

Company Details

Name	Job Title
Company	
Address	Telephone
	Email
	Web

**Subscription Rates** All rates are for a one-year subscription and are subject to Sportcal's standard conditions of supply

Publications

\*free with a subscription to Sportcal's online services

\*\*Plus p&p per item; Standard Mail UK £10, Europe £15, Rest of World £25 Courier UK £15, Europe £30, Rest of World £50

Publications		Price	Postage	Quantity	Total
Sportcal Magazine Annual Subscription	4 Copies	£95*	Free		
Major Sports Event Guide 2011 **	Free to Premium Subscribers	£495			
Global Sports Media Yearbook 2010**	Premium Subscribers	£495			
	Non Subscribers	£795			

Subscription Rates				
	Main License	Extra User	Extra Users	Total
<b>Corporate Packages</b>	(All Corporate Packages include the Full Service)			
25 Licenses	£11,495	£345		
10 Licenses	£6,795	£425		
Corporate 5 Licenses	£4,695	£465		
<b>Premium Services</b>	(All Premium Services include Sports Market Service) (Full Service includes Sports Market, TV & Digital, Sponsorship & Events)			
Full Service	£2,625	£525		
2 Premium Services	£2,325	£465		
TV & Digital	£2,065	£425		
Sponsorship	£1,625	£345		
Events	£1,425	£285		
<b>Sports Market Service</b>	(Includes News, Calendar and Directory)			
Sports Market Service	£895	£225		
All prices quoted are in Pounds Sterling. Euro and Dollar prices are available on request			Subtotal £	
VAT at 20% for UK Companies Only			VAT (UK) £	
EU Companies (except UK) must supply VAT/TVA/BTW/MOMS/MVST/IVAIFPA number to avoid paying tax: .....			Total £	

I hereby agree and acknowledge the Standard Conditions of Supply

Signature	Date
-----------	------

Method of Payment

<input type="checkbox"/> 1. Credit Card (VISA/Mastercard/Amex) Number:	Expiry Date	Security Code
<input type="checkbox"/> 2. A cheque made payable to <b>Sportcal Global Communications Limited</b> Allington House, 25 High Street, Wimbledon Village, London SW19 5DX UK		
<input type="checkbox"/> 3. Bank wire transfer		

# STANDARD CONDITIONS OF SUPPLY

## Sportcal

### 1. General

- 1.1 Services (referred to as "Services" and defined in condition 1.2 in these conditions of supply) are supplied by Sportcal Global Communications Limited and its subsidiary and associated companies (together the "Company") to Customers of the Company ("the Customer") on the following general terms which supersede and cancel all previous conditions of supply.
- 1.2 The websites (referred to as the "Websites" in these conditions of supply) are the Websites developed and operated by the Company with the domain names sportcal.com and thesportsmarket.com, and which shall include the sports calendar database, the sports sponsorship database, the sports broadcasting database, the sports industry directory database, the sports industry news database, the bidding database and all other databases featured on the Websites (together the "Databases") and related services (the "Services").
- 1.3 The terms of any agreement entered into by the Company for the supply of Services to a Customer shall consist of these conditions and any such agreement shall supersede all previous discussions, negotiations, letters and agreements in relation to the supply of such Services.
- 1.4 The Customer must provide its full name, a valid e-mail address and any other information requested by the Company to order Services by either completing a subscription form (either online when registering on the Websites or in hard copy where the customer is at a conference or other event) or when ordering services by telephone. After the Customer has provided the information referred to in this condition or completed a subscription form (as the case may be):-

(a) the Company will either:-

(i) send to the Customer an e-mail including a rate card setting out the price for the Services. The Customer shall email its response to the Company specifying the number of users and the Services which the Customer requires at the prices specified in the rate card. This email shall constitute an offer to the Company to buy the Services on these terms and conditions. On receipt of this e-mail from the Customer and subject to receipt by the Company in cleared funds of the fee, the Company will set up an account for the Customer and send to the Customer an e-mail confirming that the Customer's account has been set up and providing the Customer with user names and passwords for each Authorised User (as defined in condition 2.1). The contract between the Company and the Customer will only be formed when the Company sends the confirmation to the Customer; or

