

Edinburgh Rugby – Player Sponsorship Terms and Conditions

These Terms set out the Agreement relating to the sponsorship of the Sponsored Player outlined in the attached Edinburgh Rugby Player Sponsorship form (the “Form”) between the applicant whose details are provided in the form (the “Member”) and Scottish Rugby Limited trading as Edinburgh Rugby, a company incorporated in Scotland with company number SC132061 and registered office at Murrayfield, Edinburgh, EH12 5PJ (the “Club”).

The Club shall grant to the Member certain membership rights in return for payment to the Club, 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 the Form with associated payment and shall continue until 30 June 2026 (the “Term”). Notwithstanding the foregoing, benefits are attributable to the 2025/26 season only, and a Member will not be entitled to any benefits in relation to the 2026/27 season onwards.

2. Membership Fee

In consideration of the rights granted by the Club to the Member under this Agreement, the Member shall pay such fee as is set out on the Form to the Club (the “Fee”). Fees shall be paid up front prior to the Member exercising any rights and benefits outlined in this Agreement.

3. Rights & Benefits

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

3.1.1. The Member can select to sponsor one (1) International, Senior or Young player (the “Sponsored Player”).

3.1.2. Club to feature the Member’s name alongside the Sponsored Player on one LinkedIn story during the Term. The content and timing of this will be agreed in writing between the parties.

3.1.3. One (1) match worn Club jersey signed by the Sponsored Player.

3.1.4. Member’s logo to be displayed next to Sponsored Player profile in each digital matchday programme and on the Club website.

3.1.5. Member’s logo/name to be included within a sponsored player graphic and shared on "X" social media platform when the Sponsored Player scores a try.

3.1.6. The Member’s logo and/or name will be displayed within the Big Screen Player Graphic as part of the Team Announcement.

3.1.7. The Member’s logo and/or name shall be included as part of the Sponsor Recognition on all Player Birthday graphics

3.1.8. An invitation for two individuals of the Member to attend a closed doors training session held at Hive Stadium. Date and time of such event will be subject to all training and match commitments.

3.1.9. Invitation for two individuals of the Member to attend a Club sponsors and partners event also attended by the Sponsored Player. Date and time of such event will be subject to all training and match commitments.

All contact and communications with the Sponsored Player should be organised through the Club unless otherwise agreed in writing.

4. Member's Obligations

4.1. The Member acknowledges and agrees that they have consented for the Club to use their name and intellectual property 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.

4.2. The Member will co-operate with and comply with all reasonable requests of the Club at all times during the Term.

4.3. The Member shall not:

4.3.1. exploit its rights in such a manner which brings the sport of rugby, the Club, the Sponsored Player or any other individual player or official into ridicule or disrepute; and

4.3.2. hold itself out as a sponsor of the Club or otherwise associate itself with the Club except strictly in accordance with and subject to the terms of this Agreement.

4.4. If the Member becomes aware of any threatened or actual unauthorised use of the Club's intellectual property rights, the Member shall immediately notify the same to the Club in writing, setting out the facts in reasonable detail.

5. Termination

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

5.1.1. Immediately if the Member breaches any term of this Agreement; or

5.1.2. Upon giving not less than 28 days' written notice to the Member, such termination to take effect at the end of the 28 day period.

5.2. If the Club exercises its rights under Clause 5.1(b) above and without prejudice to its right to terminate this Agreement, the Parties agree to negotiate in good faith a pro-rata refund of the Fee payable by the Member.

5.3. On termination of this Agreement 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 the Club.
- 6.2. The Club 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. 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. the Club shall not be liable under or in connection with this Agreement for: any losses or damages which were not reasonably foreseeable by the Club 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. the Club's liability under or in connection with this Agreement shall be limited to a sum equal to the Fee in aggregate.
- 8.4. Unless otherwise agreed in writing with the Club, the Member shall be responsible for all expenses incurred during the Member's exercise of this Agreement.
- 8.5. 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.
- 8.6. This Agreement shall be governed by Scottish law and the parties agree to submit to the non-exclusive jurisdiction of the courts of Scotland.