provided on the members-only sections of the Website) shall be subject to these Terms & Conditions and may also be subject to your meeting certain criteria. Additional terms and conditions may also apply.

6. Trade Marks

6.1. All Sported and Sported Foundation trade marks (whether registered or unregistered) and graphics, logos, designs, page headers and button icons are the intellectual property rights of Sported and neither they nor any confusingly similar versions may be used by you including (but not limited to) as part of any trademarks and/or domain names without the prior written consent of Sported other than for the purpose of referring to Sported and its associated brands lawfully and in good faith (only).

7. Suspension of access to the Website and User Indemnities

7.1. If, for any reason, Sported believes that you have not complied with any of these Terms & Conditions it may, at its sole discretion, cancel your access to the members-only sections of the Website immediately and without giving you any advance notice.

7.2. Without prejudice to the provisions of Clause 7.1, you agree to compensate Sported in respect of any claims, losses, expenses and/or liabilities (including legal fees) which arise from your use of the Website and/or the Sported Materials (or by a third party using your user name and password) including in particular (but not limited to) any statements, contributions or other content posted on the Website or any breach of Clause 3.3.

8. Limitation of Sported's Liability

8.1. Subject to clause 8.2, Sported and the Sported Foundation exclude to the fullest extent permitted by law all liability and responsibility for loss or damage that may result to you or a third party (including without limitation, any direct or indirect loss or damage) whether in tort



(including without limitation negligence), contract or otherwise arising in connection with the Website and/or the Sported Materials, inability to use or the results of use of the same, and any websites linked to the Website.

8.2. Nothing in these Terms & Conditions shall exclude or limit Sported or the Sported Foundation's liability for death or personal injury caused by the negligence of Sported and/or its employees negligence; or fraudulent misrepresentation by Sported and/or its employees.

9. General

9.1. In the event that any provision of these Terms & Conditions is held to be invalid or unenforceable, the remainder of these Terms & Conditions shall remain valid and enforceable.

9.2. These Terms & Conditions shall be governed by English law and the courts of England and Wales shall have exclusive jurisdiction.