

# Terms and Conditions for championsleague.basketball

Championsleague.basketball is the official website of the Basketball Champions League, Route Suisse, 5, PO Box 29, 1295 Mies, Switzerland (hereinafter referred to as "BCL").

**By accessing championsleague.basketball, you accept these Terms and Conditions and expressly agree that they will govern your use of championsleague.basketball. If you do not agree to these Terms and Conditions, please do not access championsleague.basketball.**

If you are using particular services on championsleague.basketball, you and BCL shall be subject to any posted guidelines or rules applicable to such services that may be posted on championsleague.basketball from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms and Conditions.

You can access these Terms and Conditions at any time and from every championsleague.basketball webpage by clicking on "Terms and Conditions" in the footer.

## **1. No offer of service**

1.1. Unless expressly stated otherwise, championsleague.basketball is intended to be for informational purposes only. BCL makes no representation that material on championsleague.basketball is appropriate or available for use at your location. You access championsleague.basketball at your own risk and are responsible for compliance with local laws and regulations.

1.2. BCL reserves the right to modify or discontinue any features of championsleague.basketball in part or in total at any time without prior notice.

1.3. BCL may offer services on championsleague.basketball subject to a separate charge. In such case, you will be expressly informed of the applicable charge in connection with the respective services, and of the terms and conditions governing such services.

## **2. Your obligations**

2.1. You undertake not to undermine the proper functioning, data integrity and safety of championsleague.basketball.

2.2. You undertake not to make use of championsleague.basketball in any way which would violate any applicable laws or regulations, or which would infringe upon rights of BCL or third parties.

## **3. Gaming on championsleague.basketball**

3.1. Users of championsleague.basketball's online gaming platforms (if any) are liable to the rules which are clearly stated on the respective BCL game website.

3.2. BCL reserves the right to remove without any prior notice registered user(s) or player(s). Any abuses will immediately result in the user(s)/player(s) being banned from championsleague.basketball and/or the games.

#### **4. Intellectual Property**

4.1. Copyright BCL. All rights reserved.

4.2. Any and all pictures, graphics, logos, texts, videos, animations, sounds, games and other works (hereinafter "Content") on championsleague.basketball are subject to copyrights and/or other intellectual property rights, unless stipulated otherwise. Content may not be reproduced or modified in any way without prior permission from the relevant right holder.

4.3. Unless expressly stipulated otherwise, nothing in these Terms and Conditions shall be interpreted as granting any intellectual property rights or licenses to such rights to you. No act of downloading or otherwise copying or reproducing from championsleague.basketball will transfer title to you to any content.

#### **5. Disclaimer**

5.1. YOU UNDERSTAND THAT ANY INFORMATION OR SERVICES PROVIDED BY BCL ON CHAMPIONSLEAGUE.BASKETBALL ARE MADE AVAILABLE "AS IS". BCL MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ALL, WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICES, INCLUDING NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.2. You acknowledge that a 100% availability of championsleague.basketball is technically unrealistic. While BCL endeavours to keep championsleague.basketball available as constantly as possible, temporary breakdowns cannot be excluded, in particular (without limitation) due to maintenance, security or capacity issues as well as due to events which are not within BCL's control (such as, for example, disruption in public communication networks, power shortages etc.).

5.3. Any material downloaded or otherwise obtained through the use of championsleague.basketball is obtained at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

5.4. Championsleague.basketball may contain some services and features that are available to certain mobile phones. Your carrier's normal rates and fees apply. If BCL charges you for a mobile service, you will first be notified and asked to accept any charges. Please note that not all mobile services will work with all carriers or devices. You should check the rates and services offered by your carrier. By using BCL's mobile services, you acknowledge that BCL may communicate with you by electronic means to your mobile device and that certain information about your use of these services may be shared with us. If you change or deactivate your mobile

phone number, it is your responsibility to promptly update your account information to ensure that BCL does not send your messages to a different person.

5.5. You acknowledge and agree that BCL has no responsibility for the accuracy or availability of information, material or content provided by third party linked websites, or the content, performance, terms and conditions of or practices on such websites. Links to such websites do not constitute an endorsement by BCL of such websites or their content, products, or other materials or services presented on such websites. BCL SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, PRODUCTS, OR OTHER MATERIAL AVAILABLE ON THIRD PARTY LINKED WEBSITES.

