



# NFLRegionalCombines.com

## Website Terms and Conditions

Effective Date: November 15, 2011

The following Web site Terms and Conditions Agreement (the "Agreement") governs your use of this Web site (the "Site").

Your use of the Site constitutes your acceptance of the Agreement. Your acceptance of the Agreement provides you with a limited and temporary license and permission to use the software and other resources of the Site, which license and permission we may revoke at any time, as described below. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program.

### **1. Copyright Rights**

We own or license all copyright rights in the text, images, photographs, video, audio, graphics, user interface, and other content provided on the Site, and the selection, coordination, and arrangement of such content (whether by us or by you), to the full extent provided under the copyright laws of the United States and other countries. Except as expressly provided in this Agreement, you are prohibited from copying, reproducing, modifying, distributing, displaying, performing or transmitting any of the contents of the Site for any purposes, and nothing otherwise stated or implied in the Site confers on you any license or right to do so.

You may use the Site and the contents contained in the Site solely for your own individual non-commercial and informational purposes only. Any other use, including for any commercial purposes, is strictly prohibited without our express prior written consent. Systematic retrieval of data or other content from the Site, whether to create or compile, directly or indirectly, a collection, compilation, database or directory, is prohibited absent our express prior written consent.

### **2. Trade and Service Mark Rights**

We (or our affiliates) and our member professional football clubs own all rights in the product names, company names, trade names, logos, product packaging and designs ("Trademarks") of the National Football League and such member clubs, and third parties own all Trademarks in their respective products or services, whether or not appearing in large print or with the trademark symbol. Unauthorized use of any such Trademarks, including reproduction, imitation, dilution or confusing or misleading uses, is prohibited under the trademark laws of the United States and other countries. You are expressly prohibited from using or misusing any Trademarks, except as expressly provided in this Agreement, and nothing otherwise stated or implied in the Site confers on you any license or right to do so.

### **3. Modification of This Agreement**

We reserve the right to amend this Agreement at any time by posting an updated version. You should therefore periodically visit this page to review the then-current Agreement. Your use of the Site after our posting of amendments to this Agreement will constitute your acceptance of this Agreement, as modified. If, at any time, you do not wish to accept this Agreement, you may not use the Site.

### **4. Access to the Site**

In order to access the Site, you must have access to the World Wide Web, either directly or through devices that access Web-based content, and must pay any service fees associated with such access. As we make changes to the Site, the minimum technical requirements for access to the Site may change. You are responsible for determining whether your computer satisfies the minimum technical requirements before you register to access the Site. Moreover, if we change the minimum technical requirements after you initially register to access the Site such that your computer no longer satisfies the requirements, your exclusive remedy will be to request termination of your access to the Site under the provisions of Section 22 of this Agreement.

### **5. Registration, Username, Password, Security**

(a) Registration. Registration may be required for certain portions of the Site. We will not grant any user access to any registration-required portions of the Site unless he or she has completed the necessary registration and paid the fees, if any, associated with access to such portion of the Site. Registration is non-transferable.

(b) Your User Identity. Your username and password will be your identity for purposes of interacting with the Site.

(c) Username, Passwords, and Password Access. You shall keep confidential, shall not disseminate, and shall use solely in accordance with this Agreement, your username, and password for the Site. You shall immediately notify us if you learn of or suspect: (i) any loss or theft of your username or password, or (ii) any unauthorized use of your username or password or of the Site. In the event of such loss, theft, or unauthorized use, we may impose on you, at our sole discretion, additional security obligations.

(d) Security Breaches and Revision. If any unauthorized person obtains access to the Site as a result of any act or omission by you, you shall use your best efforts to ascertain the source and manner of acquisition and shall fully and promptly notify us by email at [notices@nfl.com](mailto:notices@nfl.com). You shall otherwise cooperate and assist in any investigation relating to any such unauthorized access.

### **6. Cancellation, Refund, and Change Policy**

You may cancel your registration for any NFL Regional Combine by sending an e-mail to [nflregionalcombines@nfl.com](mailto:nflregionalcombines@nfl.com) no later than 11:59 p.m., New York time on the Monday prior to the NFL Regional Combine for which you registered. Cancellations may also be sent by U.S. mail (Attn: NFL Regional Combines, 345 Park Avenue, New York, NY 10154) as long as such mail is received by 11:59 p.m., New York time on the Monday prior to the NFL Regional Combine for which you registered. No

refunds will be made for cancellation request received after that time, unless your reason for cancelling is because you were invited to the National Scouting Combine prior to participating in the NFL Regional Combine for which you registered. Refunds will be issued in the same form that payment was made.

