# **LEGAL NOTICE**

Revised June 2014

#### Welcome to the websites and applications of Eurosport.

Eurosport is a société par actions simplifiée (simplified joint-stock company) with a capital of €17,181,818.20.

Registered office: 3 rue Gaston et René Caudron, 92798 Issy-les-Moulineaux Cedex 9, France

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Tel: + 33 (0) 1 40 93 80 00 ("Eurosport," "we" or "us").

We host the services accessible from URL based on the following: <a href="www.eurosport.com">www.eurosport.com</a> or <a href="www.eurosportplayer.com">www.eurosportplayer.com</a>.

All other Eurosport services are hosted by our partners or their service providers and are subject to their terms and policies.

#### 1. GENERAL TERMS AND CONDITIONS OF USE

These General Terms and Conditions of Use ("GTCU") govern your access to and use of online public communication services published by Eurosport, i.e. the free and pay-to-use Eurosport sites and applications dedicated to sports information containing editorial, audio, video, multimedia and/or interactive content, competitions and areas for user contributions (comments, discussion forums, etc.) (the "Services"), regardless of the receiver terminal and the medium, format or and technical means to, in or by which the Services are made available to you by Eurosport.

The Services available as of the date of revision of these GTCU are listed in Appendix 1 hereto. The list is indicative only and subject to change: Services may be added, suspended or discontinued at any time without notice.

Your access to and use of the Services is conditional on your acceptance of and compliance with these GTCU. By accessing or using the Services, you unconditionally agree to be bound by these GTCU.

We may revise these GTCU at any time, at our sole discretion, in order to adapt them to changes inherent in new media. You can review the most current version of these GTCU by clicking on the dedicated link on our Services. If you disagree with the revised GTCU, you are free to refrain from accessing and using the Services. By continuing to access or use the Services after revisions to these GTCU, you agree to be bound by the revised GTCU.

Specific terms and conditions may apply to certain Services, such as pay-to-use Services, or competitions. In such case, the specific terms and conditions are supplementary to, and do not exclude the application of, these GTCU.

**Minors:** Since the Services are intended for a wide public, parents and legal guardians of minor children should monitor and supervise their children's use of the Services. Minors are not allowed to use the Services without the consent of their parents or legal guardians. In particular, they must obtain such consent before opening a user account.

# 2. REGISTRATION FOR SERVICES

To access and/or use certain Services, you must register for them by filling in the information required by Eurosport on the registration form.

You represent and warrant that all information you provide to Eurosport upon registration and at all other times will be true, accurate, current and complete that you will not register, or attempt to log in, under the name of another person.

Once you have correctly filled in and submitted the registration form and your registration has been confirmed by Eurosport, you will be able to access most of the Services by logging in with your username and password. The Services to which you will not have access are those which by their nature require further information to be provided (e.g. pay-to-use Services, or competitions).

You will have access, in particular, to the Eurosport community (the "Eurosport Community"), i.e. all users, journalists, presenters and other persons authorised by Eurosport to contribute to the user contribution areas within the Services.

We recommend that you keep your username and password safe and not share them with anyone because the profile thus created determines the rights and obligations of each user, against whom Eurosport will pursue remedies in the event of breach of these GTCU.

Eurosport accounts are meant to be created and used by persons of full age. Minors may create and use a Eurosport account only with the consent and under the supervision of their parents or legal guardians.

Eurosport reserves the right, at any time and without prior notice, to deactivate the account or the access rights of any person who breaches these GTCU.

## Registration for or connection to Eurosport Services via third party services

Alternatively, you can register for and connect to certain Services or certain features of the Services (e.g. comment areas) using your login from a third party service such as Facebook, Twitter, Google or Disqus.

If you wish to access the Services in the above manner, Eurosport will need to create an account associated with the relevant third party service in order to collect certain information about you. The creation of such an account will be subject to your explicit approval, and the account will be governed by our GTCU and by the terms and conditions of use issued by the relevant third party service. No liability can be incurred by Eurosport in this respect.

#### 3. PERSONAL DATA

We respect the privacy of our users. By using the Services, you consent to the collection and use of your personal data in accordance with our <u>Privacy Policy</u>. Please read this policy; it is permanently accessible through a dedicated link on our Services.

In accordance with the applicable regulations, the processing of your personal data has been reported to the Commission Nationale de l'Informatique et des Libertés – CNIL (National Commission for Information Technology and Freedoms) under the simplified reporting procedure known as "norme simplifiée No. 48."

