



# BRITISH BASEBALL FEDERATION WEBSITE TERMS OF USE

## 1. Introduction and Acceptance of Terms of Use

Use of the official website of the British Baseball Federation (referred to here as "BBF"), which encompasses britishbaseball.org.uk and the team/league management area at stats.britishbaseball.org.uk (collectively, this "Website") and all products, services and properties provided and/or distributed (whether via this Website or elsewhere) by the British Baseball Federation, are subject to this Agreement.

References to this Website and all materials contained in this Website and/or otherwise accessible via other BBF-controlled products or services or BBF-operated interactive media locations will be referred to herein collectively as the "BBF Properties" and individually as a "BBF Property."

The Website is owned and operated by the British Baseball Federation ("BBF"), the national governing body for baseball in Great Britain.

**By using this Website or the other BBF Properties or by clicking a box that states you agree to this agreement, you agree to be bound by this agreement.**

The British Baseball Federation may occasionally update these Terms. If there are material changes to the Terms, the Website Privacy Policy or how the BBF will use your personal information, such changes will be published prior to implementing the changes. **Your use of this Website and other BBF Properties after such changes are posted will mean that you accept them.**

## 2. Privacy and protection of personal information on the Website

The BBF is committed to protecting your privacy. The BBF Website is a general audience website, intended for users of all ages. When you submit personal information to this Website you acknowledge and agree by acceptance of this Agreement that such personal information may be used by the BBF in accordance with the Federation's Privacy Policy and applicable law.

## 3. Votes, contests and sweepstakes

This Website and other BBF Properties may offer you opportunities to vote in connection with certain events and also to enter contests and sweepstakes. By participating in any such event, you signify your agreement to all special terms set forth on this Website and/or the other applicable BBF Properties applicable to the event as well as the terms of this Agreement.

## 4. Advertisements

Advertisements on the BBF Website are authorised and uploaded to display by the BBF, and are appropriate for a general audience with an interest in baseball. The BBF does not allow third parties to directly display advertisements on the Website that are not authorised or uploaded by BBF.



## **6. Links to third party sites**

The BBF Website may contain images of and links to third party websites and services ("third party sites"). The third-party sites are not under the control of the BBF and the BBF is not responsible for the contents of any third-party site, including without limitation any link contained in a third-party site, or any changes or updates to a third-party site. The BBF is not responsible if the third-party site is not working appropriately. The BBF is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the BBF of the third-party site or its content, or any association with its operators. You should direct any concerns regarding any external link to the website administrator or webmaster of the applicable third-party website or location.

You are responsible for reading and abiding by the privacy statements and terms of use posted at the third-party sites. Any dealings with third parties (including advertisers) included within the BBF Website or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. The BBF shall not be responsible or liable for any part of any such dealings or promotions.

## **7. No unlawful or prohibited use**

As a condition of your use of the BBF Website and BBF Properties, you will not use the Website and BBF Properties for any purpose that is unlawful or prohibited by these Terms of Use. You may not use the Website and BBF Properties in any manner that could damage, disable, overburden, or impair the Website or any of the BBF Properties (or the network(s) connected to any the Website or any of the BBF Properties) or interfere with any other party's use and enjoyment of the Website and BBF Properties. You may not attempt to gain unauthorised access to any the Website and BBF Properties, other accounts, computer systems or networks connected to the Website or any of the BBF Properties, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website and BBF Properties.

## **8. User of services**

The BBF Website and BBF Properties may contain email services, bulletin board services, chat areas, commenting functions, blogs, news groups, forums, calendars, photo albums, file sharing areas and/or other message or communication facilities designed to enable you to communicate with others (collectively, "Communication Services"). In order to participate in Communication Services, you may be asked to register an account by providing certain personal information such as your name and/or email address. The Privacy Policy of this Website explains how such information may be collected and used.

