



VOLUNTEER



UEFA EURO 2020 Volunteer App

Terms and Conditions

# UEFA EURO 2020 Volunteer App - Terms and Conditions of Use

The object of these terms and conditions of use (the "Terms") is to govern the relationship between the Scottish FA and the Volunteer using the UEFA EURO 2020 Volunteer App (both referred to as the "Parties" or each as a "Party") in relation to the access to and use of the App.

By accessing, downloading, installing, or using the App and confirming that you "accept" these Terms, you signify your agreement with and understanding of these Terms, which you acknowledge you have read and understood. You acknowledge that these Terms will bind you.

## 1. Glossary

|                 |   |
|-----------------|---|
| App             | means the UEFA EURO 2020 Volunteer App developed by UEFA on behalf of the Scottish FA.  |
| Scottish FA     | means The Scottish Football Association Limited, a company incorporated and registered in Scotland with company number SC005453 and having its registered office at Hampden Park, Glasgow, G42 9AY.   |
| UEFA            | means Union des associations européennes de football with its registered office at Route de Genève 46, 1260 Nyon, Switzerland, which is the parent company of UEFA Events SA. Any references made throughout this document to UEFA shall be deemed to include its wholly-owned subsidiary UEFA Events SA.   |
| UEFA EURO 2020™ | means the final tournament of the UEFA European Football Championships 2020 which is due to be staged in twelve (12) host cities across Europe during June and July 2020, including all related official events which shall include the draws, official dinners, official activities related to the participating member associations, any "Fan Zones", welcome events, press conferences and media events organised by UEFA and/or the Scottish FA in connection with it, and any other events agreed by UEFA and the Scottish FA as official tournament events. |
| Volunteer       | means the person who has applied to participate in the UEFA EURO 2020™ volunteer programme.   |

## 2. Object

2.1 UEFA developed and licensed the App to the Scottish FA for the purpose of facilitating communication and collaboration between the Scottish FA and Volunteers related to their participation in the UEFA EURO 2020™ volunteer programme.

## 3. Content

3.1 The App includes: (i) Content provided by the Scottish FA ("Scottish FA Content"), such as missions and/or extra missions assigned to the Volunteer; and (ii) Content that is selected, validated or otherwise transmitted by the Volunteer ("Volunteer Submissions"), such as approvals or refusals of extra missions, clock-in and clock-out times of missions and extra missions.

3.2 The recording of clock-in times requires the use of real-time location data in order to provide appropriate Volunteer Submissions.

- 3.3 The App may contain, links or feeds from or to other websites or resources. Because the Scottish FA has no control over such sites and resources, each Volunteer acknowledges and agrees that the Scottish FA is not responsible for the availability of such external sites or resources, and does not endorse, and is not responsible or liable for, any content available on such sites or resources. EACH VOLUNTEER FURTHER ACKNOWLEDGES AND AGREES THAT THE SCOTTISH FA SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY OR IN CONNECTION WITH THE USE OF, OR RELIANCE UPON, ANY SUCH CONTENT, GOODS, SERVICES OR ANY OTHER MATERIAL AVAILABLE ON OR THROUGH ANY SUCH LINKS OR FEEDS FROM OR TO OTHER WEBSITES OR RESOURCES.
- 3.4 The Volunteer hereby acknowledges and agrees that Scottish FA Content and Volunteer Submissions shall be treated as confidential information and not disclosed to third parties without the prior written consent of the Scottish FA or the relevant Volunteer. The Volunteer shall undertake all necessary measures in order to preserve and ensure the strict confidentiality of such Scottish FA Content and Volunteer Submissions.

#### **4. Grant of rights and access control**

- 4.1 In order to access and use the App, the Volunteer will be required to download it through a third-party digital distribution platform that makes mobile applications available. Your use of such digital distribution platform will be governed by a separate and independent legal agreement between you and the relevant third party, and the Scottish FA and UEFA have no responsibility or liability to the Volunteer in respect of your use of such platform or any transactions with such third parties on their platforms.
- 4.2 In consideration of the Volunteer agreeing to adhere to the Terms, the Scottish FA hereby grants to the Volunteer a non-exclusive, non-transferable and non-assignable right to access and use the App in accordance with the Terms. If you do not agree to these Terms, please do not download and access the App.
- 4.3 The Volunteer hereby agrees and acknowledges that the rights of access to and use of the App are granted by the Scottish FA personally and only to the Volunteer in accordance with the authentication process set out in these Terms.
- 4.4 The login information ("Identification Tools") shall be communicated to the relevant Volunteer personally at the email address provided by the Volunteer. The login name and password (minimum 8 characters, including one capital letter, one lower case letter, one number and one special character) designated by the Volunteer or the Scottish FA must be changed immediately upon receipt to a password freely selected by the Volunteer but complying with the same rules.
- 4.5 The App services shall become available to the Volunteer upon notification of his/her personal Identification Tools.
- 4.6 The Volunteer shall at all times keep confidential and not disclose to any third party the Identification Tools and shall immediately notify the Scottish FA if he/she knows or has grounds for suspecting that any Identification Tools have become known to anyone other than the Volunteer. In these circumstances the Volunteer shall immediately change, delete and/or block the password. If necessary, the Volunteer must request new Identification Tools from the Scottish FA.