Pursuant to the French Data Protection Act, 6 January 1978, as amended, you have the right to access information about you that is held on a computer, to object to the processing of such information and to have it corrected or deleted.

The simplest way to exercise the above rights is to send us an online request. You can at any time access your personal information, change it or have it deleted by:

- logging in to your account with your username and password and clicking on the "My Profile" link; or
- sending us an email at <a href="hello@eurosport.com">hello@eurosport.com</a>, setting out your request in a manner enabling us to respond effectively to it; or
- clicking on a dedicated hypertext link in the messages we send you.

If you are unable to access, change or delete your personal information by the above procedures, you may make your request by letter to Eurosport, Attention: Service Juridique – Nouveaux Médias, at the address given in the caption of these GTCU,

Your written request should be (i) signed, (ii) accompanied by a photocopy of your passport or other official identity document bearing your signature and (iii) include your reply address. A reply will be sent to you within two months from receipt of your request.

#### 4. SERVICE CONTENT AND INTELLECTUAL PROPERTY

In order to enable information and valuable content ideas to be shared in the best possible way, we must protect the rights of those who are prepared to share their creations with us.

#### 4.1 Our Content

The content we make available to you on or through our Services belongs to Eurosport and/or its licensor partners and is protected by intellectual property rights under the legislation in force and the applicable international conventions.

You are not allowed to reproduce, copy, sell, modify, re-edit, communicate, distribute or use, in any way whatsoever, the content of the Services (including, but not limited to, logos, service marks, trade names, photographs, illustrations, videos, articles and associated code and software), in whole or in part, otherwise than as provided for in these GTCU, without our express prior written consent.

You may view and use the Services and print out single copies of pages or sections for your own personal, non-commercial use only.

We accept redirect links to the Services, but reserve the right to require their deletion if necessary.

You may not frame any of the content of the Services, or incorporate into another website, application, online service or audiovisual service any of the content featured within the Services, whether owned by Eurosport or its partners.

You may privately share certain content by using the share features available via the Services.

No other use is permitted without our express prior written consent. To seek such consent, please see the contract form available via les Services.

# 4.2 Your contributions

We give you the possibility to react to posts and interact with others within the user contribution areas featured on our Services.

We encourage you to enrich the content of the Services by posting your reactions to all types of content: articles, online columns, blogs, live chats, comments, etc. These reactions may be in the form of opinions, additional information, suggestions, questions, etc. If you participate, you must do so in a constructive manner respectful of all.

You need to be a registered user to access and participate in the Eurosport Community.

The Eurosport Community consists of registered users and a panel of journalists and presenters accredited by Eurosport to contribute on the Services. Interventions by the journalists and presenters will be identified as such.

We endeavour to provide reliable content, but we cannot guarantee that the content is free of inaccuracies or omissions. That is why we welcome comments and additional information from users.

To enable everyone to exchange views in a free and friendly manner, you should comply with the principles set out below. Any post not complying with such principles may be deleted by us without further substantiation.

## • Be polite and respectful

Everyone is entitled to an opinion but must respect the opinions of others. Avoid losing your temper with, making fun of or attacking any other member of the Eurosport Community.

## Express yourself clearly and legibly

Don't write in capital letters as this is construed as shouting, and other users could perceive your remarks as aggressive.

Don't use abbreviations, onomatopoeia, excessive punctuation or SMS language in your messages.

Avoid posting messages exceeding 1,000 characters.

Lastly, bear in mind that careful spelling and grammar make for easier reading.

#### Avoid disclosing personal information

Our Services are open online media accessible to all. We therefore recommend that you do not disclose your true identity or make your personal contact details publicly available.

# Abide by the applicable laws and regulations and respect the personal rights of individuals

You are **strictly prohibited** from submitting any materials:

- o that are offensive, rude, aggressive, disrespectful or threatening;
- o that are of a pornographic, paedophile or violent nature;
- o that by their nature are likely to invade privacy or undermine respect for persons and human dignity, equal rights of men and women or the welfare of children and adolescents;
- that contain third party content that is subject to any copyright, trademark or other intellectual property protections or proprietary rights, including any rights of confidentiality, privacy or publicity, unless you have permission from the third party to post such content;
- o that incite racial hatred, discrimination or violence or promote racism, xenophobia, sexism, homophobia or revisionism;
- o that are libellous or defamatory;
- o that contain viruses or other malicious code designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- o that encourage the use of drugs, alcohol or tobacco.

In addition, we reserve the right to delete:

- o materials posted for advertising or promotional purposes;
- o off-topic messages;
- $\circ \qquad \text{texts reproduced without citing their source; and} \\$
- o any hypertext link to a destination that might create liability for us.