If you would like to change the NFL Regional Combine that you registered for on the Site, please call 212-450-2434 and leave a message specifying your full name, telephone number and the change that you would like to make. All changes must be approved by the NFL and are subject to availability at the other NFL Regional Combines.

We reserve the right to modify the cost of registration for any NFL Regional Combine and/or any other services/products offered for purchase through the Site. We are not responsible for any error in copy or images relating to services/products offered for purchase through the Site.

In order to register for an NFL Regional Combine or other services/products offered for purchase through the Site, you may be required to provide complete and accurate personal information, including, without limitation, your name, address, telephone number, e-mail address, credit card information and billing address. Our Privacy Policy explains how such information collected via the Site may be used by us. Your ability to register for an NFL Regional Combine and/or other services/products offered for purchase through the Site is subject to limits established by your credit card issuer. You must notify us immediately of any change in your credit card information, including any change to your home address. By utilizing a credit or debit card for NFL Regional Combine registration or any other services/products offered for purchase through the Site, you authorize us to charge such card the amount described on the applicable registration/services/products purchase path(s).

Our reasonable effort to provide you with a refund, as described above, will be your exclusive remedy if you or we terminate your access to the Site, including in the event that you claim we breached our obligations to you.

By accepting this Agreement, you agree that it is your responsibility to notify us of any change in your e-mail address by logging in to the Site and using the online account management tool. If your e-mail service includes functionality or software that catalogues your e-mails in an automated manner, it is your responsibility to ensure that those e-mails we send to you reach your inbox, either by routinely monitoring your bulk, junk and/or spam e-mail folders or by adding us to your address book or safe senders list.

You may be able to buy certain products (including, without limitation, wireless content applications) and services from third-party operated store-fronts available within the Site ("Third Party Sales Locations"). Even though the Third Party Sales Locations may have the look and feel of the Site, please be aware that such Third Party Sales Locations may be governed by additional terms of use agreements. You should read the Terms of Use agreements applicable to such Third Party Sales Locations. We expressly disclaim any responsibility or liability for any damage, loss or injury arising out of the activities of any Third Party Sales Locations or any product or service provided therein.

## **7. Links**

The Site may contain links to other services ("Linked Services"). The Linked Services are not under our control and we are not responsible for the contents of the Linked Services, including, without limitation, links contained on Linked Services, or any changes or updates to Linked Services. The Site provide links only as a convenience, and the inclusion of any links to a Linked Service is not an endorsement by us of any company offering Internet services, products or services on the Linked Services.

You may link to the home page of the Site without obtaining our permission provided that you do so only through a plain-text link. For any other type of link to the Site, you must obtain our express written permission. To seek our permission, you may write to Legal Department, Attn: NFL.com, National Football League, 345 Park Avenue, 5th Floor, New York, NY 10154. If you provide a third-party Web site that links to the Site, you: (a) shall not create a frame, browser or border environment around any of the content of the Site; (b) shall not imply that we endorse or sponsor your Web site or any of its products or services; (c) shall not present false information about us, the Site or any of our products or services; (d) shall not use any of our trademarks without our express prior written permission; and (e) shall not include any content that could be construed by us as distasteful, offensive or controversial. Notwithstanding anything to the contrary contained in this Agreement, we reserve the right to deny or rescind permission to link to the Site from any Web site, and to require termination of any link to the Site, for any reason in our sole and absolute discretion.

## **8. Availability of Site**

You agree that we are not obligated to provide you with any specific content under this Agreement.

## **9. Compliance with Laws/Regulations**

You are required to comply with all applicable laws and regulations in connection with your use of the Site, and such further limitations as may be set forth in any written or on-screen notice from us. By using the Site, you represent and warrant that you will not use the Site for any purpose that is either unlawful or prohibited by this Agreement. We reserve the right to disclose any information about you or your use of the Site in connection with any investigations by us or law enforcement authorities as may be appropriate or necessary to satisfy any applicable law, regulation, legal process or governmental request.

