

TERMS AND CONDITIONS OF USE

Please carefully read these Terms and Conditions and Privacy Policy as they govern your use of the website and associated correspondence ("Site"). As a condition of use of the Site you agree to the Terms and Conditions of the Site by your use of or registration at www.nrlfanforum.com. By using the Site you agree to follow and be bound by these terms and conditions of use and the NRL's Privacy Policy. If you do not agree to these Terms and Conditions and Privacy Policy do not use the Site or access or browse the Site. This agreement contains disclaimers that limit our liability to you.

You agree that the NRL reserves the right at any time and without notice to revise, modify, update or change these Terms and Conditions which will be effective once published on this Site ('the Effective Date'). You agree that you accept and are bound by any revision modification update or change to the Terms and Conditions upon your use of the Site after the Effective Date. We recommend you regularly review these Terms and Conditions from time to time.

Site Ownership

The Site is owned and operated by the National Rugby League Ltd ('NRL') ABN 23 082 088 962 of Rugby League Central, Driver Avenue, Moore Park NSW 1363. Telephone (02) 9359 8500. Facsimile (2) 9359 8508. The NRL authorises Futures Sport + Entertainment to manage the Site on its behalf.

Legal Capacity To Transact

By accepting these Terms and Conditions you declare that you are over the age of eighteen (18) years. If you are under the age eighteen (18) years ("Minor") you cannot apply for membership to the website. The NRL accepts no liability in respect to falsification of age.

Employees (and their immediate families) of the NRL, NRL Clubs and agencies associated with this Site are ineligible to register. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent.

Use of Site by You

You agree to only use the Site for purposes permitted by these Terms and Conditions.

You acknowledge your use of the Site is pursuant to a personal non-transferable and non-exclusive right and limited license only to use the information, data, text, software illustrations, photos, audio, video, trademarks and any combination of these or other Material (the Material) published on the Site as a member of the Community and to post comments, ideas, participate in surveys, join online discussions or provide any other material to the Site.

You agree to use the Site only for your non-commercial and personal use.

Unauthorised use of the Site and the Material is strictly prohibited and you acknowledge that unauthorized use may infringe the NRL's or its licensors intellectual property rights in the Material.

No commercial re-use of the site

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You acknowledge that nothing in these Terms and Conditions confers on you in any manner any title or ownership of or exclusive use rights to any IP Right.

You will not copy, distribute, republish, upload, post or transmit in any way the Material without the prior written consent of the NRL. Without limiting the generality of the above you may not:

- archive the Material or any part of it;
- form a database electronically or otherwise by storing or downloading the Material;
- republish the Material;
- whether expressly or by implication link to the Site including linking in any way which frames the Site, replicates the Site, or misleads any person regarding any association with the Site or any association with the NRL.

You acknowledge the Trade Marks used on the Site are trademarks owned by the NRL or licensed to the NRL and owned by a third party. Use of the Site should not be construed as granting any licence to use any trademark without the prior written consent of the NRL or the owner of the Trademark.

Without compliance to these terms and conditions, the NRL may pursue legal action to reclaim damages.

User Policy

You are responsible for all Content you upload post email and submit to the Site.

You warrant and agree that you must not and you are prohibited from using the Site directly or indirectly:

- for any activity which is in breach of any law or is unlawful or in breach of these Terms and Conditions;
- to post or transmit any information or data, text, files, links, software or any other material the NRL considers to be or may deem to be in breach of any intellectual property, privacy, publicity or other rights, or which is obscene, derogatory, fraudulent, indecent, harmful, harassing, threatening, abusive, defamatory, vulgar, pornographic, sexually inappropriate, hateful, ethnically, racially or otherwise objectionable, unsuitable for publication or which offends any person or which prevents any other user from using or enjoying the Site, or which threatens the NRL's relationship with its customers, suppliers or partners;
- to post submissions on the Site that damages or may damage the image of the NRL, other users or third parties;
- act in a manner that negatively affects the Site;

- by using any dialogue or act in any manner that negatively affects the other members or participants to the site;
- posting material which is false misleading or deceptive in any way.