You are solely responsible for all materials that you post on the Services and for all activities that occur under your login.

Given the global nature of the Internet, you agree to comply with the rules of the jurisdiction in which you publish any content whatsoever. Accordingly, you agree to comply with the laws and regulations on content publication that apply in France and in addition, if applicable, those that apply in your country of residence.

## Reporting abuse

As the host of websites featuring user contribution areas, we have no general duty to screen, monitor or edit the content posted by users of those areas. Posts are published immediately, without prior review by us. Consequently, users who find any post injurious, offensive or inappropriate are encouraged to report it to us

by clicking on the "Report" link accompanying the post, whereupon we may remove the post and place a temporary or permanent ban on the poster's account.

The holders of accounts that have been recently created or from which a ban has been lifted have restricted rights in a first stage.

If you consider that a contribution posted by you has been removed without good cause, you can contact us by email at hello@eurosport.com.

Lastly, if we have removed a contribution posted by you and/or placed a ban on your account, there is no use in trying to get around the situation by re-posting the same contribution or creating serial accounts: any attempted "flooding", "trolling", creation of duplicate threads or usurpation of accounts will be systematically blocked.

#### **Animation of the Eurosport Community**

Our animation team consists of Eurosport-accredited journalists and presenters, whose role is to enhance the most relevant contributions and to answer some of your questions.

If you have any questions about content moderation or the functioning of the Services, or ideas for improvement, or have encountered any problem or wish to make any remarks, please do not hesitate to contact us at <a href="hello@eurosport.com">hello@eurosport.com</a>.

## Removal or correction of your contributions at your request

You can at any time ask us to remove or correct one or more of your contributions by sending us an email at <a href="mailto:hello@eurosport.com">hello@eurosport.com</a>, specifying the address of the article, the screen name used, the date and time of publication and, where applicable, the desired correction.

#### Licence

By reacting in the user contribution areas, you authorise Eurosport to publish your contributions within the Services and to use them in the manner described in these GTCU.

As regards any content you decide to transmit by any means to or through the Services, you grant Eurosport a non-exclusive, royalty-free licence to reproduce, display, adapt and translate your content, in whole or in part, solely for the purposes of promoting Eurosport's business and/or the Services.

This licence is granted worldwide, for all forms of exploitation in all media and by all means of dissemination now known or hereafter devised, and for the full legal term of copyright (including any renewals and extensions).

You represent and warrant that you have all the rights, power and authority necessary to grant the above licence.

# 5. LIABILITY AND WARRANTIES

Given the international dimension of the Internet network, we remind you that you must comply with all mandatory and public policy rules applying in your country of residence.

## **Our Services**

You acknowledge and agree that your use of the Services, including all materials and information obtained via the Services, is at your own risk. Eurosport will not be liable for any direct or indirect loss or damage arising from or in connection with your use of the Services.

Although we make every effort to offer high-quality, interesting and user-friendly Services, we cannot guarantee user satisfaction.

Our Services are made available "as is" without any warranty as to their accessibility, functionality or availability.

We do not warrant that the information available on or accessible from our Services is accurate or error-free or that the Services or the server that makes them available are free of viruses or other harmful components.

We are not responsible for the operation of software downloaded via the Services and cannot be held liable for any technical problems preventing the downloading of such software.

If you download material via the Services, you do so at your own risk, and Eurosport is not liable for any damage to or loss of data stored on your computer or other receiver terminal. It is your responsibility to take all appropriate measures to protect your hardware, data and software from being affected by any computer viruses circulating via the Internet network.

Our liability for breach of any of our obligations under these GTCU is limited to damages for direct, personal and actual loss or damage, to the exclusion of damages for indirect or consequential loss or damage, including, but not limited to, financial loss, business interruption, loss of profit or income, loss of business or loss of data).

## Third party services

The providers of third party services offered through the Services are solely responsible for their services and the content thereof. For instance:

- Products supplied and/or services provided by third parties in return for payment: We will have no responsibility or liability in connection with any disputes arising you and any third party merchants with whom you choose to do business. Such merchants are solely responsible for compliance with all laws and regulations applying to the products and/or services they offer to users of the Services, including, but not limited to, laws and regulations on distance selling; consumer protection; false or misleading advertising; pricing; and product conformity. You should check and comply with the terms and conditions of sale and/or use of the relevant third party products or services.
- <u>Competitions</u>: You can access competitions offered by third parties via our Services. You should check and comply with the rules of each individual competition. Eurosport will not be involved in any claims, complaints, proceedings or disputes relating to competitions run by third parties.
- <u>Advertisers and external links</u>: We are not responsible for and make no representations or warranties as to the quality, performance or suitability of any goods or services supplied or provided by advertisers on our Services or other services to which we provide a link.

