

Terms & Conditions

1. Introduction

The Terms of Use of the Sydney FC website include these Terms and Conditions, the <u>Privacy Policy</u> and any other terms and conditions that appear in or are linked to the Sydney FC website (Additional Terms and Conditions).

The Additional Terms and Conditions that appear on the Sydney FC website will govern your use of, and access to, certain sections of the Sydney FC Website where they appear. Since these Additional Terms and Conditions form part of the Terms of Use, you are bound by them and should review them wherever they are relevant to you when using the Sydney FC website.

2. Website content and access

While Sydney FC endeavours to take reasonable care in preparing and maintaining the information on this website we do not warrant the accuracy, reliability, adequacy or completeness of any of the website content. You acknowledge and accept that the website content may include technical inaccuracies and typographical errors. The website content is subject to change at any time without notice and may not necessarily be up to date or accurate at the time you view it.

It is your responsibility to enquire with us directly to ensure the accuracy and currency of the material or information you seek to rely upon. To the extent permitted by law, including the Competition and Consumer Act 2010 (Cth), Sydney FC disclaims all liability for loss directly or indirectly arising from your use of or reliance on the website and the website content.

Sydney FC does not guarantee that access to the Sydney FC website will be uninterrupted or that the website is free from viruses or anything else which may

damage any computer which accesses the Sydney FC website or any data on such a computer.

3. Limitation of liability

To the maximum extent permitted by law Sydney FC excludes all liability for any loss or damage of any kind (including special, indirect or consequential loss and including loss of business profits) arising out of or in connection with the website content and the use or performance of the Sydney FC website except to the extent that the loss or damage is directly caused by Sydney FC's fraud or wilful misconduct.

Where the law (including without limitation the Competition and Consumer Act 2010 (Cth)) implies a warranty or guarantee into these Website Terms and Conditions which may not lawfully be excluded, then provided it is fair and reasonable to do so, Sydney FC's liability for breach of such a warranty or guarantee shall be limited at its option, to any one or more of the following:

(a) in the case of goods: replacement of the goods or the supply of equivalent goods; repair of the goods; payment of the cost of replacing the goods or acquiring equivalent goods; or payment of the cost of having the goods repaired; and (b) in the case of services, to either resupplying the services or payment of the cost of having the services supplied again.

4. Intellectual property

The materials displayed on this website, including without limitation all editorial materials, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trade marks, are the property of Sydney FC and are protected by copyright, trade mark and other intellectual property laws. Any such content may be displayed and printed solely for your personal, non-commercial use within your organisation provided that any copyright notice on such a display or page is not removed. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such material to any third party without the express prior written consent of Sydney FC.

Save for the above, and unless expressly granted, Sydney FC does not grant any licence or right in, or assign all or part of, its intellectual property rights in the content or applications incorporated into the Sydney FC website or in the user interface of the Sydney FC website.

5. Submissions

Any material you send to us on or via the Sydney FC website will be deemed to be non-confidential and non-proprietary, unless it is indicated to be otherwise. This includes any data, questions, comments, suggestions, ideas or other information. We will be entitled to use any such material which has not been indicated to be confidential or proprietary for any purpose without compensation to you.

6. Third party websites

The Sydney FC Website may contain links to other websites operated, controlled or produced by third parties. Unless otherwise indicated, Sydney FC does not control, endorse, sponsor or approve any such third party websites or their content nor does Sydney FC provide any warranty or take any responsibility whatsoever for any aspect of those websites or their content.

8. Interference with website

You must not attempt to change, add to, remove, deface, hack or otherwise interfere with this website or any material or content displayed on the Sydney FC website.

9. Governing Law

These Terms of Use will be governed and interpreted in accordance with laws of the State of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.