

## Sport Industry Spotlight

### TERMS OF USE

#### **1. Information About Us**

We are Sport Industry Awards Limited (**we, us, our**). We are a company registered in England and Wales with company number 4236764 whose registered office (and main trading office) is at Fifth Floor, 110 High Holborn, London WC1V 6JS.

#### **2. Scope**

- 2.1 Spotlight is our platform designed to provide interactive, insight-driven, online panel sessions for those wanting to upskill in sport business.
- 2.2 Spotlight will be used to host interactive online sessions which allow live attendees the opportunity to engage and network with relevant industry figures. Spotlight webinars will be free to Sport Industry Awards ticket and table purchasers according to the terms of purchase and a variety of token-based packages are available to purchase.

#### **3. Terms of Use**

- 3.1 This agreement sets out the Terms of Use on which users (**you, your**) may access the webinar services available on [[www.sportindustry.biz/spotlight](http://www.sportindustry.biz/spotlight)] and any related mobile sites or applications (**Spotlight**). Please read these Terms of Use carefully before you use Spotlight. By providing subscriber information and accessing Spotlight, you indicate that you accept these Terms of Use and that you agree to abide by them. We will process any personal data provided to us in line with our [privacy policy](#).
- 3.2 Your use of Spotlight is subject to your compliance with these Terms of Use, which shall remain in force until the date we remove the webinars or your access to them (the **Term**).
- 3.3 We reserve the right to remove any user from accessing Spotlight and to take appropriate action against any user who we believe has breached (or may breach) these Terms of Use.
- 3.4 Please note that Spotlight Content (as defined below) may be shared via social media platforms and by signing up to Spotlight you agree to such sharing.

#### **4. Intellectual Property Rights and Licence**

- 4.1 Any content, including (but not limited to) work, photographs, audio and video recordings, live streams and other materials uploaded on Spotlight shall be referred to as **Spotlight Content**.
- 4.2 We grant you a non-exclusive, non-transferable, limited licence to access and use the Spotlight Content made available to you from time to time during the Term for your own non-commercial, private viewing purposes only. This licence is subject to the following limitations:
  - 4.2.1 as between you and us, all right, title and interest (including all copyright and other intellectual property rights) in the Spotlight Content belong to us. Except for the foregoing limited licence, no right, title, or interest in the Spotlight Content shall be transferred to you;
  - 4.2.2 you agree not to copy, distribute or communicate the Spotlight Content to the public and will not use the Spotlight Content for any commercial or business purposes, or in any fashion that infringes the copyright, intellectual property rights or proprietary interest in the Spotlight Content;

4.2.3 you will not modify the copies of any materials you have downloaded in anyway, and you may not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text; and

4.2.4 you may not remove or obscure any copyright note or other notices applied to the Spotlight Content.

4.3 If you act in breach of these Terms of Use, your right to use and access Spotlight will cease immediately, your account may be suspended or terminated, and you must, at our option, return or destroy any copies of the materials you have made.

## **5. Payment, changes and cancellations**

5.1 Prices which appear in respect of the Spotlight webinar events are exclusive of VAT unless otherwise stated. Upon receipt of payment you will be provided with an invitation to the Spotlight webinar event.

5.2 Registration for a Spotlight webinar event may be cancelled up to 48 hours prior to the event and refund for the original price paid will be issued, less a £10 administration fee.

5.3 All reasonable efforts will be made to ensure that the Spotlight webinars take place on the advertised date and time. If for any reason we have to cancel a Spotlight webinar due to unforeseen circumstances, we shall notify you and endeavour to schedule an alternative date and time. If for any reason it is not possible to re-schedule, all fees will be refunded.

5.4 Content and features may be withdrawn or subject to change from Spotlight without notice. We reserve the right to substitute speakers and, or where events beyond our reasonable control occur, prevent speakers from appearing. You accept that there will be no right to any refund or cancellation in these circumstances.

## **6. Content Features and Acceptable Use**

6.1 We are under no obligation to oversee, monitor or moderate any features we provide in conjunction with the Spotlight webinars, and we expressly exclude our liability for any loss or damage arising from the use of any features by a user in contravention of our Acceptable Use Policy (as defined below), whether moderated or not.

