

BT SPORT FAN FORUM MEMBER T&CS

THESE TERMS AND CONDITIONS

By registering to join the BT Sport Fan Forum via our website ("site") at <http://btsportfanforum.com/Home.aspx>, you confirm that you accept these terms and conditions and that you agree to comply with them. 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 on 25.05.2018 and historic versions can be obtained by contacting us.

1 ABOUT US

- 1.1 The BT Sport Fan Forum is a service 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]
- 1.2 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 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; and
 - (c) Our Website Terms of Use, which sets out the terms which govern your use of our site.

3 REGISTRATION

- 3.1 Some pages are only available if you register first but you do not have to register to access most of the pages on the Site. If you do register, we may ask you to provide personal details such as name, address, e-mail address, telephone number and, where appropriate, BT account number.
- 3.2 The BT Sport Fan Forum is only open for registrations from individuals who are aged 16 or over, a permanent resident of the United Kingdom (which does not include the Channel Islands or the Isle of Man) and not (and not a family member of) any person who is employed by or otherwise affiliated with BT. We have the right to reject your registration for any reason.

- 3.3 You shall ensure that you provide complete, accurate and current information about yourself when you register. You will ensure that that you notify us promptly of any changes to the details you have provided.
- 3.4 Registration and participation in the BT Sport Fan Forum is free. You can only have one account on the BT Sport Fan Forum. Your account is personal to you and you are not allowed to transfer your membership to any person.
- 3.5 By registering with us, you accept that we may contact you by e-mail and by telephone from time to time with details of surveys. Please do not register to be a member of the BT Sport Fan Forum if you do not wish (and agree) to being invited to participate in surveys.
- 3.6 Registering as a member does not mean that you will be selected to participate in any surveys. If you are selected, you are not obliged to complete any survey, participation is voluntary. You agree to provide accurate, honest, up to date, and complete information when answering surveys.
- 3.7 BT may delete a registration (and any associated information or data) without notice if it has not been used for more than 12 months.

4 INTELLECTUAL PROPERTY RIGHTS

- 4.1 You acknowledge that all copyright, trademarks and other intellectual property rights in any information or other materials contributed by you in response to any survey or uploaded or inputted via the site are owned by us. If such intellectual property rights do not belong to BT automatically by operation of law, you hereby assign such intellectual property rights to us.
- 4.2 BT are the owner or the licensee of all intellectual property rights in such information and materials. Consequently, you agree not to print off, download, take screenshots of, or otherwise retain copies of such information or materials and you agree not to disclose such information to anyone else.

5 TERMINATION

- 5.1 If BT, at its sole discretion, believes that you have:
- (a) misused the Site (or any part of it) in any way; or
 - (b) breached any of the Terms, or any contract with BT,
- 5.2 BT may, without notice, terminate your registration, or suspend or terminate your access to the Site. BT will be under no obligation whatsoever to reinstate your registration.

6 PRIZE DRAWS

- 6.1 The prize draw is free to enter and no purchase is necessary. Only one entry per person is permitted and entry is not granted for those who fail due to one of our inbuilt quality control checks.
- 6.2 The prize draw takes place 3 months and we are the promoter of the prize draw.

- 6.3 3 winners will be chosen by random draw from all panel members who have taken part in at least one survey in the 3 months before the draw.
- 6.4 Each of the 3 winners will receive a cash prize of £100.
- 6.5 The winner will be notified by email using the BT Sport Fan Forum member details he or she has provided within 2 weeks of the draw taking place.
- 6.6 If we do not hold the relevant details to notify the winner and provide the prize and a winner does not respond to our request for such information, then the winner's prize will be forfeited.
- 6.7 The winner will receive the prize within 4 weeks of the draw taking place. The winner shall receive the prize by cheque to the postal address they provide in response to the notification email.
- 6.8 The prize for the winner is non-exchangeable and non-transferable.
- 6.9 Our decision regarding any aspect of the prize draw is final and binding and no correspondence will be entered into about it.
- 6.10 The winner's name and county will be posted on our site for no less than within 60 days after the closing date of the prize draw.
- 6.11 We reserve the right to refuse entry, or refuse to award the prize to anyone in breach of these terms and conditions.
- 6.12 We reserve the right to hold void, cancel, suspend, or amend the promotion where it becomes necessary to do so.
- 6.13 Winners may be required to participate in publicity related to the prize draw which may include the publication of their name and photograph in any media.

7 SECURITY

- 7.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 7.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms and conditions.
- 7.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@btsportfanforum.com.
- 7.4 Although we make reasonable efforts to ensure that any materials provided to you are the most up to date versions, we make no representations, warranties or guarantees, whether express or implied, that the materials we may provide to you from time to time are accurate, complete or up to date.

8 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 8.1 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.
- 8.2 Please note that we only provide you with membership to the BT Sport Fan Forum and related materials for your domestic and private use. You agree not to use any materials provided by us to you 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.

9 VIRUSES

- 9.1 We do not guarantee that any electronic materials we provide to you will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to download or access any such materials. You should use your own virus protection software.

10 BREACH OF THESE TERMS AND CONDITIONS

- 10.1 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 membership to the BT Sport Fan Forum; (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.

11 OTHER IMPORTANT TERMS

- 11.1 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. If you are unhappy with the transfer you may cancel your membership under paragraph 5.
- 11.2 Nobody else has any rights under these terms and conditions. No other person shall have any rights to enforce any of its terms.
- 11.3 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.
- 11.4 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.

12 GOVERNING LAW

- 12.1 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.