



Free mobile guide to the Lions Tour!

Whether you are watching back home in the UK & Ireland or travelling to South Africa this summer, make sure you are up to speed with all the latest news and views on this summer's British & Irish Lions Tour by downloading this free Guide to the Lions Tour 2009 to your mobile phone.

With fixtures, venue and city guides, news and views from the official Lions website as well as regular updates, download it now by texting:

For UK mobiles text
Lions to 60999

For Republic of Ireland
mobiles text
Lions to 57977

For South African
mobiles text
Lions to 34970



HSBC

PRINCIPAL PARTNER

British and Irish Lions Mobile Guide

End User License Agreement

This Agreement is a legal agreement between you and British and Irish Lions Limited (BLL) and applies to the use of Software, and includes any accompanying printed materials and any 'online' or electronic documentation. This Agreement will also apply to any Software error corrections, updates and upgrades subsequently furnished by BLL, unless such are accompanied by different license terms and conditions which will govern their use.

Article 1 Definitions

In this Agreement the following capitalised definitions are being used, singular as well as plural.

- 1.1 Agreement: this End User License Agreement, as may be renewed, modified and/or amended from time to time.
- 1.2 Device: Your mobile phone, PDA or BlackBerry, on which the Software will be installed.
- 1.3 Documentation: any online or otherwise enclosed documentation provided by BLL.
- 1.4 Effective Date: the date on which this Agreement is entered into by texting a short code.
- 1.5 IP Rights: any and all intellectual property rights, including but not limited to copyrights, trademarks and patents, as well as know how contained in or relating to the Software, the user interface, the Documentation or the Website.
- 1.6 Software: the software distributed by BLL for use on Your mobile phone and/or PDA/BlackBerry, as well as any future programming fixes, updates and upgrades thereof.
- 1.7 Staff: the officers, directors, employees and agents of BLL or its affiliates, or any other persons hired by BLL or its affiliates in relation with the execution of this Agreement.
- 1.8 Website: any and all elements and contents of the website available from which website the Software can be downloaded.
- 1.9 BLL: the private company with limited liability, established under the Laws of Great Britain, BLL
- 1.10 You: you, the end user of the Software, also used in the form "Your" where applicable.

Article 2 License and Restrictions

- 2.1 Upon installation of the Software, the license grant described below will become effective.
- 2.2 Subject to the terms of this Agreement, BLL hereby grants You a limited, personal, non-commercial, non-exclusive, non-sublicensable, non-assignable license to download, install and use the Software on Your Device, in accordance with the Documentation available on the lionsrugby.com website.
- 2.3 Nothing in this license will entitle You to receive from BLL hard-copy documentation, technical support, telephone assistance, or updates to the Software.
- 2.4 The Software contains valuable know how proprietary to BLL and its suppliers. To the extent permitted by relevant law, you shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the Software.

2.5 This Software is licensed as a single product. You may not separate its component parts for use on more than one computer or device.

2.6 You may not modify or make derivative works of the Software.

2.7 BLL, in its sole discretion, reserves the right to add additional features or functions, or to provide programming fixes, updates and upgrades, to the Software. You acknowledge and agree that BLL has no obligation to make available to You any subsequent versions of the Software. You also agree that you may have to enter into a renewed version of this Agreement, in the event you want to download, install or use a new version of the Software. Furthermore, you acknowledge and agree that BLL, at its sole discretion, may modify, discontinue or suspend Your ability to use any version of the Software, or terminate any license hereunder, at any time, with immediate effect and without recourse to the courts.

2.8 Since BLL, as You are aware of and consent to by ordering the Software, starts executing the Agreement immediately after you text a short code:

Text 'Lions' to 60999

(for users in UK)

Text 'Lions' to 57977

(for users in Republic of Ireland)

Text 'Lions' to 34970

(for users in South Africa)

All regulations providing You a right to revoke any agreements concluded on distance within a certain period and without giving reasons, do not apply to BLL's performance of the Agreement.

Article 3 IP Rights

3.1 You acknowledge and agree that any and all IP Rights are and shall remain the exclusive property of BLL and its licensors. Nothing in this Agreement intends to transfer any IP Rights to, or to vest any IP Rights in, You. You are only entitled to the limited use of the IP Rights granted to You in this Agreement. You will not take any action to jeopardise, limit or interfere with the IP Rights. You acknowledge and agree that any unauthorized use of the IP Rights is a violation of this Agreement as well as a violation of intellectual property laws, including without limitation copyright laws and trademark laws.