(ii) send or provide to the Customer a hard copy media pack including a rate card and an order form. The Customer shall then complete the order form specifying the number users and the Services which the Customer requires at the prices specified in the rate card and return the signed order form to the Company. On receipt of the duly signed order form from the Customer and subject to receipt by the Company in cleared funds of the fee, the Company will set up an account for the Customer and send to the Customer an e-mail confirming that the Customer's account has been set up and providing the Customer with user names and passwords for each Authorised User (as defined in condition 2.1). The contract between the Company and the Customer will only be formed when the Company sends the confirmation to the Customer;

- (b) or the Customer may proceed to order the Services online (where this facility is available) by specifying the number of users and the Services which the Customer requires at the prices specified on the Websites. Once the Customer has specified the Services and number of users it requires via the Websites, and subject to receipt by the Company in cleared funds of the fee, the Company will set up an account for the Customer and send to the Customer an e-mail confirming that the Customer's account has been set up and providing the Customer with user names and passwords for each Authorised User (as defined in condition 2.1). The contract between the Company and the Customer will only be formed when the Company sends the confirmation to the Customer.

The Customer accepts that the Services are to be delivered by the Company by the entry into by the Customer of a binding agreement for the supply of such services on these terms and conditions and that the contract between the Customer and the Company shall be formed in accordance with either 1.4 (a) or 1.4 (b).

- 1.5 For the purposes of these terms and conditions, there shall be incorporated into them an agreement by the Customer to pay the fee referred to in condition 4.

### 2. Subscriptions / Acceptable Use

- 2.1 Each subscription shall be made by application through submission of either an online subscription form by the Customer or a paper-based order form in accordance with condition 1.4. Each subscription shall permit solely the person(s) expressly named in the online subscription application form or the order form and subsequent invoice ("Authorised User(s)") to access the Websites, Databases and Services for so long as the Customer remains a subscriber to the same and by Authorised Users such person(s) remain employed by the Customer. The Customer will be issued with the appropriate number of user names and passwords to permit appropriate access to the Websites, Database and Services by Authorised Users. The Customer agrees to inform the Company immediately upon any of the Authorised Users leaving the employment of the Customer in order for the Company to revoke such Authorised Users' passwords and usernames and the Customer shall further be responsible for ensuring that such persons do not access the Websites, Databases and Services using any of the Customer's usernames or passwords thereafter. No further persons shall be permitted access to the Websites, Databases and Services and without limitation the following are prohibited under the subscription :

- (a) any person in addition to the Authorised Users sharing a single user name and password;
- (b) any part of the Websites, Databases or Services being accessed by individuals who are not Authorised Users (such individuals are defined hereafter as "Non-Subscribers"); and/or
- (c) access through a single user name and password being made available to multiple users on a network;
- (d) any person to whom a password or username has been validly issued accessing the Websites, Databases or Services with a view to copying, adapting, compiling or digesting all or part of the same with a view to (i) creating an internal information service that is available to Non-Subscribers across a network; (ii) creating a news or information service that is made available or distributed to Non-Subscribers by email, on an Intranet, a network, any electronic storage device or in hard copy format; (iii) forwarding, emailing or faxing records or news stories to Non-Subscribers.

The Customer agrees not to carry out or permit anybody else to carry out any of the prohibited acts set out in (a) to (d) above (the "Prohibited Acts") and will take all reasonable steps to ensure that nobody apart from any Authorised Users access the Websites, Databases or Services. The Customer is responsible for safeguarding the security of usernames and passwords provided to Authorised Users and agrees that it will be liable for any use of the same by Non-Subscribers or any additional fees, charges or costs that may be due to Sportcal arising from (i) any unauthorised accessing or distribution of the Websites, Databases or Services (or any part thereof) by use of any username and password; or (ii) any of the Prohibited Acts carried using any username and password.

Without prejudice to the foregoing, Customers are not permitted to allow their suppliers, agents, consultants or other third parties to use passwords or usernames that are not specifically assigned to them by the Company (i.e. unless they are Authorised Users).