## Your contributions

You represent and warrant to Eurosport that before posting content to user contribution areas, you will ensure that the content does not violate the applicable law and, in particular,

- does not infringe third party intellectual property rights;
- does not cause harm to individuals or invade their privacy; and
- is not contrary to public policy or morality.

Accordingly, you warrant and represent that you hold all necessary rights and/or permissions from the rights holders, and agree to indemnify and hold harmless Eurosport from and against any claim or action brought by a third party in this respect.

More generally, you agree to indemnify and hold harmless Eurosport from and against any demands, claims, actions and/or awards of damages that may be brought or made against Eurosport as a result of breach by you of these GTCU and/or any other additional and/or specific terms and conditions of Services that may apply to you.

#### 6. JURISDICTION AND GOVERNING LAW

These GTCU shall be governed by and construed in accordance with French law. Any disagreement or dispute that is unable to be resolved amicably shall be referred to the courts of competent jurisdiction.

# APPENDIX 1 LIST OF SERVICES PUBLISHED BY EUROSPORT

## Free sports information sites:

http://www.eurosport.fr/

http://www.eurosport.ru/

http://www.eurosport.se/

http://tr.eurosport.com/

http://asia.eurosport.com/

http://au.eurosport.com/

http://arabia.eurosport.com

http://eg.eurosport.com

http://sa.eurosport.com

http://eurosport.du.ae/

http://eurosport.qq.com/

http://www.eurosport.onet.pl/

http://de.eurosport.yahoo.com/

http://es.eurosport.yahoo.com/

http://it.eurosport.yahoo.com/

http://uk.eurosport.yahoo.com/

# Free sports information sites accessible vile mobile web:

http://m.eurosport.se

http://m.eurosport.ru

http://m.eurosport.pl

http://m.eurosport.fr

http://m.eurosport.es

http://m.eurosport.de

http://m.eurosport.com

http://m.eurosport.co.uk

http://m.eurosport-it.com

## Free sports statistical information sites:

http://arabia.livescore.eurosport.com

http://tr.livescore.eurosport.com

http://se.livescore.eurosport.com

http://ru.livescore.eurosport.com

http://pl.livescore.eurosport.com

http://livescore.eurosport.com

http://it.livescore.eurosport.com

http://fr.livescore.eurosport.com

http://es.livescore.eurosport.com

http://de.livescore.eurosport.com

http://cn.livescore.eurosport.com

http://ar.livescore.eurosport.com

# Free sports programme information sites:

http://tv.eurosport.se

http://tv.sb.eurosport.com

http://tv.it.eurosport.com

http://tv.eurosport.ru

http://tv.eurosport.ro

http://tv.eurosport.pt

http://tv.eurosport.pl

http://tv.eurosport.no

http://tv.eurosport.nl

http://tv.eurosport.hu

http://tv.eurosport.fr

http://tv.eurosport.fi

http://tv.eurosport.es

http://tv.eurosport.dk

http://tv.eurosport.de

http://tv.eurosport.cz

http://tv.eurosport.com

http://tv.eurosport.co.uk

http://tv.eurosport.bg

http://tv.au.eurosport.com

http://tv.asia.eurosport.com

# **Pay-to-use Eurosport Player sites:**

http://www.eurosportplayer.se

http://www.eurosportplayer.ro

http://www.eurosportplayer.pl

http://www.eurosportplayer.nl

http://www.eurosportplayer.fr

http://www.eurosportplayer.fi

http://www.eurosportplayer.es

http://www.eurosportplayer.dk

http://www.eurosportplayer.de

http://www.eurosportplayer.cz

inttp://www.eurosportplayer.cz

http://www.eurosportplayer.com http://www.eurosportplayer.no

http://www.eurosportplayer.it

http://www.eurosportplayer.co.uk

## Free and/or pay-to-use mobile applications:

Eurosport.com accessible on iOS, Android and BlackBerry

Eurosport LiveScore accessible on iOS

RugbyRama accessible on iOS

Eurosport Player accessible on iOS and Android

# Existing or upcoming free and/or pay-to-use connected TV applications:

Eurosport VOD on Panasonic Viera TV

Eurosport Player on Panasonic Viera TV

Eurosport Player on LG TV

**Eurosport Player on Xbox** 

Eurosport on HBBTV in France and Germany