6.2 You must use the Spotlight webinar features in a responsible manner, and are solely responsible for any content you transmit, including but not limited to making contact with other Spotlight webinar users or uploading material (including by posting comments or asking questions). You must not transmit any content in connection with any use of Spotlight that:

6.2.1 is threatening, abusive, libellous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent;

6.2.2 promotes violence;

6.2.3 promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

6.2.4 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;

6.2.5 violates, plagiarises or infringes the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right;

6.2.6 breaches any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

6.2.7 contains any information, software or other material of a commercial nature;

- 6.2.8 contains advertising, promotions or commercial solicitations of any kind;
- 6.2.9 will be likely to harass, upset, embarrass, alarm or annoy any other person;
- 6.2.10 constitutes or contains false or misleading indications of origin or statements of fact;
- 6.2.11 is used to impersonate any person, or to misrepresent your identity or affiliation with any person (including giving the impression that such content emanates from us);
- 6.2.12 adversely affects, restricts or inhibits any other user from using and enjoying Spotlight;
- 6.2.13 contains material irrelevant to the subject matter of the Spotlight webinar; or
- 6.2.14 contains any virus, Trojan horse, worm, time bomb, cancelbot or other similar harmful programming routine,

(the provisions set out above being the **Acceptable Use Policy**).

- 6.3 We will determine, in our discretion, whether there has been a breach of our Acceptable Use Policy through your use of Spotlight and may take such action as we deem appropriate.
- 6.4 Failure to comply with the Acceptable Use Policy constitutes a material breach of the use of Spotlight, and may result in our taking all or any of the following actions:
  - 6.4.1 immediate, temporary or permanent withdrawal of your right to use or access Spotlight;
  - 6.4.2 suspension or deletion of your account;
  - 6.4.3 immediate, temporary or permanent removal of any posting or material uploaded by you to any or all of the sites;
  - 6.4.4 issue of a warning to you;
  - 6.4.5 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;
  - 6.4.6 further legal action against you; and
  - 6.4.7 disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 6.5 We exclude liability for actions taken in response to breaches of the Acceptable Use Policy. The responses described in these Terms of Use are not limited, and we may take any other action we reasonably deem appropriate.

## **7. Information and Availability**

While we take care to choose speakers who can provide accurate information and relevant knowledge, the Spotlight webinars are provided for reference purposes only and are not intended, nor should they be used, as a substitute for professional advice or judgment, or to provide legal or financial advice with respect to particular circumstances. You are advised to verify the accuracy of any information before relying on it. Further, due to the inherent nature of the internet, errors interruptions and delays may occur in the service at any time. Accordingly, Spotlight is provided "as is" without any warranties of any kind and we do not accept any liability arising from any inaccuracy or omission in the information or interruption in availability.

## **8. Third Party Sites**

Where our resources contain links to other sites and resources provided by third parties we have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

**9. Indemnity**

You agree to indemnify us and our affiliates and our respective directors, officers, employees and agents, as well as their licensors and suppliers, from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of: (a) any non-compliance by you with these Terms of Use; or (b) claims brought by third parties arising from or related to your access or use of Spotlight including without limitation information made available by you to Spotlight.

**10. Liability**

10.1 We do not exclude or limit in anyway 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; for fraud or fraudulent misrepresentation.

10.2 If we fail to comply with these Terms of Use, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill.

10.3 As set out in clause 7, the Spotlight Content is provided “as is”, if you use the Spotlight Content for any commercial or re-sale purpose we will have no liability to you for any loss of profit, loss or business, business interruption or loss of business opportunity.

10.4 If you choose to post your location, your intended location or any other such personal information via the features or by any other method on Spotlight you accept that this is entirely at your own risk and we are not responsible for any loss or harm which occurs as a result of your sharing any information about your location or intended location.

**11. Variation**

We may revise these Terms of Use at any time by amending this page. Please check this page from time to time to take notice of any changes we make as, by continuing to use Spotlight, you are accepting those changes and will be bound by them.

**12. Severance**

In the event that any provision or part of a provision of these Terms of Use shall be, or shall be held to be illegal, invalid, unenforceable or against public policy pursuant to a final adjudication by a court of competent jurisdiction, such provision shall be deemed severed herefrom and the remainder of these Terms of Use shall remain in full force and effect.

**13. Entire Agreement**

These Terms of Use set out the entire agreement and understanding between you and us (the **parties**) and supersede all proposals and prior agreements, arrangements and understandings between the parties. Both parties acknowledge that in accepting these Terms of Use there shall be no reliance on, nor remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms of Use.

**14. Jurisdiction and Applicable Law**

14.1 The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to or use of Spotlight.

14.2 These Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15. **Contact Us**

If you have any concerns about material which appears on Spotlight, please contact us by email at [hello@sportindustry.biz](mailto:hello@sportindustry.biz)