# STANDARD CONDITIONS OF SUPPLY

## Sportcal

- 3. Term**
- 3.1 Subject to condition 11, the subscription shall be for an initial period of one year commencing on the date that the Company issues the Customer with the relevant user names and passwords to enable the Customer to access the Websites, Databases and/or Services.
- 3.2 Unless either party shall have given the other not less than three months written notice of termination (such notice not to expire before then end of the initial period), this agreement shall continue in force on the same terms and conditions as are herein contained for further consecutive periods of one year subject to agreement as to price for the provision of the Services in respect of each such additional period of one year.
- 4. Fee**
- 4.1 The fee payable by the Customer shall be the fee quoted in writing by the Company for the Services to be supplied. All are exclusive of V.A.T. or any other tax, surcharge or impost imposed by any competent authority upon or in relation to the supply of any Services subject to these conditions which shall be determined as at the date of supply of the Services and shall be payable by the Customer.
- 4.2 The Company may invoice the Customer for the fee for the Services prior to issuing the confirmation e-mail to the Customer in accordance with condition 1.4, and annually after that. The Customer shall pay the fee in accordance with condition 5.1.
- 4.3 The parties agree that the Company may review and increase the fee provided that the fee cannot be increased more than once in any twelve (12) month period. The Company will give the Customer written notice of any such increase one (1) month before the proposed date of the increase. If such increase is not acceptable to the Customer, it may terminate the Contract in accordance with condition 3.2.
- 5. Payment Conditions**
- 5.1 Unless otherwise agreed in writing payment shall be made by the Customer within 30 days of the date of the Company's invoice for the Services. If neither party has served notice to terminate this agreement in accordance with condition 3.2, or condition 11 in the case of the Company only, the Company may invoice for any additional period 30 days in advance of that period. Time for payment shall be of the essence.
- 5.2 The Customer shall not be entitled to withhold the whole or any part of any payment due for Services supplied on the ground of any alleged defect or any other claim whatsoever against the Company unless the defect or other claim is recognised by the Company and the Company agrees to such retention.
- 5.3 Non payment on the due date shall entitle the Company to suspend any supply of any Services and/or cancel the subscription without further notice and the provisions of this condition shall apply to this subscription and any other subscription between the Company and the Customer.
- 5.4 Without prejudice to any other right or remedy that the Company may have, the Company reserves the right to charge interest on a daily basis on any amounts not paid when due at the rate of three per cent. per annum above the base rate for the time being of National Westminster Bank PLC.
- 5.5 If the Company shall in good faith consider that the financial condition of the Customer at any time does not justify continuation of supply on the terms of payment originally agreed, then the Company may (without prejudice to any other right or remedy available to it and without incurring any liability to the Customer whatsoever) suspend supply and require full or partial payment in advance as a condition of continuing supply of the Services.
- 6. The Information**
- 6.1 The contents of the Websites, Databases and/or Services are only for general information or use. The contents (or any part thereof) of the Websites, Databases and/or Services must not be used by (or with the permission of) the Customer as part of a competitive service to that of the Company. Data published by the Company is published in good faith and is the best information possessed by the Company at the stated date of publication.
- 6.2 The information on the Websites, Databases and/or Services does not constitute advice and should not be relied upon by any person in making (or refraining from making) any decision.
- 6.3 Subject to condition 10.2 no liability is accepted by the Company in respect of any information or data published in good faith by it, whatever the grounds for liability might be unless such liability cannot be excluded by law and the Company hereby excludes any warranty, express or implied, as to the quality, accuracy, timeliness, completeness, performance, fitness for a particular purpose of the information on the Websites, Databases and/or Services and the Websites, Databases and/or Services in itself or any of its contents. The Company will not be liable for any damages (including, without limitation, damages for loss of business projects, or loss of profits) arising in contract, tort or otherwise from the use of or inability to use the Websites, Databases and/or Services, or any of its contents, or from any action taken (or refrained from being taken) as a result of using the Websites, Databases and/or Services or any such contents.
- 6.4 The Company makes or gives no warranty that the contents of the Site are free from infection by viruses or anything else which have or might have contaminating or destructive properties.
- 6.5 Certain links on the Websites, Databases and/or Services can lead to resources located on servers maintained by third parties over which The Company has no control and has sought no control. The Company accepts no responsibility or liability for any of the material contained on those servers or for any loss and/or damage or infection by viruses or anything else, which has contaminating or destructive properties arising from such third party material.
- 6.6 Part of the Websites, Databases and/or Services may contain advertising and other material submitted to the Company by third parties. The Company accepts no responsibility or liability for ensuring that material submitted for inclusion on the Websites, Databases and/or Services complies with all applicable law. The Company will not be responsible for any error, omission or inaccuracy in advertising material, and reserves the right to omit, suspend or change the position of any advertising material submitted for insertion.
- 7. Ownership of Intellectual Property**
- 7.1 Any copyright, database rights and other rights that may exist in any content or data supplied from the Websites, Databases or Services or any part thereof is either owned or controlled by the Company and the subscription does not constitute the grant of a licence by the Company other than in accordance with these terms and conditions.
- 7.2 The Customer acknowledges that the information made available from the Websites, Databases and/or Services may be subject to the rights of the respective owners/publishers under applicable international copyright and other laws governing intellectual property, and that use by the Customer of the information may be limited or restricted thereunder.
- 7.3 The Customer shall not and shall procure that no Authorised User or other third party shall (whether directly or through the use of any software program) create a database in electronic or structured manual form by regularly or systematically copying, downloading and storing all or any part of the pages from the Websites, Databases or Services. No part of the Websites, Databases or Services may be reproduced or transmitted to or stored in any other web site, nor may any of its pages or part thereof be disseminated in any electronic or non electronic form, nor included in any public or private electronic retrieval system, email, newsletter or other information service.

