

Website Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE YOU USE THIS WEBSITE

Welcome to the official Burnley Football Club (the “**Club**”) website (“**Site**”).

In using this Site, You agree to the following terms and conditions of use (including the Privacy Policy) ("**Terms of Use**"). If You do not accept any of them, You are not to use the Site and should exit the Site now.

The Site is operated by InCrowd Sports on behalf of the Club. Find out company information about the [Club](#) and [InCrowd Sports](#). Any reference in these Terms of Use to:

1. “**We**”, “**Us**” or “**Our**” includes both InCrowd Sports and the Club;
2. “**You**” or “**Your**” means You as a User of the Site; and
3. “**User(s)**” means all and any users or viewers of the Site.

We reserve the right to change these Terms of Use from time to time with immediate effect and You should check this page regularly for any updates. Your use of the Site following a change shall be deemed to be Your acceptance of such change. Changes to any paid for service or content accessible through the Site will only be made in accordance with the terms and conditions applicable to that service or content. These Terms of Use were last updated on 27 February 2023.

If You purchase services, products or digital content through this Site, separate terms and conditions will apply to such transaction(s) and You must read those terms and conditions carefully.

1. The Site

1.1. Access to the Site is provided free of charge (except for certain restricted areas - see section 6 and any additional terms and conditions relating to such areas). Access is permitted on a temporary basis, in return for you complying with these Terms of Use.

1.2. We reserve the right to withdraw or amend the service(s) provided on the Site without notice. We do not guarantee the Site will be available without interruption and will not be liable if for any reason the Site is unavailable at any time or for any period. We aim, but are not obliged, to update the Site regularly, and may change the content at any time. If the need arises, We may suspend access to the Site, or close it indefinitely. See section 7 and 9 below for further information. This is however subject to the terms and conditions for any paid-for services or digital content delivered through the Site and does not affect your rights in relation to the same.

1.3. You are responsible for using Your own virus protection and security software when using the Site and lawfully installing any necessary software on and otherwise configuring Your computer or other personal device so as to access, view content on and interact with the Site. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of the Site or to Your downloading of any material posted on it, or on any website linked to it.

2. Children

2.1. We realise and understand that children and young people may visit the Site, or otherwise interact with Us and our commercial partners. All people under 18 must have the permission of their parents or legal guardian before submitting or requesting any content or information to/from us, our commercial partners or other third parties, or before buying anything through the Site. Details as to Our use of information relating to children is available in the [Privacy Policy](#).

2.2. We may ask Users to confirm their age before accessing certain parts of the Site and/or certain services on it, and children or young people may be required to verify through their parent or guardian.

2.3. Some of the facilities or functions accessible through the Site are not intended to be accessible by, or actively advertised to, minors.

2.4. Parents or legal guardians should supervise minors when online and we recommend parental control tools be put in place. Any minor using the Site and services offered is confirming that they have received the consent of their parent or a guardian to do so.

3. Links to the Site

3.1. You may link to the Site's pages where reasonably relevant and provided You do so in a way that is fair and legal and does not damage or take advantage of Our reputation, but You must not establish a link in such a way as to suggest any form of association, approval or endorsement on the part of InCrowd Sports or the Club where none exists, nor in any unlawful manner. This permission is for a basic link only and, for the avoidance of doubt, does not extend to display of any other content or material or Ours or our licensors.

3.2. You must not establish a link to the Site from any Site that is not owned by You. The Site must not be framed on any other website, nor may You create a link to any part of the Site other than as permitted in these Terms of Use. We reserve the right to withdraw linking permission without notice. The website from which You are linking must not contain any content that in Our opinion could damage Our reputations. To the full extent permitted by law We reserve the right to require You to remove any link.

4. Links from the Site

This Site contains links to other websites and resources provided by third parties. The Club controls its official ticketing, junior website, club shop and hospitality sales website to which the Site links, and InCrowd Sports control the official Club website. Other than that, We have no control over the content of websites linked to from the Site and accept no responsibility for them nor for any loss or damage that may arise from Your use of them. We recommend you read any terms and conditions and privacy policies relating to all other websites and any services or products sold on them.

