Welcome to the IMG information and servicing website relating to Rugby World Cup 2015.

ATTENTION: This website is strictly private & confidential and for the use of authorised personnel only. If you are not authorised to access this system, you must not do so.

© International Management Group (UK) Limited 2008. All rights reserved.

All access to this website is logged and traceable. Please ensure that you do not attempt to access information that you might not be entitled to view. All successful and unsuccessful attempts to access information via this website will be logged against your user profile and viewable by the website administrator.

### Website Terms & Conditions of Use

Welcome to this website, which is owned and operated by International Management Group (UK) Limited of McCormack House, Burlington Lane, Chiswick, London, W4 2TH("IMG"). IMG maintains this website to service authorised users in accordance with their contractual arrangements with Rugby World Cup Limited, subject to the following Terms & Conditions concerning the use of this website.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE.

### Acceptance:

By accessing this website and/or any pages of it, you signify your agreement with, understanding and acceptance of these Terms & Conditions. If you do not agree to and accept these Terms & Conditions, you do not have permission to access the contents of this website and therefore should cease using this website immediately. We reserve the right to change these Terms & Conditions at any time and without notice and we therefore invite users to check them on a regular basis. Your continued use of this website following any such changes shall constitute your acceptance of this agreement as modified by the posted changes.

# **Intellectual Property**

This website was created by International Management Group (UK) Limited. All rights reserved. Copyright 2008.

All texts, comments, titles, photographs, images, data, drawings, animation with or without audio, videos and illustrations reproduced on this website, as well as the design, format and software, are the property of (or licensed to) IMG and/or Rugby World Cup Limited and are protected by applicable international copyright laws. Only copying and/or reproduction for use in accordance with an agreement between an authorised user and Rugby World Cup Limited is authorised. Any republication, retransmission, reproduction, downloading, copying, sale or use of material for purposes other than as permitted in an agreement with Rugby World Cup Limited, and any modification to or unauthorised distribution/use of such material, for commercial purposes or otherwise, is strictly prohibited.

The trademarks and/or logos of the International Rugby Board and Rugby World Cup Limited appearing on this website are internationally registered trademarks and as such are protected by trademark law. Any reproduction thereof, without the authorisation of the International Rugby Board and Rugby World Cup Limited respectively, constitutes an infringement of such trademarks and may result in legal action.

Nothing stated or implied in this website is designed to grant any license or right under any copyright of the International Rugby Board or Rugby World Cup Limited or any third party to use any names, logos, pictures or trademarks. No act of downloading or otherwise copying or reproducing from the site will transfer title to you to any software or material on this website.

You agree to use this website only for lawful purposes, and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of this website by any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person and the transmission of obscene or offensive content or disruption of normal flow of dialogue within this website.

You do not acquire any ownership rights to any content in this website. Any unauthorized use terminates the permission or license granted by Rugby World Cup Limited and/or IMG.

## **Submission and Approval Process**

The Submission and Approvals process ensures that materials created by Rugby World Cup Limited licensees are accurate in terms of the use of trade marks and the copy included, appropriate to Rugby World Cup brand values and in compliance with contractual rights.

All applications of Rugby World Cup 2015 trade marks and graphics must be submitted for prior review and written approval in accordance with the Approvals process. In addition to the obvious print, visual and audiovisual applications, items such as press releases, radio scripts, trade show exhibits, internet and online materials, internal publications and annual reports must be submitted for approval.

Please note that the approval of any application of Rugby World Cup Limited intellectual property does not imply or represent that such logos, marks or graphics are registered trade marks in any particular territory and/or in any particular class of goods and/or services. All users of Rugby World Cup Limited logos, marks and graphics accept that they cannot rely on the existence of any such trade mark registrations.

### Use of Third-Party Intellectual Property (including player images)

Rugby World Cup Limited does not own the rights to third party intellectual property (including, without limitation, any player's images) and prior written consent from the third party is required for such use (even if access to the still imagery and/or footage which includes the player(s) has been provided by Rugby World Cup Limited). It is the responsibility of the licensee to ensure that such consent is properly obtained for the use in question.

Rugby World Cup Limited is not able to (and does not) grant the right to use any third-party intellectual property (whether photographic or graphic) and/or the right to use the image of any player or group of players (whether or not the same is used in a manner which is capable of being construed as implying any endorsement by such players and/or creating any association between such players and any Rugby World Cup Partner, Sponsor or other Licensee).