You are prohibited from:

- using the Site directly or indirectly or use any Service Provider on the Site to conduct surveys, contests, send spam, junk email, direct marketing communications, promotional materials or linking to any unauthorized or unsolicited advertising, or any other duplicative or unsolicited messages commercial or otherwise;
- tampering with or making any modifications to the Site or hinder the operation of the Site;
- knowingly transmit any virus or any other disabling feature to the Site;
- creating any frames at any other Sites pertaining to any portions of this Site;
- posting or transmitting any executable programming of any kind, including trojan horses, viruses, spyware or any other form of computer programming or any other disabling feature to the Site;
- submitting for posting any material that in any way may or will infringe violate or plagiarise upon the rights of any third party, including copyright, trademark, privacy, personal or proprietary or moral rights;
- disrupting the normal flow of the site;
- transmitting any sensitive personally identifiable information including but not limited to information about yourself, others, or information including information about political opinions, religious beliefs, ethnic origin, racial origin, racist opinions or remarks, philosophical beliefs, financial information, bank accounts, credit card details, centrelink information, tax information, health or medical conditions, or any other information that is personal and sensitive;
- impersonating any person or entity;
- creating a false identity;
- knowingly provide registration information that is not truthful;
- gaining access to the site using another person's name or entity;
- gaining unauthorized access to the Site;
- collecting information about others without their consent including email addresses; and / or
- engaging in any other conduct the NRL considers in its sole and absolute discretion is a breach of these Terms and Conditions or is otherwise inappropriate conduct for use of the Site.

Material Submitted By You

You grant to the NRL its affiliates and sub licensees a worldwide royalty free non-exclusive perpetual fully paid up irrevocable licence to use, distribute, reproduce, publish, translate, modify, adapt, publicly perform, prepare derivative works, combine with other works, alter, distribute copies, publicly display and to incorporate such into other works in any format or medium now known or later developed, licence any ideas and all rights therein and exploit all intellectual property rights in any Material submitted by you or made available by you for inclusion on the Site in perpetuity without restriction in the name of the NRL, or its designees worldwide in any and all media now or hereafter known, and without modification and without any consideration to you or making any further payment to you or permission or notification to you or any third party and without seeking any further approval from you including publishing your Material in the electronic media, or hard copy publications, or in advertising or using your Material for promotional material and permitting

others to do any of these including when such others or the NRL receive remuneration or payment for using your Material in any way.

Your Material and all Content includes but is not limited to your remarks, suggestions, comments, recordings, images, documents, proposals, ideas, expression of ideas, graphics, audio, video, photographs, or other materials you submit.

You agree the NRL has the right to and authorise the NRL to edit, modify, amend or adapt, or otherwise change your Material.

Your Material becomes the property of the NRL without any obligation to you and you are not entitled to any compensation or remuneration or reimbursement of any kind from the NRL under any circumstances.

You waive all moral rights in your Material and consent to the NRL doing anything to your Material which would otherwise be a breach of your moral rights.

You agree that by submitting your Material the NRL is not under any obligation of confidentiality express or implied and that your Material does not contain any confidential or proprietary information.

The submission of your Material is voluntary gratuitous and non committal.

The NRL has no obligation to develop or use any of your ideas.

The NRL is not liable to you for the use or exploitation by anyone else of your ideas.

You acknowledge the NRL may directly or indirectly be working on the same or any similar idea as submitted by you to the Site at any time.

You irrevocably release and forever discharge the NRL its affiliates and subsidiaries from all actions, claims, damages, liabilities and demands whether absolute contingent and of any nature whatsoever, which you may have now or at any time hereafter, or may have against the NRL its affiliates and subsidiaries with respect to any of your Material including any ideas.

You represent and warrant:

All submissions to the Site by you are owned or controlled by you or all of the rights to the content submitted are owned or controlled by you.

If the content submitted is not owned by you, you have received and obtained permission from the owner of the content to submit the information to the site to be used in accordance with these Terms and Conditions.

You will obtain prior consent from any person or property that appears in your Material.

You will obtain full prior consent from any person who has jointly created or has any rights in your Material, to the uses and terms herein.

Your Material shall not contain viruses or cause injury or harm to any person or entity; and you will comply with all applicable laws and regulations, including without limitation, those governing

copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, you agree to indemnify the NRL for any breach of the above terms.