# STANDARD CONDITIONS OF SUPPLY

## Sportcal

### 8. Compliance

8.1 In the event that the Company reasonably suspects that the Customer may be in breach of its obligations under conditions 2.1, 6.1 and 7 of these terms and conditions the Customer grants to the Company the right to enter the Customer's premises upon notice to inspect its premises and computer equipment and the Customer agrees to co-operate fully with any such reasonable inquiries and investigations of the Company. The Customer hereby indemnifies the Company against all losses, damages and costs of the Company arising out of any breach by the Customer of these terms and conditions including without limitation any non-compliance with conditions 2.1, 6.1 and 7 hereof. Customers are hereby put on notice that the Company may use cookies to monitor for compliance with the terms of subscriptions (see condition 13 below).

### 9. Force Majeure

9.1 The Company shall be relieved from any liability under any subscription incorporating these conditions if and to the extent that it may become unable to carry out all or any of its obligations as a result of any event or matter beyond its reasonable control. By way of illustration and not of limitation, the following are considered as events beyond the reasonable control of the Company: strike, lock-out or other industrial dispute, public disorder, riot, revolution, mobilisation, hostilities, war (whether or not formally declared), epidemic, fire, earthquake, storm, flood and other acts of God, official regulations, orders, requirements or acts of any Government, Governmental or administrative authority, transportation difficulties, working difficulties, machine breakdowns, failure of supplies or other causes whether similar or not.

### 10. Limitation of liability

10.1 This condition sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:

- (a) any breach of these terms and conditions;
- (b) any use made by the Customer of the Services; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the contract.

10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.

10.3 Nothing in these conditions limits or excludes the liability of the Company for death or personal injury resulting from negligence; for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company.

10.4 Subject to condition 10.2 and condition 10.3 the Company shall not be liable for loss of profits, loss of business, loss of use, loss or corruption of data or information or any special, indirect, or consequential loss, costs, damages, charges or expenses. The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the contract shall be limited to the price paid for the Services.

### 11. Termination and Suspension

11.1 Notwithstanding that any initial or fixed term has not yet expired and without prejudice to any other condition, the Company shall have the right (but not the obligation) to terminate or suspend the subscription by notice to the Customer in the event of any one or more of the following happening:

- (a) the Customer becoming insolvent or otherwise unable to pay its debts or (being an individual) having a bankruptcy petition filed against his name or (being a company) being the subject of a petition for winding up or otherwise compounding with its creditors;
- (b) the Customer failing to pay the fee;
- (c) the Customer being in breach of any other of its obligations under these terms and conditions; and/or
- (d) the Customer breaching any restriction imposed by the Company in relation to the provision of the Services.

### 12. Law

12.1 These conditions and any subscriptions in which they are incorporated, shall be governed by and construed in accordance with English law and the Customer hereby submits to the non-exclusive jurisdiction of the English courts.

### 13. Data Protection, Privacy and Cookies

13.1 All processing of personal data by the Company will be in accordance with applicable law and regulation relating to data protection and privacy. A copy of the Company's Privacy Policy, which gives information on how the Company uses personal data and cookies, is available upon the Websites and is incorporated into these terms and conditions as an operative part thereof.