In consideration of your use of the applicable BBF Properties, you agree (i) to provide accurate, current and complete information about yourself as may be prompted by any registration forms ("Registration Data"); (ii) to maintain the security of your password and identification; (iii) to maintain and promptly update Registration Data and any other information you provide to the BBF, and to keep it accurate, current and complete; (iv) not to sell, transfer or assign your account; and (v) to be fully responsible for all use of your account and for any actions that take place using your account. You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- a) Use the Communication Service in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- b) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- c) Publish, post, upload, distribute or disseminate any material, information, statement or communication that is false, inappropriate, threatening, abusive, libellous, defamatory, profane, obscene, vulgar, demeaning, offensive, pornographic, sexually explicit, indecent or unlawful;



d) Publish, post, upload, distribute or disseminate any topic, name, material, information, statement or communication that incites discrimination, hate or violence towards one person or a group because of their race, religion, nationality, sexual orientation or gender, or that insults the victims of crimes against humanity by contesting the existence of those crimes;

e) Upload, transmit, store, embed or otherwise make available any information or material that infringes any right of the BBF or any third party, however denominated, including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right;

f) Use any material or information, including images or photographs, that are made available through the BBF Website or BBF Properties in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;

g) Transmit, store or otherwise make available material which disrupts the BBF Website or BBF Properties, imposes an unreasonable or disproportionately large load on this Website's or the other BBF Properties' infrastructure, or otherwise adversely affects, restricts or inhibits any other user from using and enjoying this Website or the other BBF Properties;

h) Upload, transmit, store, embed or otherwise make available files that contain viruses, Trojan horses, worms, time bombs, bots, spyware, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;

i) Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner;

j) Transmit, store or otherwise make available material which constitutes or encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, national or international law;

k) Transmit, store or otherwise make available material which constitutes or encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, national or international law;

l) Transmit, store or otherwise make available material which contains any information, software or other material of a commercial nature including but not limited to that which contains advertising, promotions, junk mail, spam, pyramid schemes, chain letters, or solicitation of any kind;

m) Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages;

n) Transmit, store or otherwise make available material which constitutes or contains false or misleading indications of origin or statements of fact;

o) Impersonate players, coaches, management, employees or volunteers of baseball, or the British Baseball Federation, or any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

p) Use or attempt to use another's information, account, password, service or system except as expressly permitted, or solicit, collect, transmit, store or otherwise make available private information of any third party including, without limitation, telephone numbers, addresses, last names, email addresses, or credit or debit card numbers;

q) Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the BBF Website or BBF Properties, or other user or usage information or any portion thereof;

r) Use automated scripts to collect information from or otherwise interact with the BBF Website or BBF Properties;



- s) Restrict or inhibit any other user from using and enjoying the Communication Services;
- t) Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service;

The BBF has no obligation to monitor the Communication Services. However, the BBF reserves the right to review materials posted to a Communication Service and to remove any materials at its sole discretion. The BBF reserves the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever.

The BBF reserves the right at all times to disclose any information as the BBF deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the BBF's sole discretion.

Always use caution when giving out any personally identifiable information about yourself or your children in any Communication Service. The BBF does not control or endorse the content, messages or information found in any Communication Service and, therefore, the BBF specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorised BBF spokespersons, and their views do not necessarily reflect those of the BBF.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

## **9. Materials provided to the British Baseball Federation or posted on the Website**

The BBF does not claim ownership of the materials you provide to the BBF (including feedback and suggestions) or that you post, upload, input or submit to the Website or BBF Properties or its associated services for review by the general public, or by the members of any public or private group, (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") your Submission you are granting the BBF, its affiliated companies and necessary sublicensees (i) permission to use your Submission in connection with the operation of their Internet businesses (including, without limitation, all BBF Websites or BBF Properties) (ii) the licence rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission, to publish your name in connection with your Submission, (iii) and the right to sublicense such rights to any supplier of the BBF Website or BBF Properties.

No compensation will be paid with respect to the use of your Submission, as provided herein. The BBF is under no obligation to post or use any Submission you may provide and the BBF may remove any Submission at any time in its sole discretion.

By Posting a Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in these Terms of Use including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

This section is inapplicable to any personally identifiable information that you provide in connection with your use of the BBF Website or BBF Properties. For terms and conditions governing the use of such information please refer to the Privacy Policy.