Right To Publish, Use And Acknowledgement

The NRL reserves the right to:

- decline to publish your Material or remove any of it in its absolute discretion it considers to be inappropriate for any reason;
- contact you about a submission you have made to the Site, including any content you provide;
- where you have specifically consented to be contacted for these purposes, to send you direct marketing by telephone, post or electronically about special offers and current or new products or services;
- where you have given us permission, to pass your information to carefully selected organisations to allow them to tell you about their special offers and current or new products or services;
- establish practices and limits for the upgrading of your Material to the Site;
- monitor the use of the Site by you;
- store and disclose any information collected to ensure your compliance of these Terms and Conditions;
- review your submissions to ensure your compliance with these Terms and Conditions.

You agree the NRL may store any of your Material at its discretion and that the NRL has no responsibility to you or liability to you for the failure to store or for the deletion of any Material submitted by you to the Site.

The NRL has the right to destroy remove delete retain or use any of your Material.

The NRL is not obligated to return any Material to you.

Moderation

The NRL will take no responsibility for any comments posted by users. Comments posted on the Site will not be pre-moderated (with the exception of some filtering for offensive terms). The NRL will endeavour to remove any offensive or inappropriate comments at the first available opportunity. As such, the NRL reserves the right to remove any comment or discussion thread deemed to be offensive or inappropriate.

Access To The Site And Modifications To The Site

Any cost associated with accessing the Site is at your expense and your responsibility and is dependent on the Internet service provider used by you.

Your access to the Site may be revoked or denied at anytime by the NRL at its sole discretion with or without cause.

If the Site is not available at any time for any period the NRL will not be liable to you for any reason.

The NRL may at any time and reserves the right to at any time and from time to time to modify or discontinue temporarily or permanently the Site or any part thereof (with or without notice).

If the Site is interfered with in any way or is not capable of being conducted as reasonably anticipated, due to any reason beyond the reasonable control of the NRL, including but not limited to technical difficulties or failure, computer virus, unauthorised intervention or fraud, tampering, or any other cause beyond the control of the NRL, the NRL reserves the right, in its sole discretion, to the fullest extent permitted by law to disqualify any participant to the Site or subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Site as appropriate.

You agree the NRL will not be liable to you or to any third party for any such modification suspension or discontinuance of the Site.

You acknowledge that the use of the Site by you and any other associated Services may be subject to interruption or delay. Due to the nature of the Internet and mobile network communications the NRL and its service providers do not make any warranty that the Site or services will be error free, without interruption or delay or free from defects in design or engineering.

The compatibility of the Site is not guaranteed for all software or hardware users.

The NRL will not be responsible for any:

- malfunction, delay, or traffic congestion on any telephone network or line, computer on line system, servers or providers, computer equipment software or website;
- failure of any Material to be received by the NRL from you or any participant to the Site;
- injury or damage to any participant or any other person related to or from participation to the Site or downloading any materials from the Site;
- for typographical, technical, or descriptive errors in the Site or for products or services as they appear on the Site or for any other information.

The NRL does not control the Content Material posted to the Site and does not guarantee the accuracy quality or integrity of such Content.

By reason of the use / misuse of the site by other you may be exposed to Content which is objectionable indecent or offensive and for which you acknowledge the NRL is not liable in any way.

Links To Other Sites

You acknowledge:

- the Site may contain links to other websites and the inclusion of any link does not imply endorsement by the NRL of other websites;
- the NRL does not have control over other websites or the material or the content of other websites;
- the NRL makes no representations concerning any other websites you have access to through the Site or their content;
- any queries you may have of other websites to which the Site is linked are to be directed to the owner and operator of the other website.

Termination Of Your Use Of Site

Notwithstanding anything contained in these Terms and Conditions you agree the NRL reserves the right to cancel, limit or disable your membership from the Site without notice if:

- the NRL reasonably believes that you or someone authorised by you is in breach or violation of any of these Terms and Conditions;
- considered necessary by the NRL due to technical or security issues;
- there is a prolonged inactivity on the Site by you;
- you engage in fraudulent or illegal activity on the Site;
- required by law or any regulatory authority;
- the NRL discontinues the Site; or
- the NRL considers it necessary at its sole discretion.

The NRL is not required to provide any reasons for its decision to limit, suspend, terminate or cancel or disable your membership or discontinue the Site.

Upon termination you will be restricted from accessing the Site, participating in the Site and submitting any Material.

You agree that all terminations and limitations of access and suspensions for cause shall be made in the NRL's sole discretion and that the NRL shall not be liable to you or any third party for any termination and access to the Site.