## **10. Prohibited Uses Generally**

Without limiting the foregoing, you agree not to transmit, distribute, post, communicate or store information or other material on, to or through the Site that:

- (a) is copyrighted, unless you are the copyright owner or valid licensee to such materials;
- (b) reveals trade secrets, unless you own them, or you are the valid licensee to such materials;
- (c) infringes on any other intellectual property rights of others or on the privacy or publicity rights of others;

(d) is unlawful, obscene, indecent, sexually explicit, threatening, harmful, defamatory, threatening, harassing, abusive, hateful, slanderous or embarrassing to any other person or entity or refers negatively to people or groups on the basis of their race, ethnicity, religion, sexual orientation, gender, or similar characteristics;

(e) contains false statements or misrepresentations that could damage you, us or a third party;

(f) constitutes advertisements or solicitations of business, surveys, contests, chain letters or pyramid schemes; or

(g) contains viruses, Trojan horses, worms, time bombs, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

You further agree not to:

(a) use any incomplete, false or inaccurate biographical information or other information for purposes of registering as a user of the Site, or for purposes of registering for any promotions offered through the Site;

(b) delete or revise any material or other information of any other user of the Site;

(c) harvest, collect, or send information about others, including e-mail addresses, without their consent;

(d) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site;

(e) use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on this Site;

(f) use or attempt to use any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Site to harvest or otherwise collect information from the Site to be used for any commercial purpose;

(g) allow any other person or entity to use your username or password for posting or viewing comments or sending or receiving materials; or

(h) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Site.

You further agree not to violate or attempt to violate the security of the Service, including, without limitation:

- (a) accessing data not intended for you or logging into a server or account that you are not authorized to access;
  - (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
  - (c) attempting to interfere with service to any user, host or network, including, without limitation, by way of submitting a virus to, or overloading, "flooding", "spamming", "mailbombing" or "crashing", the Site;
  - (d) sending unsolicited e-mail, including promotions and/or advertising of products or services; or
  - (e) forging any TCP/IP packet header or any part of the header information in any e-mail or posting.
- Violations of system or network security may result in civil or criminal liability.

We may investigate occurrences that may involve violations of the security of the Site or of the law and we may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

#### **11. Notice of Copyright Infringement**

If you believe that any of your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- (a) identification of the copyrighted work claimed to have been infringed;
- (b) identification of the allegedly infringing material on the Site that is requested to be removed;
- (c) your name, address and daytime telephone number, and an e-mail address if available, so that we may contact you if necessary;
- (d) a statement that you have a good faith belief that the use of the copyrighted work is not authorized by the you or the law;
- (e) a statement that the information in the notification is accurate, and under penalty of perjury, that you are, or are authorized to act on behalf of, the owner of an exclusive copyright right that is allegedly infringed; and
- (f) an electronic or physical signature of you or someone authorized on the copyright owner's behalf, to assert infringement of copyright and to submit the statement.

Our Copyright Agent for notice of claims of copyright infringement on the Site is Laura Hensel, National Football League who can be reached as follows:

Laura Hensel

[Laura.Hensel@nfl.com](mailto:Laura.Hensel@nfl.com)

Digital Rights Coordinator National Football League

345 Park Avenue

New York, NY 10154

We reserve the right to remove any posted submission that infringes the copyright of any person under the laws of the United States upon receipt of a notice that complies with the requirements of 17 U.S.C. §512(c)(3). United States law provides significant penalties for submitting such a statement falsely.

## **12. Privacy Policy**

We are committed to protecting your privacy and security and we have explained in detail the steps we take to do so in the Privacy Policy, a copy of which you should review by [clicking here](#). You, in turn, agree and consent to the terms of the Privacy Policy by your use of the Site.

## **13. Disclaimer of Warranties**

THE SITE IS PROVIDED "AS IS." WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE SITE, INCLUDING ANY PART THEREOF, OR ANY WEB SITE OR OTHER CONTENT OR SERVICE THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SITE. WE DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL (i) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (ii) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (iii) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE SERVICE, OR ANY PART THEREOF, (iv) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICE, (v) WARRANTIES RELATING TO THE ACCURACY OR CORRECTNESS OF DATA, AND (vi) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY US OR ANY THIRD PARTY. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, THERE IS NO WARRANTY THAT THE SITE WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON. WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, THAT THE INFORMATION PROVIDED THROUGH THE SITE WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION. ANY INFORMATION ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE, AND WE DISCLAIM ALL RESPONSIBILITY FOR THESE CHANGES, INCLUDING, BUT NOT LIMITED TO, CHANGES TO PRICES, DISCOUNTS, AND HOURS OF OPERATION.