## **10. Storage space and other limitations**

You agree that the BBF may establish limits concerning use of any BBF Service offered on a BBF Website or BBF Properties, including the maximum number of e-mail messages that may be sent from or received by an account on any BBF Website or BBF Properties, the maximum size of an e-mail message that may be sent from or received by an account on any BBF Website or BBF Properties, the maximum disk space that will be allotted on the BBF's servers on your behalf either cumulatively or for any particular service, such as for storing digital photographs, and the maximum



number of times and duration you may access any BBF Website or BBF Properties in a given period of time.

You agree that the BBF has no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by any BBF Website or BBF Properties. You acknowledge that the features, parameters (for example, the amount of storage available to users) or existence of any BBF service may change at any time. You acknowledge that the BBF reserves the right to sign out, terminate or delete your accounts for the BBF Website or Properties that are "inactive" for an extended period of time. "Inactive" means that you have not signed in to a particular service for an extended period of time, as determined by the BBF, in its sole discretion. The amount of time that the BBF considers as an "extended" period of time is determined based on the particular BBF Website or BBF Properties to which it pertains, and will be published on the website prior to any termination or deletion.

## **11. Termination/access restriction**

The BBF reserves the right, in its sole discretion, to terminate your access to any or all BBF Website or BBF Properties and the related services or any portion thereof at any time, without notice. The BBF may also terminate or suspend your access to the BBF Site/Service(s) for inactivity, as set forth, above, in "Storage Space and Other Limitations". The BBF shall have no obligation to maintain any content or to forward any unread or unsent messages to you or any third party.

## **12. DISCLAIMER OF WARRANTIES**

A. USE OF THIS WEBSITE, ALL OTHER BBF PROPERTIES AND THE PRODUCTS, MERCHANDISE, TICKETS AND SERVICES, INCLUDED HEREIN AND THEREIN, ARE AT YOUR EXCLUSIVE RISK, AND THE RISK OF INJURY FROM THE FOREGOING RESTS EXCLUSIVELY WITH YOU.

B. EXCEPT FOR ANY WARRANTIES THAT MAY BE EXPRESSLY PROVIDED BY THE BBF AND/OR THE APPLICABLE VENDOR, THIS WEBSITE, THE OTHER BBF PROPERTIES, AND ALL MATERIALS CONTAINED OR DISTRIBUTED HEREIN AND THEREIN, INCLUDING, BUT NOT LIMITED TO, ALL PRODUCTS, MERCHANDISE, TICKETS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF TITLE OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

C. THE BBF DOES NOT WARRANT THAT: (1) THIS WEBSITE, THE OTHER BBF PROPERTIES OR ANY PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; (2) DEFECTS OR ERRORS IN THIS WEBSITE, THE OTHER BBF PROPERTIES, THE PRODUCTS, MERCHANDISE OR SERVICES WILL BE CORRECTED; (3) THIS WEBSITE, THE OTHER BBF PROPERTIES, THE PRODUCTS, MERCHANDISE OR SERVICES WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; OR (4) ANY INFORMATION CONTAINED IN THIS WEBSITE, THE OTHER BBF PROPERTIES, THE PRODUCTS, MERCHANDISE OR SERVICES WILL BE ACCURATE OR RELIABLE.

## **13. LIABILITY DISCLAIMER**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE BBF WEBSITE AND BBF PROPERTIES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE BBF WEBSITE AND BBF PROPERTIES AND TO THE INFORMATION THEREIN. THE BBF AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE BBF WEBSITE AND BBF PROPERTIES AT ANY TIME. ADVICE RECEIVED VIA THE BBF WEBSITE AND BBF PROPERTIES SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

THE BBF AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES OR OTHER





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NOTWITHSTANDING ANY TERM IN THIS AGREEMENT, OTHER APPLICABLE TERMS AND CONDITIONS OF THE BBF PROPERTIES OR ANY ACT OR FAILURE TO ACT BY THE BBF OR ITS VENDORS, YOU ARE EXCLUSIVELY LIABLE FOR ANY AND ALL SUBMITTED CONTENT YOU TRANSMIT VIA THE COMMUNITY FEATURES OF THIS WEBSITE.

