

Edinburgh Rugby – Player Sponsorship Terms and Conditions

These Terms set out the Agreement between the applicant whose details are provided during the online checkout-out process (the Member) and Scottish Rugby Limited, trading as Edinburgh Rugby (the Club), a company incorporated under the laws of Scotland and registered under number SC132061 whose registered office is at Murrayfield, Edinburgh, EH12 5PJ (Scottish Rugby).

Scottish Rugby shall grant to the Member certain membership rights in return for payment to Scottish Rugby, all in accordance with this Agreement.

The terms of the Agreement are:

1. Duration

Unless terminated earlier in accordance with Clause 5 below, this Agreement shall start on the day that the Member completes their online membership transaction with associated payment and shall continue until 30 June 2024. Notwithstanding the foregoing, benefits are attributable to the 2023/24 season only, and a Member will not be entitled to any benefits in relation to the 2024/25 season of either rugby competition if one of them commences before the end of the Term.

2. Membership Fee

2.1. In consideration of the rights granted by Scottish Rugby to the Member under this Agreement, the Member shall pay such fee as is set out at the point of purchase (the Fee) to Scottish Rugby.

3. Rights & Benefits

3.1. In consideration of payment of the Fee by the Member, Scottish Rugby shall provide the following rights and benefits to the Member during the Term:

- i. The Member can select to sponsor one (1) International, Senior or Young player;
- ii. One (1) player appearance from the sponsored player for approximately two (2) hours; Date and time to be agreed and subject to availability and all training and match commitments;
- iii. 30 second promotional message to be recorded by chosen sponsored player for the Sponsor to be use on their own advertising channels. All content to be agreed in advance with Edinburgh Rugby;
- iv. Personalised Player Thank You Message to the Sponsor to be recorded and used on the Sponsor's website. Content to be approved by Edinburgh Rugby;
- v. Personalised Player Sponsor Lock-Up Logo;
- vi. Edinburgh Rugby to feature the selected sponsored player and Sponsor's name on a LinkedIn Story. The content and timing of this will be agreed between the parties;
- vii. One (1) signed replica Edinburgh Rugby Shirt;
- viii. Sponsor's logo to be displayed next to Edinburgh Rugby player profiles in each digital matchday programme and on the Edinburgh Rugby website;
- ix. Sponsor's logo to be displayed on sponsored players profile on Edinburgh Rugby's website;
- x. Sponsor's name tagged on Twitter when the selected sponsored player scores during a match; and
- xi. Invitation to attend a lunch with selected sponsored player and other player sponsors and sponsored players. Date and time of such event will be subject to all training and match commitments.

All contact and communications with a sponsored player should be organised through Edinburgh Rugby unless otherwise agreed.

4. Member's Obligations

4.1 The Member shall:

4.1.1. acknowledge and agree by purchasing the product, they have consented to the use of their name for the purposes set out in paragraph 3 above. If the Member has used a Company name the Member shall be deemed to have provided consent on the Company's behalf;

4.1.2. not exploit its rights in such a manner which brings the sport of rugby, Scottish Rugby or any individual player or official into ridicule or disrepute;

4.1.3. not hold itself out as a sponsor of Scottish Rugby or otherwise associate itself with Scottish Rugby except strictly in accordance with and subject to the terms of this Agreement;

4.1.4. co-operate with and comply with all reasonable requests of Scottish Rugby at all times during the Term;

4.1.5. if the Member becomes aware of any threatened or actual unauthorised use of Scottish Rugby's intellectual property rights, the Member shall immediately notify the same to Scottish Rugby in writing, setting out the facts in reasonable detail; and

4.1.6. acknowledge and agree that Scottish Rugby is unable to accept player sponsorship from companies with the Wealth Management sector, at the sole discretion of Scottish Rugby.

5. Termination

5.1. Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, Scottish Rugby may terminate this Agreement without liability if:

5.1.1 if the Member is in breach of any term of this Agreement; or

5.1.2 on giving not less than 28 days written notice to the Member.

5.2. Should Scottish Rugby wish to exercise its rights under Clause 5.1.2 above and without prejudice to its right to terminate this Agreement, as a result of the occurrence of such event, the Parties agree to negotiate in good faith a pro-rata refund of the Fee payable by the Member effective immediately from any such agreement being reached.

5.3 On termination the Member agrees to immediately surrender any and all rights and benefits otherwise due under this Agreement.

6. Assignment

6.1. The Member shall not assign or attempt to assign in whole or in part the benefit of this agreement without the prior written consent of Scottish Rugby.

6.2. Scottish Rugby shall be entitled to assign any of its rights and obligations under this Agreement provided that the Member's rights are not adversely affected.

7. Force Majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

8. General

8.1. All warranties, conditions and other terms which are not expressly stated in this Agreement (including, without limitation, those implied by statute or common law) are, to the fullest extent permitted by law, excluded from this Agreement.

8.2. Nothing in this Agreement shall limit or exclude either parties liability for:

8.2.1. death or personal injury resulting from that party's negligence;

8.2.2. any damage or liability incurred by the other party as a result of a party's fraud or fraudulent misrepresentation; or

8.2.3. any liability to the extent that it cannot be excluded or limited by law.

8.3. Subject to Clause 8.2:

8.3.1. Scottish Rugby shall not be liable under or in connection with this Agreement for: any losses or damages which were not reasonably foreseeable by Scottish Rugby at the time of entering into the Agreement; any loss of profits; any loss of business; any loss of goodwill; any loss of contract; any loss of anticipated savings; or any similar losses; and

8.3.2. Scottish Rugby's liability under or in connection with this Agreement shall be limited to a sum equal to the Fee in aggregate.

8.4. This Agreement sets out the entire agreement and understanding between the parties and supersedes all previous agreements and arrangements between them with regard to such transactions.

8.5. This Agreement shall be governed by Scottish law and the parties agree to submit to the non-exclusive jurisdiction of the courts of Scotland.