Termination includes removal of access to any part of the site, deletion of your password and all related information, files and content associated with your user account, or any part thereof, and barring of further use of all or part of the Site or any the NRL other related Sites.

Termination By You

If you no longer wish to participate in the NRL Fan Forum fan community, you can opt-out at any time by unsubscribing from the Panel. This can be done by using the unsubscribe button on the My Profile page. Alternatively you can send an unsubscribe message through the "Contact Us" page. Once you have unsubscribed from NRL Fan Forum you will not be able to log in and will not receive any further emails from the community. Responses to surveys will remain in the community and personal information can be deleted if requested to do so (via the "Contact Us" page).

If you have any queries or requests, please contact us via the "Contact Us" page on our website.

Indemnity

To the maximum extent permitted by law, you agree to indemnify and hold the NRL and its subsidiaries, affiliates, officers, agents, employees, partners, representatives, third party providers and licensors harmless from any damage, loss, or expense, claim or demand including legal fees by any third party due to or arising out of any material submitted by you, or otherwise made available through the Site, your use of the Site or its use by any person on your behalf, your connection to the Site, your violation of any of the Terms and Conditions or your violations of any rights of another. For the purposes of this clause Site includes any linked sites. If you have to indemnify the NRL pursuant to this clause, the NRL will have the right to control the defence, settlement, and resolution of any Claim at your sole expense. You may not settle or otherwise resolve any Claim without express written permission from the NRL.

Disclaimer

You expressly understand and agree that:-

- your use of the Site is at your sole risk and to the maximum extent permitted by any applicable law, the NRL, its subsidiaries, affiliates, officers, employees, agents, partners and licensors expressly disclaim all warranties of any kind and whether express or implied including but not limited to conditions implied by law of satisfactory quality, fitness for a particular purpose and the use of reasonable care and skill which but for these terms and conditions might have effect in relation to the Site;
- any material downloaded or otherwise obtained through the use of the Site is accessed at your own discretion and risk and you will be solely responsible for and hereby waive any and all claims and causes or action with respect to any damage to your computer system, internet access, download or display devise or loss or data that results from the download of any such material or on account of your access to, your use of or browsing of the Site or any website linked to the Site;
- no advice or information whether oral or written obtained by you from the NRL or through or from the NRL Site or software shall create any warranty not expressly stated in the terms and conditions;
- a small percentage of users may experience epileptic seizures when exposed to certain light patterns or backgrounds on a computer screen while using the Site, certain conditions may induce previously undetected epileptic symptoms even in users who have no history of prior seizures or epilepsy. If you are or anyone in your family has an epileptic condition consult your doctor prior to using the Site. Immediately discontinue use of the Site and consult your doctor if you experience any of the following symptoms while using the Site, dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement or convulsion.

Liability

Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the Competition and Consumer Act 2010 (Cth) or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, you release the NRL (including its respective officers, employees and agents) from and grants indemnity against all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way from the Site or the operation of the Site.

Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the NRL (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the control of the NRL; (b) any theft, unauthorised access or third party interference; (c) any submission of Material by you that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the NRL) due to any reason beyond the reasonable control of the NRL.

NRL Privacy Policy

Registration data and certain other information about you that the NRL collect and stores from the Site is subject to the NRL's privacy policy.

Certain information about you including registration data and other information about you is subject to the NRL's privacy policy, a copy of which can be found at;

http://www.playrugbyleague.com.au/wp-content/uploads/2013/12/NRL-Privacy-Policy-22-10-13-FINAL_SF-Format.pdf

General

These Terms and Conditions will be binding upon you and your successors and permitted assigns, and governed by and construed in accordance with the laws of Australia without reference to conflict of law principles.

These Terms and Conditions will not be assignable or transferable by you without the prior written consent of the NRL.

These Terms and Conditions (including all of the policies and other Agreements described in this Terms and Conditions, which are hereby incorporated herein by this reference) contain the entire understanding of the parties regarding its subject matter, and supersede all prior and contemporaneous agreements and understandings between the parties regarding its subject matter.

If you use or browse another site hosted by the NRL or its affiliates you may be subject to alternative terms and conditions of use, as may be specified on such site and you acknowledge you will also be bound by the terms and conditions of use applicable to that site.

No failure or delay by a party in exercising any right, power or privilege under these Terms and Conditions will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

You and the NRL are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by these Terms and Conditions.

The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision of these Terms and Conditions, all of which will remain in full force and effect.