5.6. In the event that you wish to establish a link to [championsleague.basketball](http://championsleague.basketball), you expressly agree:

- i) to ask prior written approval of BCL to establish a link to [championsleague.basketball](http://championsleague.basketball);
- ii) not to include [championsleague.basketball](http://championsleague.basketball) into the frame of another website, but to create a direct link to [championsleague.basketball](http://championsleague.basketball);
- iii) not to create any third party association with [championsleague.basketball](http://championsleague.basketball); and
- iv) to ensure that the link does not state or imply that BCL sponsors or endorses any other website activity, company or entity, or presents BCL and/or basketball in a false, misleading, defamatory or derogatory manner

The link to [championsleague.basketball](http://championsleague.basketball) does not permit you to use any BCL and/or third party content, names, logos, pictures or trademarks, unless separately agreed to in writing by the relevant rights-holder.

## **6. Indemnity**

You agree to defend, indemnify and hold harmless BCL and its affiliates, officers, employees and agents from/against any and all liabilities, losses, damages, claims, penalties, fines, costs and expenses, including (without limitation) reasonable legal fees, that may arise in connection with your use of and/or access to [championsleague.basketball](http://championsleague.basketball), including (without limitation) your unauthorised copying and/or use of any intellectual property of third parties.

## **7. LIMITATION OF LIABILITY**

7.1. TO THE EXTENT THAT LIABILITY IS NOT LIMITED BY THE APPLICABLE LAW ALREADY, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT BCL SHALL NOT BE LIABLE FOR ANY DAMAGES – WHETHER IN TORT, CONTRACT OR OTHERWISE – IN CASE OF SIMPLE NEGLIGENCE UNLESS BCL VIOLATED A CARDINAL OBLIGATION. A CARDINAL OBLIGATION IS AN OBLIGATION WHICH YOU COULD TRUST TO BE COMPLIED WITH AND THE FULFILMENT OF WHICH IS PRINCIPAL TO THE PROPER EXECUTION OF THIS CONTRACT; IN SUCH CASE, INDEMNITY CLAIMS ARE LIMITED TO THE AMOUNT OF THE TYPICALLY FORSEEABLE DAMAGES.

7.2. CLAIMS RESULTING FROM PHYSICAL DAMAGES SHALL REMAIN UNAFFECTED BY CLAUSE 5.1. ALSO, THE LIMITATIONS OF LIABILITY STIPULATED IN CLAUSE 5.1 ARE NOT VALID IN THE EVENT OF BCL GIVING EXPRESS GUARANTEES AND REGARDING CLAIMS DUE TO MISSING WARRANTED FEATURES.

7.3. YOU EXPRESSLY ACKNOWLEDGE THAT BCL SHALL NOT BE LIABLE FOR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES.

## **8. Privacy Policy**

8.1 BCL is aware that you care about how your personal information is used and shared, and we appreciate your trust that we will do so carefully and sensibly. BCL is complying with the applicable data protection laws and in particular will not disclose any personal data to third parties unless authorized to do so by law or by virtue of your consent.

## **9. Applicable law, jurisdiction**

9.1. These Terms and Conditions shall be governed by and construed in accordance with Swiss law without regard to its conflict of law rules.

9.2. Any disputes, controversies or claims arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be submitted exclusively to the Court of Arbitration for Sport (CAS) and resolved definitively in accordance with the Code of sports-related arbitration. The arbitration shall be governed by Chapter 12 of the Swiss Act on Private International Law (irrespective of the parties' domicile) and its seat shall be in Lausanne, Switzerland. The language of the arbitration will be English. You shall not and you hereby waive your right to institute any claim, arbitration or litigation, or seek any other form of relief, including provisional measures, in any other court or tribunal.

## **10. Final Provisions**

10.1. Should any provision of these Terms and Conditions be found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or operation of any other provision. In such case, the parties are obliged to substitute for the invalid or unenforceable provision a valid and enforceable provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

10.2. These Terms and Conditions constitute the entire agreement between you and BCL in relation to their subject matter, i.e. with respect to your use of and/or access to championsleague.basketball, superseding and extinguishing any prior agreements, arrangements, undertakings of any nature, between you and BCL, whether oral or written in relation to this subject matter.

10.3. BCL reserves the right to amend these Terms and Conditions at any time without prior notice.