

AFC.CO.UK – TERMS & CONDITIONS

Welcome to the official website (“Site”) of Aberdeen Football Club (the “Club”). This website is operated by afc.co.uk (“afc.co.uk”), a joint venture between Aberdeen Football Club Ltd and Sotic Ltd.

In using the Site, you agree to the following terms and conditions of use (“Terms and Conditions”). If you do not accept these Terms and Condition, you should exit the Site now.

The Privacy Policy also forms part of these Terms and Conditions.

Amending the Terms and Conditions

afc.co.uk reserves the right to change the Terms and Conditions from time to time and your use of the Site following such change shall be deemed to be your acceptance of such change. afc.co.uk further reserves the right, at any time, to charge you for accessing certain materials on this Site and/or to make access to certain materials on the Site conditional on you agreeing to additional terms and conditions.

Use of the Site

The contents and materials on this Site and the software used to provide this Site are the property of, or are under licence to, afc.co.uk or its licensors (including the Club). You acknowledge that you are only entitled use this Site for personal purposes and to purchase goods or services. You will not use any area of this Site for any commercial purpose or gain without the prior written consent of afc.co.uk.

Links to other websites

The Site contains links to third party websites. These third-party websites are beyond the control of afc.co.uk and afc.co.uk does not accept any responsibility for the content of these websites or for any transactions that you may make on these websites. Your use of these third-party websites, and any resultant transactions, will be subject to separate terms and conditions of use. **You should always read the privacy policy of each website you visit carefully.**

Links to the Site

You must not create a link (of whatsoever nature) to the Site without the prior written consent of afc.co.uk. Consent to the creation of a link to the Site from afc.co.uk should not be taken to be either express or implied consent to use any of the content or materials that appear on the Site. Separate written consent from afc.co.uk is required before you may use any of the content or materials that appear on the Site for whatever purpose.

Copyright

All materials and content appearing in the Site are copyright to afc.co.uk or its licensors (including the Club) and are protected under copyright laws throughout the world. Save as is set out below, copying or reproduction of all or part of the materials or content appearing in the Site is prohibited.

Permission is granted:

- (i) to download the materials and content contained on this Site to a single personal computer and to print a hard copy of such materials and content solely for personal, non-commercial use;

(ii) to copy extracts of texts from news articles that appear on the Site (excluding without limitation photographs, illustrations, logos, match reports, match statistics, and audio and video materials) for non-commercial supply, in text format only, to individual third parties for their personal, non-commercial use, but only if:

- (a) you acknowledge the Site as the source of the extract;
- (b) you inform the third party that these Terms and Conditions apply to him/her and that he/she must comply with them; and
- (c) you reproduce the extracted material in complete and unmodified form and, if the supply by you of the extract is via the internet, that you do not frame the extract within your own website.

For the purposes of these Terms and Conditions, non-commercial supply or use shall mean that neither you nor any third party may charge for viewing any materials that have been downloaded or copied from this Site, and that neither you nor any third party can use any materials from this Site to attract others to buy goods or services.

Trade Marks

The trade or service marks on the Site are the property of, or are under licence to, afc.co.uk or its licensors (including the Club). Trade or service marks used in the Site may not be used or reproduced without the written permission of afc.co.uk.

Information that you send to or post on the Site

afc.co.uk ask you not to introduce prohibited material or content to the Site. For the purposes of these Terms and Conditions prohibited material or content include materials or content which in afc.co.uk's sole discretion could: (a) be illegal or contain information or instructions relating to illegal activities; (b) be abusive, obscene, defamatory, racist or otherwise undesirable; (c) involve the transmission of junk mail or unsolicited mass mailing; (d) contain sexually explicit or pornographic images or content; (e) be harmful to people under the age of 18; (f) infringe the rights of any person, business, company or organisation; or (g) engage commercial activity without consent. afc.co.uk reserves the right to remove any prohibited material or content at any time and without notice.

The views expressed in the Have your Say section of the Site and any other sections that users may be able to express their own views from time to time are those of the individual user and not those of afc.co.uk.

Any material and content that you send to or post on the Site will be treated as non-confidential and non-proprietary. You will not have any claim that the use of such material or content infringes any of your rights, including moral rights such as the right to approve the way in which afc.co.uk uses such material. All material or content (other than Personal Data) that you submit to the Site in whatsoever form may be used by afc.co.uk in any way without liability for any royalties or other fees and without limit in time and throughout the world.

You undertake that you will only submit material or content to the Site containing any third party personal or financial data if you have the express written consent of that third party.

You acknowledge that the internet is not a completely private or secure medium, and any material or content that you send to this Site may be intercepted by others.

Suspension or termination of your use of the Site

afc.co.uk may suspend or terminate your use of the Site if, in its sole discretion, you are in breach of any of the Terms and Conditions. afc.co.uk reserves the right to pursue any and all legal remedies available to it in order to enforce such a suspension or termination.

Reservation of Rights

afc.co.uk reserves the right to suspend all or any of the services offered through the Site or access to the Site itself for technical, legal or regulatory reasons. Wherever possible, afc.co.uk will provide notice of such matters.

Interruption to Service

The user accepts that computer and telecommunication services are not fault free and may experience or require occasional period of downtime (during which some or all of the services offered through the Site will not be available) whether for repair, maintenance, upgrading or otherwise, and afc.co.uk cannot guarantee uninterrupted availability. Users shall have no claims whatsoever in respect of any such period of non-availability.

Indemnity

You agree at all times to indemnify and keep indemnified afc.co.uk against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by afc.co.uk arising from your use of this Site (including the creation of a link to the Site or the introduction of content or material to this Site).

Disclaimer

afc.co.uk is not responsible for any material or content included on the Site by any third party. afc.co.uk makes no representations or warranties that the material or content contained on or accessible via the Site is accurate, complete or current or that use of the Site is free from defects including but not limited to viruses or other harmful elements.

Liability

To the fullest extent possible under the law and unless otherwise agreed in writing, afc.co.uk shall not be liable to you for any direct, indirect, consequential, incidental, special or punitive damages or loss or profits, business or anticipated savings or loss of or corruption of data whatsoever, even if afc.co.uk has been advised of the possibility of such damages or loss. This does not affect your statutory rights as a consumer under law.

Applicable Law

These Terms and Conditions shall be governed by, and construed exclusively in accordance with, Scottish law. Any dispute arising under these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the Scottish courts.

Address: Pittodrie Stadium, Pittodrie Street, ABERDEEN, AB24 5QH