5. Acceptable Use Policy

5.1. You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. Nor may You attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site, or attack the Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, You may commit a criminal offence under the Computer Misuse Act 1990.

5.2. If You contribute materials to the Site (“**Contributions**”) through any facility We may, in our discretion, make available Your Contributions from time to time. For each Contribution, You must:

5.2.1. own the content (or have permission to post it from the owner) of the Contribution;

5.2.2. ensure matters expressed as facts are accurate, and opinions genuinely held; and

5.2.3. ensure your Contribution complies with applicable law of the UK and any other country from which you make it.

5.3. Contributions must not:

5.3.1. be offensive, hateful, defamatory of any person, threatening, obscene, inflammatory, sexually explicit, violent, cause distress, discriminatory on grounds of race, sex, religion or belief, nationality, disability, sexual orientation, gender reassignment, marriage / civil partnership or age;

5.3.2. infringe the intellectual property, confidentiality, privacy or other rights of any other person or organisation;

5.3.3. contain viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;

5.3.4. be contributed or sent for commercial gain (including ‘spam’);

5.3.5. otherwise be illegal or promote illegal activity.

5.4. We do not monitor Contributions but reserve the right to do so from time to time including (amongst other things) editing, refusing to post, removing or responding to Contributions in Our

absolute discretion. No failure by Us to do so however constitutes any acceptance or endorsement of that Contribution.

5.5. We accept no liability in respect of any Contributions submitted by Users and published on the Site. No Contribution shall be deemed to express any of Our opinions.

6. Restricted Areas

6.1. Users may be able to subscribe and/or register to receive additional restricted access to certain areas of the Site or to receive information from Us (“**Restricted Areas**”). Access to Restricted Areas may be subject to you accepting further terms and conditions which will be brought to your attention when you register or subscribe.

6.2. Subject to applicable law and any additional terms and conditions relating to the Restricted Area, We are not obliged to accept Your request for registration or subscription to Restricted Areas and reserve the right to suspend or terminate access at any time. Unless we expressly state otherwise, any acceptance of Your registration or subscription will be for You as a single user only. You must not share Your password, other access details or any content from the Restricted Areas with any other person or User nor with multiple users on a network.

6.3. If You register to receive information from Us (such as newsletters by email) Your use of the content received through the email service will be subject to these Terms of Use and any other applicable terms brought to Your attention.

7. Liability

7.1. Although we use reasonable endeavours to ensure that information and material contained on the site is correct, we do not make any representation or warranty that use of the site will be uninterrupted, or information and/or material contained on or accessible via this site is accurate, complete or current or that use of this site is free of risk, viruses or other damage.

7.2. To the extent permitted by law, we exclude any liability, loss and damage incurred by any user of the site in connection with the use, inability to use, or results of use of the site, any website linked to it or any materials posted on it, including, without limitation any direct, indirect or consequential loss, damage and liability.

7.3. The site is primarily intended for private domestic use only and therefore, without limiting the above, we will not be liable for business losses including loss of income or revenue, profits, business, anticipated savings, or loss or corruption of data and any other loss or damage of any kind, howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

7.4. Nothing in these terms of use affects our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability that

cannot be excluded by law. These terms of use do not affect your statutory rights. For the avoidance of doubt different liability provisions apply to use of Clarets+.

7.5. You agree that your use of the site (including any contribution you make) will at all times comply with these terms of use and you will be liable to indemnify us for any breach of these terms of use. This means you will be responsible for any loss or damage we suffer as a result of your breach.

8. Intellectual Property Rights

8.1. Except as set out at section 8.6 below, all intellectual property rights in the Site and the materials and content published on it including, without limitation, the design, text, photographs, images, illustrations, graphics, data, trademarks, logos, audio and/or video content, written and other materials, the selection and arrangement thereof and software, but excluding Contributions (“**Site Material**”) are owned by Us and/or Our respective licensors and commercial partners and are protected by copyright, design right, database right, trade mark rights and other intellectual property rights. All such rights are reserved.