#### **14. Limitation of Liability**

IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE, OR ANY WEB SITE LINKED TO OR FROM THIS SERVICE, BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOSS OF BUSINESS OR DATA, BUSINESS INTERRUPTION, TRADING

LOSSES, AND DAMAGES THAT RESULT FROM INACCURACY OF THE INFORMATION OR INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE SERVICE) ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICE, YOUR ACCESS, USE OR INABILITY TO USE THE SITE OR ANY WEB SITE LINKED TO OR FROM THE SERVICE, ANY CONTENT CONTAINED THEREIN, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE EVEN IF WE OR ANY THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WE RESERVE THE RIGHT TO ALTER THE CONTENT OF THE SITE IN ANY WAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND WILL NOT BE LIABLE IN ANY WAY FOR POSSIBLE CONSEQUENCES OF SUCH CHANGES.

THE LIMITATIONS IN THIS SECTION 14 APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION ARISING UNDER THIS AGREEMENT EXCEED ONE HUNDRED DOLLARS (\$100.00).

#### **15. Indemnification**

Upon our request, you agree to indemnify and hold harmless us, and our subsidiaries, affiliates, directors, officers, agents, licensors, co-branders or other partners and employees, from and against all liabilities, claims and expenses, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site, your violation of this Agreement or your violation of any rights of another.

#### **16. Choice of Law and Forum**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law rules. You expressly consent and agree to submit to the exclusive jurisdiction and venue of the United States District Court for the Southern District of New York or, for matters not susceptible of adjudication in the federal courts, the courts of the State of New York located in New York County, in all disputes arising out of or relating to the use of the Site.



## **17. United States Jurisdiction**

The Site is operated out of the United States of America. We do not represent that content or materials presented on the Site are appropriate (or, in some case, unavailable) for use in other locations. If you access the Site from a jurisdiction other than the United States, you agree that you do so on your own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable to your use of the Site.

## **18. Severability and Integration**

This Agreement constitutes the entire agreement between you and us and governs your use of the Site, superseding any prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect. This agreement may be modified only by our posting on the Site changes to this Agreement, or by a subsequent writing signed by us.

## **19. No Waiver**

Our failure to enforce any provisions of this Agreement or to respond to a breach by you or other parties shall not in any way waive its right to enforce subsequently any terms or conditions of this Agreement or to act with respect to similar breaches.

## **20. No Professional Advice**

Any information supplied by any of our employees or agents, whether by telephone, e-mail, letter, facsimile or other form of communication, is intended solely as general guidance on the use of the Site, and does not constitute legal, tax, accounting or other professional advice. Individual situations and state laws vary and users are encouraged to obtain appropriate advice from qualified professionals in the applicable jurisdictions. We make no representations or warranties concerning any course of action taken by any person following or otherwise using the information offered or provided within or through the Site, and we will not be liable for any direct, indirect, consequential, special, exemplary or other damages that may result, including but not limited to economic loss, injury, illness or death.

## **21. Miscellaneous**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement or your use of the Site. Nothing contained in this Agreement is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by us with respect to such use. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **22. Termination**

We reserve the right, in our sole discretion, to terminate this Agreement and your access to all or part of the Site, with or without notice and with or without cause. Termination of your access to the Site means the revocation of the limited and temporary license and permission to use the software and other resources of the Site we are granting to you under this Agreement. The provisions of this Agreement will survive the termination of your access to the Site and of this Agreement.

## **23. Notices**

At our option, we may give notices to users of the Site by posting a message on the Site, by electronic or conventional mail or by any other means by which users obtain actual knowledge thereof. Any notices you give to us must be by electronic or conventional mail. Any notices you send to us by electronic mail must be sent to [notices@nfl.com](mailto:notices@nfl.com). Notices to us by conventional mail must be sent to: Legal Department, Attn: NFL.com, National Football League, 345 Park Avenue, 7th Floor, New York, NY 10154. Any notice by you to us will not change the terms of this Agreement unless the change is expressly accepted in writing by one of our authorized officers.

## **24. Violations.**

Please report any violations of this Agreement to [notices@nfl.com](mailto:notices@nfl.com).