



Terms of Use for www.cricketscotland.com

1. INTRODUCTION

This site is owned and operated by Cricket Scotland, the trading arm of Scottish Cricket) Ltd, a company registered in the UK (referred to as "CS," "we," "us," or "our" herein). **PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.** By using this Site or by clicking a box that states that you accept or agree to these terms, you signify your agreement to these terms of use. If you do not agree to these terms of use, you may not use this Site.

Note that special terms apply to some services offered on this Site, like rules for particular contests or other features or activities. These terms are posted in connection with the applicable service. Any such terms are in addition to these terms of use, and in the event of a conflict, prevail over these terms of use.

You acknowledge that these terms of use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the generality of the foregoing, you acknowledge that such consideration includes your use of this Site and receipt of data, materials and information available at or through this Site, the possibility of our use or display of your Submissions (as defined below in Section 3, entitled "SUBMISSIONS") and the possibility of the publicity and promotion from our use or display of your Submissions.

2. USING THE SITE AND CONTENT

The Site is only for your personal use. You may not use the Site for commercial purposes or in any way that is unlawful, or harms us or any other person or entity, as determined in our sole discretion.

All information, materials, functions and other content (including Submissions, as defined in Section 3, entitled "SUBMISSIONS" subject to the provisions of Section 4 entitled "LICENSES AND REPRESENTATIONS") ("Content") contained on this Site are our copyrighted property or the copyrighted property of our licensors or licensees. All trademarks, service marks, trade names, and trade dress are proprietary to us and/or our licensors or licensees. We may change this Site or delete Content or features at any time, in any way, for any or no reason.

Except as we specifically agree in writing, no Content from this Site may be used other than as part of this Site, reproduced, transmitted, distributed or otherwise exploited in any way.

3. SUBMISSIONS

Our long-standing company policy does not allow us to accept or consider unsolicited creative ideas, suggestions or materials. We hope you will understand that it is the intent of this policy to avoid the possibility of future misunderstandings when projects developed by us

or under the direction of us might seem to others to be similar to their own creative work. Please do not send us any unsolicited materials such as ideas, concepts, pitches, suggestions, stories, screenplays, treatments, formats, artwork, photographs, drawings, videos, audiovisual works, musical compositions (including lyrics), sound recordings, program formats, characterizations and/or other similar materials ("**Unsolicited Submissions**").

4 ACCOUNTS

This Site requires you to create an account to participate or to secure additional benefits. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes (the "**Registration Data**"). You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. You also agree to promptly notify us at the address set out in section 14 of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to this Site. In addition, you agree to exit from your account at the end of each session.

We may suspend or terminate your account and your ability to use this Site or portion thereof for failure to comply with these terms of use or any special terms related to a particular service, for infringing copyright, or for any other reason whatsoever.

5 PUBLIC FORUMS AND COMMUNICATION

"Public Forum" means an area, site or feature offered as part of the Site that enables users or visitors of the Site (a) to submit, post, display and/or view User-Generated Content and/or (b) to communicate, share or exchange User-Generated Content with other Site users, visitors and members of the general public including, without limitation, a chat area, message board, instant messaging, mobile messaging, social community environment, profile page, conversation page, e-mail function (including, but not limited to, electronic greeting cards and send-a-friend e-mails).

You acknowledge that anything you submit to the Site by way of any Public Forum may be routed through our servers, the servers of one or more third parties on our behalf and the Internet, and may be viewed on the Internet by the general public and that, therefore, you have no expectation of privacy with regard to any such submission. You acknowledge that Public Forums and features offered therein are for public and not private communications. Please keep in mind that whenever you give out personal information online, through any media, including without limitation, a Public Forum, that information can be collected and used by people you don't know. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk.

You are and shall remain solely responsible for the User-Generated Content submitted and/or posted under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting the same. You acknowledge that the use of User-Generated Content posted in any Public Forum is at your own risk. For example, we are not responsible for, and we do not endorse, the opinions, advice or recommendations posted or sent by users in any Public Forum and we specifically disclaim any and all liability in connection therewith.

We reserve the right to screen, refuse to post, remove or edit User-Generated Content at any time and for any or no reason in our absolute and sole discretion without prior notice, although we have no duty to do so or to monitor any Public Forum. If we elect to screen User-Generated Content, there may be a delay in the posting of such content in a Public Forum to allow for a review process. If we have questions about your User-Generated Content including, without limitation, the copyright, we may contact you for further information

including, for example, to verify that you own the copyright or otherwise obtained permission to post the material.

When participating in a Public Forum, never assume that people are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated with. Information obtained in a Public Forum may not be reliable, and it is not a good idea to take any action, including to trade or make any investment decisions, based solely or largely on information you cannot confirm. We cannot be responsible for the accuracy of any User-Generated Content contained in a Public Forum, and we shall not be responsible for any trading, investment, or any other decisions made or actions taken or not taken based on such information or content.

Your ability to access and browse User-Generated Content within a Public Forum and/or to submit and/or post User-Generated Content within a Public Forum may be subject to certain age restrictions and/or related procedures that we may revise in our sole discretion at any time and for any reason. Any such age restrictions and procedures will be posted within the Public Forum, as applicable.