YOU SPECIFICALLY AGREE THAT THE BBF SHALL NOT BE RESPONSIBLE FOR UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH THE BBF WEBSITE AND BBF PROPERTIES. YOU SPECIFICALLY AGREE THAT THE BBF IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. YOU SPECIFICALLY AGREE THAT THE BBF IS NOT RESPONSIBLE FOR ANY CONTENT SENT USING AND/OR INCLUDED IN THE BBF WEBSITE AND BBF PROPERTIES BY ANY THIRD PARTY. YOU SPECIFICALLY AGREE THAT THE BBF IS NOT RESPONSIBLE FOR THE USE BY THIRD PARTIES OF PERSONAL DETAILS YOU HAVE CONSENTED TO BEING PUBLISHED ON THE SITES.

IN NO EVENT SHALL THE BBF BE LIABLE FOR ANY BREACH IN TRANSACTION SECURITY CAUSED BY A THIRD PARTY ARISING OUT OF OR RELATING TO ANY ATTEMPT TO PURCHASE PRODUCTS, MERCHANDISE, TICKETS OR SERVICES.

TO THE FULLEST EXTENT PERMITTED BY LAW IN NO EVENT SHALL THE BBF AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA REVENUES OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE BBF WEBSITE AND BBF PROPERTIES, WITH THE DELAY OR INABILITY TO USE THE BBF WEBSITE AND BBF PROPERTIES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE BBF WEBSITE AND BBF PROPERTIES, OR OTHERWISE ARISING OUT OF THE USE OF THE BBF WEBSITE AND BBF PROPERTIES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE BBF OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE BBF WEBSITE AND BBF PROPERTIES, OR WITH ANY OF THESE TERMS OF USE, TO THE FULLEST EXTENT PERMISSIBLE BY ENGLISH LAW, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE BBF WEBSITE AND BBF PROPERTIES. THE LIMITATIONS ON AND EXCLUSIONS OF LIABILITY FOR DAMAGES IN THIS AGREEMENT APPLY REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, OR ANY OTHER LEGAL THEORY. NOTHING IN THIS AGREEMENT LIMITS THE BBF'S LIABILITY FOR (I) PERSONAL INJURY OR DEATH CAUSED BY NEGLIGENCE OR (II) FRAUD.

#### **14. General**

Claims for enforcement, breach or violation of duties or rights under this Agreement shall be adjudicated under the laws of England, without reference to conflict of laws principles. All other claims, including without limitation claims under or for violation of state consumer protection laws, unfair competition laws, and in tort, shall be adjudicated under the law of your state of residence. You hereby irrevocably consent to the non-exclusive jurisdiction and venue of the English courts in all disputes arising out of or relating to the use of the BBF Website or BBF Properties. You agree that no



joint venture, partnership, employment, or agency relationship exists between you and the BBF as a result of this agreement or use of the BBF Website or BBF Properties. You agree to indemnify and hold the BBF, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable legal fees on a solicitor-client basis, asserted by any third party due to or arising out of your use of or conduct on the BBF Website or BBF Properties.

Subject to all applicable Data Protection legislation, the BBF reserves the right to disclose any personal information about you or your use of the BBF Website or BBF Properties, including its contents, without your prior permission if the BBF has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process, (2) protect and defend the rights or property of the BBF or its affiliated companies, (3) enforce these Terms of Use, or (4) act to protect the interests of its members or others. The BBF's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the BBF's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the BBF Website or BBF Properties or information provided to or gathered by the BBF with respect to such use.

The Contracts (rights of Third Parties) Act 1999 does not apply to the agreement between you and us formed by these Terms of Use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. The BBF will not be liable to you for any breach of these Terms of Use, which arise because of any circumstances that the BBF cannot reasonably be expected to control. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and the BBF with respect to the BBF Website or BBF Properties and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the BBF with respect to the BBF Website or BBF Properties provided that this shall not limit either party's liability for any fraudulent misrepresentation. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.