- 4.7 The Scottish FA reserves the right to deny, cancel, suspend and/or refuse access to the Volunteer; (i) if the Scottish FA determines, in its sole discretion, that such access is or may be damaging to the App; (ii) if the Volunteer breaches these Terms or any terms and conditions of use for the App; (iii) if the Volunteer breaches the terms of the volunteer agreement between the Scottish FA and the Volunteer ("Volunteer Agreement"); (iv) if the Scottish FA is notified that the Volunteer has ceased to act as volunteer for UEFA EURO 2020™; (v) in order to deal with any technical problems or make technical changes to the App; (vi) in order to update the App to reflect changes in relevant laws and regulatory requirements; and/ or (vii) in order to make any other changes to the App as notified by the Scottish FA to the Volunteer from time to time.
- 4.8 In order to accept these Terms and access, download, install and/or use the App, the Volunteer must be at least eighteen (18) or older on 1<sup>st</sup> May 2020.

## **5. Technical requirements**

- 5.1 The Volunteer shall be fully responsible for ensuring that his/her mobile phone and/or his/her mobile phone system complies with all applicable laws and reasonable security precautions.
- 5.2 The Volunteer shall be fully responsible for the compatibility of the hardware and software used for connecting to the App and for all back-up arrangements.
- 5.3 The Scottish FA disclaims any responsibility for any defects which may exist or for any costs, loss of profit, loss of data or consequential losses arising from Volunteer's breach of these technical requirements.

## **6. Use of the App**

- 6.1 The Volunteer shall use the App only in a manner consistent with these Terms, and in accordance with the guidelines provided by the Scottish FA and generally in such a way as to ensure compliance with all applicable laws and regulations, in particular with regards to copyright, trademark, privacy, defamation, data protection and other standards or laws addressing the disclosure of confidential or private information.
- 6.2 The Volunteer shall adhere to all terms and conditions of use posted on the App and notified to the Volunteer from time to time.
- 6.3 In the event of any unauthorised use of the App, the Scottish FA reserves the right to immediately suspend, restrict or terminate the access to the App for any Volunteer.
- 6.4 Provided that the Volunteer complies at all times with these Terms, the Volunteer shall be permitted to make one (1) copy of the App for back-up purposes only.
- 6.5 The Volunteer must:
- 6.5.1 not use the App (or any related documentation or services) in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any related documentation or services, or any operating system;
  - 6.5.2 not infringe the Scottish FA's intellectual property rights or those of any third party (including but not limited to UEFA) in relation to the Volunteer's use of the App or any related documentation or services (to the extent that such use is not licensed by these Terms);
  - 6.5.3 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to the Volunteer's use of the App or any related documentation or services;
  - 6.5.4 not use the App (or any related documentation or services) in a way that could damage, disable, overburden, impair or compromise the Scottish FA's systems or security or interfere with other users.

## **7. Ownership and use of software**

- 7.1 All software provided by UEFA for the installation of the App is and remains at all times the sole and exclusive property of UEFA.
- 7.2 Subject to Clause 6.4, the Volunteer is prohibited from copying, reproducing in all or in parts, editing, mixing or integrating with or into other software, any software provided by UEFA.
- 7.3 UEFA reserves all rights in all trademarks, service marks, logos and other distinctive brand features of UEFA and the App whether now existing or developed in future.
- 7.4 All intellectual property rights in the App and in any related documentation or services belong to the Scottish FA or UEFA (or the third party licensors of the Scottish FA or UEFA). The Volunteer has no intellectual property



rights in, or to, the App, or any related documentation or services, other than the right to use them in accordance with these Terms.

## 8. Costs

8.1 The use by the Volunteer of the App shall be free of charge (no subscription fee). The Volunteer shall bear all other costs in relation to the access to the App, including, without limitation, all own hardware and software installation and all Internet connection costs, access provider charges, communications costs, etc.

## 9. Privacy

9.1 The Volunteer shall provide the Scottish FA with the following personal data upon his/her first connection to the App ("Personal Data"):

- Last name, First name
- Date of birth
- Email address

9.2 The Volunteer shall provide true, accurate, current and complete personal data. Personal data provided pursuant to these Terms and Conditions are processed in accordance with the Privacy Policy set out at [Volunteer Privacy Policy](#) ("**Privacy Policy**") and the Privacy Notification issued by the Scottish FA in relation to the App. Each Volunteer acknowledges having read and understood the Privacy Notification.

