

BT SPORT FAN FORUM WEBSITE TERMS AND CONDITIONS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

THESE TERMS AND CONDITIONS

By using our site, you confirm that you accept these terms and conditions and that you agree to comply with them. If you do not agree to these terms, you must not use our site. We recommend that you print a copy of these terms for future reference.

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated in May 2018 and historic versions can be obtained by contacting us.

1 ABOUT US

www.btsportfanforum.com is a site operated by Populus Limited trading as Populus Limited. Populus are a limited company registered in England and Wales under company number 04153928 and have our registered office at Northburgh House, 10 Northburgh Street, London, EC1V 0AT. Our VAT number is GB 100 1192 91.

- 1.1 You may contact us by post at our registered office or via email: support@btsportfanforum.com. Please ensure that you include your e-mail address with all correspondence.

2 OTHER TERMS

- 2.1 The following additional terms and conditions also apply to your use of our site:
- (a) Our Privacy Notice, which sets out how we will use your personal information.
 - (b) Our [Cookie Policy](#), which sets out information about the cookies on our site.
- 2.2 In addition to these terms and the above additional terms and conditions, if you register to be a member of our BT Sport Fan Forum (via this link: <http://btsportfanforum.com/Register.aspx>), our BT Sport Fan Forum T&Cs will apply to your membership.

3 OUR SITE

- 3.1 Our site is made available free of charge. Consequently, we do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. We may update and change our site from time to time to reflect changes to our services, our clients' or users' needs and our business priorities.
- 3.2 Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

4 BT CONTENT AND COPYRIGHT

- 4.1 Content provided by BT including information, data, material, text, designs, graphics, pictures, video, photographs, applications, software, audio and other files, and their selection and presentation, is owned by BT or licensed to BT by third parties. It is protected by copyright, trademark and other intellectual property rights as applicable and provided solely for your own use. Republication or redistribution of the content, including by framing or similar means, is prohibited.

5 YOUR CONTENT

- 5.1 You are responsible for all content including comments, files, material, suggestions and ideas, you upload or post on the Site or communicate to other users through the Site. If you did not create the content, it is your responsibility to ensure that you have all necessary consents from the owner.
- 5.2 You agree to give BT (as provider of the Site), a non-exclusive, transferable, royalty-free, worldwide licence to use or publish any content that you upload, post or otherwise make available on the Site. This includes free use by BT to make improvements to the Site or any product.

6 CUSTOMER OBLIGATIONS

- 6.1 You must not use the Site:
- 6.2 to gain unauthorised access to other computing systems;
- 6.3 in any way that may damage, disable, overload or affect the operation of the Site;
- 6.4 to solicit participation in public discussion, debate, comment or activity outside the Site;
- 6.5 to provide false or misleading information about yourself or your business, or create a false identity;
- 6.6 in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority, third party's rights, or any BT guidance or policies;
- 6.7 fraudulently or in connection with a criminal offence or in any way that is unlawful or in breach of any legislation and you must make sure that this does not happen; or
- 6.8 to send, communicate, knowingly receive, upload or download any material or content that is offensive, abusive, indecent, defamatory, libellous, obscene, menacing, or that causes annoyance, inconvenience, needless anxiety or that is intended to deceive.

7 HOW YOU MAY USE MATERIAL ON OUR SITE

- 7.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 7.2 Except as set out in paragraph 7.5, you may print off one copy, and may download extracts, of any page(s) from our site for your personal use. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way,

and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

- 7.3 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- 7.4 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 7.5 If you print off, copy or download any part of our site in breach of these terms and conditions, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

8 PROHIBITED USES

- 8.1 You may use our site only for lawful purposes. You may not use our site: (a) in any way that breaches any applicable local, national or international law or regulation; (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; (c) for the purpose of harming or attempting to harm minors in any way; (d) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 8.2 You also agree: (a) not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms and conditions; (b) not to access without authority, interfere with, damage or disrupt: (i) any part of our site; (ii) any equipment or network on which our site is stored; (iii) any software used in the provision of our site; or (iv) any equipment or network or software owned or used by any third party.

9 SITE CONTENT

- 9.1 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date. The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
- 10 The Site may contain links to other BT sites or to third party sites which may be subject to separate terms and conditions.
- 10.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Any links to third party websites from the Site do not amount to any endorsement of that site by BT and any use of that site by you is at your own risk. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.
- 10.2 Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Site complies with relevant laws and codes of practice. BT is not responsible for any error or inaccuracy in advertising and sponsorship material.

11 CONFIDENTIALITY

- 11.1 Subject to clause 11.2, you and BT will keep in confidence any information of a confidential nature obtained as a result of the use of the Site and will not disclose that information to any person other than their employees or professional advisers (or, in the case of BT the employees of a BT Group Company or their suppliers).
- 11.2 Clause 11.1 will not apply to:
- (a) any information which has been published other than through a breach of the Terms;
 - (b) information lawfully in the possession of the recipient before the disclosure took place;
 - (c) information which a party is requested to disclose which, if it did not it would be required by law to do so.

12 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 12.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 12.2 Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13 VIRUSES

- 13.1 We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- 13.2 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

14 LINKING AND FRAMING

- 14.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you. We reserve the right to withdraw linking permission without notice.
- 14.2 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- 14.3 If you wish to link to or make any use of content on our site other than that set out above, please contact support@btsportfanforum.com.

15 BREACH OF THESE TERMS AND CONDITIONS

- 15.1 When we consider that a breach of these terms and conditions has occurred, we may take such action as we deem appropriate, including (without limitation) taking all or any of the following actions: (a) Immediate, temporary or permanent withdrawal of your right to use our site; (b) Issue of a warning to you; (c) Issue legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; (d) further legal action against you; or (e) disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

16 SEVERABILITY

- 16.1 If any provision of these Terms is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of its provisions will continue in full force and effect.

17 OTHER IMPORTANT TERMS

- 17.1 We may transfer our rights and obligations under these terms and conditions to another organisation. We will contact you to let you know if we do this.
- 17.2 Nobody else has any rights under these terms and conditions. No other person shall have any rights to enforce any of its terms.
- 17.3 If a court finds parts of these terms and conditions illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.4 Even if we delay in enforcing these terms and conditions, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these terms and conditions, or if we delay in taking steps against you in respect of your breaching these terms and conditions, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

18 GOVERNING LAW

- 18.1 Please note that these terms and conditions, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.