6. RULES OF CONDUCT

The following Rules of Conduct apply to this Site. By using this Site, you agree that you will not Distribute any Submission that:

1. (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or (d) otherwise harms any person or entity;
2. is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a Submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug abuse, harassment, theft, or conspiracy to commit any criminal activity;
3. infringes or violates any right of a third party including: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation;
4. is commercial, business-related or advertises or offers to sell any products, services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations);
5. contains a virus or other harmful component, or otherwise tampers with, impairs or damages this Site or any connected network, or otherwise interferes with any person or entity's use or enjoyment of this Site; or
6. is antisocial, disruptive, or destructive, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet.
7. do not generally pertain to the designated topic or theme of the relevant Public Forum

We cannot and do not assure that other users are or will be complying with the foregoing Rules of Conduct or any other provisions of these terms of use, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

7. COOPERATION; REMOVAL OF SUBMISSIONS

We reserve the right, but disclaim any obligation or responsibility, to (a) refuse to post or communicate or remove any Submission from this Site that violates these terms of use (including the Rules of Conduct) and (b) identify any user to third parties, and/or disclose to third parties any Submission or personally identifiable information, when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce

these terms of use (including the Rules of Conduct) and/or our contest, sweepstakes, promotions, and game rules, and/or protect the safety or security of any person or property, including this Site. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever.

8. DISCLAIMERS

THE INFORMATION, CONTENT AND MATERIALS ON THIS SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN INFORMATION, CONTENT AND MATERIALS ON THIS SITE (INCLUDING, WITHOUT LIMITATION, USER-GENERATED CONTENT) WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE SUCH INFORMATION, CONTENT AND MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MOREOVER, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES CONTAINED ON OR OFFERED, MADE AVAILABLE THROUGH, OR OTHERWISE RELATED IN ANY WAY TO THE SITE, INCLUDING, WITHOUT LIMITATION, USER-GENERATED CONTENT, OR ANY THIRD PARTY SITES OR SERVICES LINKED TO FROM THE SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, COMPLETENESS, RELIABILITY, SAFETY OR OTHERWISE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

We explicitly disclaim any responsibility for the accuracy, completeness or availability of information, content and materials found on sites that link to or from the Site. We cannot ensure that you will be satisfied with any products or services that you purchase from a third-party site that links to or from the Site or third-party information, content or materials contained on our sites (including, without limitation, User-Generated Content contained in Public Forums). We do not endorse any of the merchandise, nor have we taken any steps to confirm the accuracy, completeness or reliability of, any of the information, content or materials contained on any third-party site. We do not make any representations or warranties as to the security of any information, content or materials (including, without limitation, credit card and other personal information) you might be requested to give to any third party. You hereby irrevocably waive any claim against us with respect to information, content and materials contained on our sites (including, without limitation, User-Generated Content), on third party sites, and any information, content and materials you provide to such third party sites (including, without limitation, credit card and other personal information). We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

9. INDEMNIFICATION

You are responsible for maintaining the confidentiality of your username(s), password(s), and your account(s), as well as all activities that occur under your account(s). You hereby agree to indemnify, defend, and hold us, our licensors, licensees, distributors, agents, representatives and other authorized users, and each of the foregoing entities' respective resellers, distributors, service providers and suppliers, and all of the foregoing entities' respective officers, directors,

owners, employees, agents, representatives and assigns (collectively, the "**Indemnified Parties**") harmless from and against any and all losses, damages, liabilities and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these terms of use or claims arising from your use of this Site and/or your account(s). You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

10. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, THIS SITE OR CONTENT, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THIS SITE OR ANY OTHER PERSON OR ENTITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR \$100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THIS SITE. MOREOVER, UNDER NO CIRCUMSTANCES SHALL WE, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL.

WE MAY TERMINATE YOUR FURTHER ACCESS TO THIS SITE OR CHANGE THIS SITE OR DELETE CONTENT OR FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11. JURISDICTIONAL AND VENUE ISSUES

These terms of use shall be governed by and construed in accordance with the laws of the laws relevant to the country within which you live and the courts of that country shall have exclusive jurisdiction and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any action. We make no representation that Content on this Site is appropriate or available for use in any particular location. Those who choose to access this Site do so on their own initiative and are responsible for compliance with all applicable laws including any applicable local laws.

12. AMENDMENT

We reserve the right, in our sole discretion, to change, modify, add or delete portions of these terms of use at any time without notice, and it is your responsibility to review these terms of

use for any changes. Your use of the Site following any amendment of these terms of use will signify and constitute your assent to and acceptance of such revised terms of use.

13. TERMINATION

These terms of use are effective until terminated by either you or us. You may terminate these terms of use at any time by discontinuing use of the Site and destroying all materials obtained from the Site and all related documentation and all copies and installations thereof, whether made under these terms of use or otherwise.

We may immediately terminate these terms of use with respect to you without cause and without notice to you in our sole discretion. Upon termination, you must cease use of the Site and destroy all materials obtained from the Site and all copies thereof, whether made under these terms of use or otherwise.

We have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of users who are repeat infringers of copyright.

The provisions of these terms of use, which by their nature should survive the termination of these terms of use, shall so survive such termination.

14. PRIVACY POLICIES

This Site may solicit Submissions through features or activities. If we solicit and you provide personally identifiable information as part of any Submission, except through a feature or activity that clearly involves the public use or display of personally identifiable information you provide (including where the rules or terms and conditions applicable to games, sweepstakes, contests and promotions so provide), our Privacy Policy applies.

15. GENERAL PROVISIONS

If any provision of these terms of use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions. No waiver of any provision of these terms of use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these terms of use shall not constitute a waiver of such right or provision. In these terms of use, the word "including" is used illustratively, as if followed by the words "but not limited to." **TO THE EXTENT PERMITTED BY APPLICABLE LAW YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR THIS SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.**

If you have any queries you can write to us at:
Cricket Scotland, NCA, Ravelston, Edinburgh, EH4 3NT