## 10. Liability

10.1 If the Scottish FA fails to comply with these Terms, the Scottish FA shall be responsible for loss or damage which the Volunteer suffers that is a foreseeable result of the Scottish FA breaking these Terms, but the Scottish FA shall not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Volunteer accepted these Terms, both the Scottish FA and the Volunteer knew it might happen.

10.2 The Scottish FA does not exclude or limit in any way its liability to the Volunteer where it would be unlawful to do so. This includes liability for death or personal injury caused by the Scottish FA's negligence or the negligence of its employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

10.3 The Scottish FA will not be liable for any damage that the Volunteer could have avoided by following the Scottish FA's advice to apply an update offered to the Volunteer free of charge or for any damage that was caused by the Volunteer failing to correctly follow installation instructions or to have in place the minimum system requirements advised by the Scottish FA.

10.4 The App is to be used solely for the purpose of the Volunteer's participation as a volunteer at UEFA EURO 2020™. If the Volunteer uses the App for any other purposes (including but not limited to any commercial, business or resale purpose), the Scottish FA will have no liability to the Volunteer for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.5 The Scottish FA shall not be responsible for events outside of its control. If the Scottish FA's provision of the App (or any related documentation or services) and/or any support for the App is delayed or prevented by

an event outside of the Scottish FA's control, then the Scottish FA will not be liable for delays and/or non-performance caused by the event. In such circumstances, the Scottish FA will contact the Volunteer as soon as reasonably possible to let the Volunteer know and the Scottish FA will take reasonable steps to minimise the effect of the delay or non-performance. If there is a risk of substantial delay, the Volunteer may contact the Scottish FA to terminate the Terms and cease the Volunteer's use of the App.

## **11. Termination**

- 11.1 If the Volunteer commits a material breach of these Terms, any terms and conditions of use for the App, and/or the terms of the Volunteer Agreement, the Scottish FA may terminate the Volunteer's rights to use the App (and any related documentation or services) at any time by contacting the Volunteer. If the Volunteer's breach can be put right or remedied, the Scottish FA will give the Volunteer a reasonable opportunity to do so.
- 11.2 If the Scottish FA is notified that the Volunteer has ceased to act as volunteer for UEFA EURO 2020™, the Scottish FA may terminate the Volunteer's rights to use the App (and any related documentation or services) at any time by contacting the Volunteer.
- 11.3 Following the completion of UEFA EURO 2020™, the Scottish FA shall be entitled to terminate the Volunteer's rights to use the App (and any related documentation or services) at any time by contacting the Volunteer.
- 11.4 If the Scottish FA terminates the Volunteer's rights to use the App:
  - 11.4.1 The Volunteer must stop all activities authorised by these Terms, including the Volunteer's use of the App and any related documentation or services;
  - 11.4.2 The Volunteer must delete or remove the App from all devices in his/her possession and immediately destroy all copies of the App which the Volunteer holds and confirm to the Scottish FA that the Volunteer has done this; and
  - 11.4.3 The Volunteer acknowledges that the Scottish FA shall be entitled to deactivate or delete any accounts relating to the Volunteer and all related information and files in such accounts as well as Volunteer Submissions.

## **12. Changes to these Terms and updates to the App**

- 12.1 The Volunteer acknowledges and agrees that the Scottish FA may change these Terms from time to time. The Scottish FA will notify the Volunteer in advance of any and all changes to these Terms by notifying the Volunteer of a change when the Volunteer next starts the App. If the Volunteer does not accept the notified changes, the Volunteer will not be permitted to continue to use the App.
- 12.2 From time to time the Scottish FA may automatically update the App and change any related documentation or services in order to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, the Scottish FA may ask the Volunteer to update the App for these reasons. If the Volunteer chooses not to install such updates or if the Volunteer opts out of automatic updates, the Volunteer acknowledges that they may not be able to continue using the App.

### **13. Confidentiality**

13.1 Each Party shall keep the contents of these Terms and all information disclosed to it or obtained by it pursuant to these Terms confidential save where disclosure is required by law. The Parties agree to undertake whatever measures are necessary to preserve the confidentiality of the content of these Terms and such information including ensuring compliance with this confidentiality undertaking by their employees, agents, advisers and/or auditors.

### **14. Governing Law and Place of Jurisdiction**

14.1 These Terms and the relationship between Volunteers and the Scottish FA shall be governed by and interpreted in accordance with the laws of Scotland.

14.2 Any disputes in connection with these Terms shall be submitted to the non-exclusive jurisdiction of the Scottish courts. If you live in Scotland, you can bring legal proceedings in respect of the App in the Scottish courts. If you live in England, you can bring legal proceedings in respect of the App in either the Scottish courts or the English courts. The Scottish FA reserves the right to pursue any legal proceedings in the competent courts at the Volunteer's domicile.







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