8.2. Permission is granted to You to view the Site Materials on a single personal computer or other device and to print a single hard copy of such Site Materials solely for personal, non-commercial use. Access to some Site Materials may be subject to payment and acceptance of further terms and conditions by You (see section 6 above). Any other use of materials on this Site, including (amongst others) download, reproduction, modification, transmission, distribution, extraction, commercial exploitation or republication, without Our prior written permission, is strictly prohibited and You agree not to, nor assist any person to, carry out such acts.

8.3. If You use Site Material other than as expressly permitted by these Terms of Use then, in addition to all our other rights or remedies We may have, You must return or destroy all Site Materials in Your control or possession, as We may require. If You do not agree to this, You must not make any Contribution.

8.4. In relation to any Contribution you make, You grant Us a permanent, free of charge, worldwide right in perpetuity to display it on the Site to other Users and otherwise use and permit others to use that Contribution including (amongst other things) to adapt, broadcast, copy, disclose, sub-license, publish, sell and/or transmit the Contribution for all commercial and non-commercial purposes.

8.5. **Photography:** The sports archive photographs on the Site are owned by Us, or supplied and used under licence from other football clubs, Rex Features Limited (of the Shutterstock group), PA Sport Limited or other similar agencies.

8.6. **Fixtures:** No copyright (or related rights) are asserted with the match fixture list(s) on this Site (‘Fixtures’) inside the EU. Outside the EU, copyright (and/or related rights) protect the

Fixtures in certain territories, in which territories all rights are reserved. Those wishing to reproduce, store in a retrieval system or transmit the Fixtures in any way or by any means (including photocopying, recording or storing it in any medium by electronic means) outside the EU should first consult Football DataCo Limited (www.football-dataco.com), and obtain an appropriate license as required.

9. Termination or Suspension

9.1. We may at any time terminate or suspend Your use of all or part of the Site and/or access to Restricted Areas if:

9.1.1. You commit a serious breach of any provision of these Terms of Use and/or other applicable terms and conditions, or commit a less serious breach which can be fixed and You failed to fix it within 20 days of Us notifying You to do so;

9.1.2. We are unable to verify or authenticate any information You have provided to Us, where we reasonably need to do so;

9.1.3. We decide to no-longer make the Site or Restricted Area (or part of it) available to Users. If access to Restricted Areas has been paid for, this is subject to any additional terms and conditions and/or applicable refund policy;

9.1.4. We are required to do so by law; or

9.1.5. We need to undertake updating, repair or maintenance to the Site or technology relating to it. See the terms and conditions of any paid for Restricted Area.

10. Information about You

10.1. You must ensure all information You provide to Us (including for access to Restricted Areas) is complete and accurate. To learn more about what information we collect, the measures we put in place to protect this information and how we use it we recommend You read the Privacy Policy.

10.2. We may report any breach of these Terms of Use by You which may constitute a criminal offence to the relevant law enforcement authorities. We will co-operate with those authorities and/or any person alleging in good faith that Your breach has infringed their rights, by disclosing Your identity to such authorities and/or persons. In the event of such a breach, Your right to use the Site will cease immediately.

11. General

11.1. If any of the terms in these Terms of Use are found to be unenforceable in law, such provisions shall be deemed to be deleted but the remainder of these Terms of Use shall continue in full force and effect.

11.2. Any failure of delay by Us in exercising our rights of remedies relating to these Terms of Use shall not waive that right(s) or remedy(s) and no waiver by Us will be valid unless expressly made in writing.

12. Applicable Law

12.1. These Terms of Use shall be governed by, and construed exclusively in accordance with, English law. Any dispute arising under these Terms of Use shall be subject to the exclusive (non-exclusive in respect of consumers resident outside England) jurisdiction of the English courts.

Thank You for visiting the Burnley Football Club Site.