3.2 You agree that You will not remove, obscure, make illegible or alter any notices or indications of the IP Rights and/or BLL's rights and ownership thereof.

Article 4 Your Use of the Software

4.1 Installing Software enables You to access information and/or content from Your Device.

4.2 It is Your sole responsibility to ensure compatibility of Your Device with the Software, in accordance with these technical specifications.

4.3 Instructions on the installation of the Software will be provided to You on the Website. It is Your sole responsibility to ensure correct implementation and to ensure sufficient capacity for the Software on Your Device, in accordance with these instructions.

4.4 You may incur costs from Your telecom provider for the installation of the Software from the Website on Your Device. These costs may vary according to Your telecom provider. In no event shall BLL be accountable for such costs.

4.5 BLL may include content from third parties in the Software. In no event shall BLL be liable for the content developed by third parties incorporated in the Software.

4.6 In no event shall BLL be liable for any damage which may occur to the Device due to non-compatibility of the Software and Your Device and/or the faulty installation of the Software on Your Device.

Article 5 Personal Data

5.1 BLL is committed to respecting the privacy and the confidentiality of Your personal data. The Privacy Statement, published on the lionsrugby.com website applies to the use of Your personal data.

Article 6 Term and (Consequences of) Termination

6.1 This Agreement will be effective as of the Effective Date and will remain effective until terminated by either BLL or You as set forth below.

6.2 BLL may terminate this Agreement at any time, with or without cause, by providing notice to You and/or by preventing Your access to the Software.

6.3 You may terminate this Agreement with immediate effect at any time, with or without cause and without recourse to the courts.

6.4 Upon termination of this Agreement, You (a) acknowledge and agree that all licenses and rights to use the Software shall terminate, and (b) will cease any and all use of the Software, and (c) will remove the Software from all hard drives, networks and other storage media and destroy all copies of the Software in Your possession or under Your control.

Article 7 Your Representations and Warranties; Indemnification of BLL

7.1 You represent and warrant that You are authorized to enter into this Agreement and comply with its terms. Furthermore, You represent and warrant that You will at any and all times meet with Your obligations hereunder, as well as any and all laws, regulations and policies that may apply to the use of the Software.

7.2 You agree to indemnify, defend and hold BLL, its affiliates and Staff harmless from and against any and all liability and costs, including reasonable attorneys' fees incurred by said parties, in connection with or arising out of Your (a) violation or breach of any term of this Agreement or any applicable law, regulation, policy or guideline, whether or not referenced herein, or (b) violation of any rights of any third party, or (c) use or misuse of the Software.

Article 8 Disclaimer of Warranties

8.1 The Software is provided "as is"; BLL does not, either expressed or implied, make any warranties, claims or representations with respect to the Software, including, without limitation, warranties of quality, performance, non-infringement, or fitness for use or a particular purpose. BLL further does not represent or warrant that the Software will always be available, accessible, uninterrupted, timely, secure, accurate, complete, and error-free.

8.2 You acknowledge and agree that the entire risk arising out of the use or performance of the Software remains with You, to the maximum extent permitted by law.

Article 9 Limitation of Liability

BLL assumes no responsibility or liability for:

9.1. Any incorrect or inaccurate short-code entry, or for any faulty or failed electronic data transmissions.

9.2. Communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilised in any aspect of this Agreement.

9.3. Inaccessibility or unavailability of the internet or the website or any combination thereof.

Article 10 General Provisions

10.1 BLL reserves the right to modify this Agreement at any time by providing such revised Agreement to You or by publishing the revised Agreement on the Website. Your continued use of the Software shall constitute Your acceptance to be bound by the terms and conditions of the revised Agreement.

10.2 The terms and conditions of this Agreement constitute the entire agreement between You and BLL with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter.

10.3 Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect.

10.4 The failure of BLL at any time or times to require performance of any provisions hereof shall in no manner affect its right at a later time to enforce the same unless the same is explicitly waived in writing and signed by BLL.

10.5 You agree to take all reasonable steps at all times to protect and maintain any confidential information regarding BLL, its affiliates, the BLL Staff, the Software and the IP Rights, strictly confidential.

10.6 BLL is allowed to at its sole discretion assign this Agreement or any rights hereunder to any affiliate, without giving prior notice.

10.7 This Agreement shall be governed by and construed in accordance with the Laws of Great Britain.

10.8 Any legal proceedings arising out of or relating to this Agreement will be subject to the exclusive jurisdiction of Great Britain's court of Law.