Furthermore, Rugby World Cup Limited is not able to (and does not) grant the right to use the logo or other intellectual property of any Participating Union (or Team) involved in Rugby World Cup 2015.

Any approval by Rugby World Cup Limited (given by IMG, on Rugby World Cup Limited's

behalf) for any material shall not extend to (or in any way relate to) such third-party intellectual property or use of player images and the submitting licensee shall be solely responsible for the use of any such third-party intellectual property and/or player images.

In all cases where Partners, Sponsors, Suppliers and other Licensees use third-party intellectual property and/or player images, written releases indicating that the correct authorisation/consent for use should be sought by the submitting party and may be required as part of the Approvals process. If you are unsure as to the use of third-party intellectual property and/or player images, please contact IMG in order to discuss how such consent can be sought.

## **Third-Party Associations**

Licensees must not permit or allow any third parties to create, suggest or attempt to create any association with Rugby World Cup 2015 through the materials and promotional campaigns of licensees. For the purposes of the Approvals process, a third party is a person or organisation (or their brand) that has not been specifically licensed by Rugby World Cup Limited. This includes, but is not limited to retailers, distributors, franchises/dealerships, charitable organisations and other sporting organisations and events.

### **Disclaimer**

Although IMG has taken all reasonable care that the information on this website is accurate at the time of publication, no representation or guarantee (including liability towards third parties), expressed or implied, is made as to accuracy, reliability or completeness. All use of materials contained on this website are subject to written approval on a case by case basis.

IMG accepts no responsibility for loss which may arise from accessing or reliance on information contained in this website and assumes no liability for the use or interpretation of information contained herein. Your use of this website is on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of merchantability, suitability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. In no event will IMG be liable for any damages including, without limitation, indirect or consequential damages, or any damages whatsoever arising from use or loss of use, data, or profits, whether in action of contract, negligence or other tort action, arising out of or in connection with the use of this website.

IMG does not warrant that the functions contained in the material contained in this website will be uninterrupted, timely, secure or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, and reliability of the materials.

Any material downloaded or otherwise obtained through the use of this website is done 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.

### **Links From and To the Site**

Links to third party websites on this website are provided solely as a convenience to you. If you use these links, you will leave this website. You acknowledge and agree that IMG has no responsibility for the accuracy or availability of information, material or content provided by third party linked websites. Links to such sites do not constitute an

endorsement by IMG of such websites or the content, products, or other materials or services presented on such websites. Information in the many web pages that are linked to the site, and the applications and services available through the site, come from a variety of sources. IMG does not author, edit, or monitor the content, links, or services provided by third parties.

#### **Confidential Information**

Please note that any information or material sent to IMG via this website will be deemed NOT to be confidential unless expressly stated otherwise. By sending IMG any information or material, you grant an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute those materials or information.

# Security

If you communicate with IMG by e-mail, you should note that the security of Internet e-mail is uncertain. By sending sensitive or confidential e-mail messages which are not encrypted you accept the risks of such uncertainty and possible lack of confidentiality over the Internet.

# **Limitation of Liability**

IN NO EVENT WILL IMG BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ANY USE OF THIS WEBSITE, OR ON ANY OTHER HYPER LINKED WEB SITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE, EVEN IF IMG IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Indemnity**

As a condition of use of this website, you agree to indemnify IMG and Rugby World Cup Limited and their affiliates, officers, employees and agents from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims resulting from your use of this website.

#### General

If any of these Terms & Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any country in which these Terms & Conditions are intended to be effective, then to the extent and within the jurisdiction which that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted from this clause and the remaining Terms & Conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

If there is any conflict between these Terms and Conditions and the specific terms appearing in your contract with Rugby World Cup Limited relating to specific material then the latter shall prevail.

These Terms & Conditions shall be governed by and construed in accordance with the laws of England and Wales without regard to conflicts of law principles. Disputes arising here from shall be exclusively subject to the jurisdiction of the courts of England and Wales.

## **PRIVACY POLICY**

#### **Collection of Information**

In general, you can visit this website without providing personal information. However, there may be times when we will request personal information in order to participate in this website's activities. Information is typically requested when you wish to contact us to provide booking information or to activate the approvals process.

#### Cookies

In common with many other website operators, we may use standard technology called 'cookies' on this site. Cookies are small pieces of information that are stored by your browser on your computer's hard drive. Our cookies enable us to work out what language to present the site in, to understand who has seen which pages, to determine how frequently particular pages are visited and to determine the most popular areas. They also enable us to enhance your visitor experience by storing information about the products and services that you select between visits so that we can provide you with focused information each time you visit.

Below is further information explaining the different types of cookies our website uses:

- Strictly necessary cookies
   These are cookies that are required for the operation of the website. They include, for example, cookies that enable you to log into secure areas of our website.
- 2. Functionality cookies
  These are used by us to recognize you when you return to our website. They
  enable the personalization of content, the recognise you and remember your
  preferences.

### How can I manage cookies?

By using our website you agree that we can place cookies on your device.

Some people find the idea of a website storing information on their device a little intrusive, in particular when the information is stored and used by a third party. For example, you may object to being served advertising which is targeted to your interests based on your browsing history. If you would prefer to opt out of cookies, it is possible to control cookies by following the steps below, however you should be aware that you might lose some features and functionality of the website if you do so

Cookies, including those which have already been set, can be deleted from your hard drive. You can also change the preferences/settings in your web browser to control cookies. In some cases, you can choose to accept cookies from the primary site, but block them from third parties. In others, you can block cookies from specific advertisers, or clear out all cookies. Deleting or blocking cookies may reduce functionality of the site. To learn more about how to reject cookies, visit www.allaboutcookies.org or go to the help menu within your internet browser. If you experience any problems having deleted cookies, you should contact the supplier of your web browser.

### **How We Use the Information**

When you submit personal information to IMG through this website, you agree that your information may be stored and processed by IMG.

IMG reserves the right to perform statistical analysis of user behaviour and characteristics in order to measure interest in and use of the various areas of the site(s) and to ascertain the number of users that have visited particular web pages. IMG confirms that in general it will only use the information you provide within IMG and / or Rugby World Cup Ltd and for the purposes of servicing your relationship with Rugby World Cup 2015. Where we want to pass the information on to third parties we will tell you – refer to the notices on particular web pages that let you know why we are requesting the information and to whom it will be made available. The option will then be yours to submit the information or not.

We collect and use your information in order to give you better service, to provide you with information and to make this website more useful to you. The contact information we collect is used to deliver the information you request from us. It is also used to contact you when necessary.

IMG will only disclose your personal information without notice when it believes disclosure to be required by law or regulation, or necessary to protect or defend the rights or property of IMG and/or Rugby World Cup Limited, the safety of the public or the users of this website.

## **Changes to this Privacy Policy**

We reserve the right to change our security and privacy policies at any time. Accordingly, we recommend that you check this page periodically in order to review our current policies.

# **Links to Other Sites**

This website may contain links to other sites whose privacy and information practices may be different to ours. You should consult the other sites' privacy notices. IMG is not responsible for the content or privacy policies of other sites.

#### Security

We use physical, electronic, and managerial procedures to help safeguard the information we collect from you online. We urge you to take precautions to protect your personal data when you are on the Internet. Change your passwords often and make sure you use a secure browser.

## Use of your information outside the European Union

Some of the organisations to which we may disclose your personal information may be situated outside of the European Union. In order to provide you with the products and services you require, we may need to transfer your personal information to these countries some of which do not protect privacy rights as extensively as in the United Kingdom.

### Your rights to access your personal information

You have the right to receive a copy of the personal information that we hold about you. We may charge a small fee towards the cost of administering any request you make.

# **Correcting Information/ Contacting the Web Site**

If you wish to correct any information you have provided to us or if you have any questions about this privacy statement, the practices of this site, or your dealings with our web site, you can contact us at the following address:

IMG (UK) LIMITED McCormack House Burlington Lane London, W4 2TH ENGLAND

This privacy policy is subject to change without notice. Last updated 27 November 2008

Copyright © 2008 IMG (UK) Limited. **All rights reserved.** No part of this web site may be reproduced by any means be it electronic, mechanical, photocopying, recording or otherwise, without prior written permission.

All photos supplied by Getty Images. Copyright ©. **All rights reserved.** Pictures may not be reprinted or otherwise reproduced.