



WESTERN PROVINCE ATHLETICS

TERMS OF USE

FACEBOOK SOCIAL MEDIA POLICY

INTRODUCTION

1. Acceptance of Terms

Welcome to the Western Province Athletics (WPA) page on Facebook! WPA provides this service to you, subject to the following Terms of Use (“TOU”), which may be revised or updated by WPA at any time without notice.

2. Purpose

The purpose of the WPA Page is to engage audiences on issues related to athletics, and to provide relevant resources to all who are passionate about the sport of athletics.

3. Security

Your use of the WPA Page is voluntary. You are responsible for maintaining the confidentiality of your login, and are fully responsible for all activities that occur under your login. WPA cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

4. Member Conduct

We reserve the right to monitor the WPA Page. That means all user comments and posts and all other information provided by users (“User Content”) may be reviewed after being posted. In addition, WPA expects that users will treat each other, as well as WPA employees, with respect. WPA will remove User Content that contains vulgar or abusive language; personal attacks of any kind; offensive terms that target specific people or groups (ethnic, racial, religious, etc.); or other material that is unlawful, defamatory, invasive of another’s privacy or otherwise deemed objectionable by WPA in its sole discretion. WPA may also remove User Content that is spam, is “off topic,” or that promotes services or products.

Any references to commercial entities, products, services, or other organisations or individuals posted by Facebook users (and not deleted by the WPA Page administrators) are provided solely for the information of individuals using the WPA Page. These references are not intended to reflect the opinion of WPA or its representatives or employees concerning the significance, priority, or importance to be given the referenced entity, product, service, or organisation. Such references are not an official or personal endorsement of any product, person, or service, and may not be quoted or reproduced for the purpose of stating or implying WPA endorsement or approval of any product, person, or service.

5. Copyright Information

The WPA Page is intended for personal, noncommercial use. All materials posted or made available on the WPA Page by WPA (the “Content”) are protected by copyright and other intellectual property laws, and are owned or controlled by WPA or the person credited as the provider of the Content. You shall abide by all additional copyright or other notices, information or restrictions

appearing in conjunction with any Content accessed through the WPA Page. Except as expressly set forth herein, you may not modify, adapt, translate, exhibit, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, display or in any way exploit any of the Content in whole or in part. You may download or copy the Content and other downloadable items displayed on the WPA Page for personal, noncommercial use only, provided that you maintain all copyright and other notices contained in such Content. Copying or storing of any Content for other than personal, noncommercial use is expressly prohibited without the prior written permission from WPA or the copyright holder identified in the individual Content's proprietary notices including copyright notice.

6. Information Quality Guidelines

Every effort is made by WPA to provide accurate and complete information. However, we cannot guarantee that there will be no errors in information that we post on the WPA Page. If you have questions about original information created by WPA posted on the WPA Facebook page, please contact us at 087 700 8262. For questions about information linked to but not created by WPA (such as news articles, external blogs, etc.), please contact the originating source.

You acknowledge and agree that WPA may preserve User Content and may also disclose such User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOU; (c) respond to claims that any User Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of WPA, its users and the public.

7. Content Submitted or Made Available for Inclusion on the WPA Page

WPA does not claim ownership of User Content that you post on the WPA Page. WPA only claims ownership of Content that we generate. WPA takes no responsibility for, nor does it endorse, represent or warrant the accuracy of any User Content. WPA takes no responsibility for the inclusion of third-party links or other third-party content such as articles in User Content. You agree that you are responsible for securing any necessary consent, waiver, release, license or permission for your reuse or inclusion of any third-party links or other third-party content in any User Content that you post on the WPA Page.

You grant to WPA an irrevocable, perpetual, non-exclusive, royalty-free license to use, reproduce, modify, adapt, publish, create derivative works from, distribute, transmit and publicly display User Content (in whole or part) that you post on the WPA Page in any media, without compensation, notification, approval or other obligation to anyone, including you.

8. Indemnity

You agree to indemnify and hold WPA, and its officers, employees, independent contractors, agents, representatives, affiliates and other partners, harmless from any claim, demand, action, damages, losses or costs, including reasonable attorneys' fees, made by any third party in connection with, related to or arising out of any User Content that you submit, post, transmit or make available through the WPA Page, your use of the WPA Page, your connection to the WPA Page, your violation of the TOU, or your infringement upon or violation of any copyright, trademark or other intellectual property rights of another.

9. Modifications to Service

WPA reserves the right to, at any time, modify or discontinue, temporarily or permanently, the WPA Page (or any part or Content thereof). You agree that WPA shall not be liable to you or to any third party for any modification, suspension or discontinuance of our presence on or Content posted to Facebook.

10. Links

The WPA Page will at times provide external links solely for our users' information and convenience. When you select a link to an external website, you are leaving the WPA Page and are subject to the terms of use, privacy policies and security policies of the owners or sponsors of such external website. WPA may provide, or users or other third parties may provide, links to other websites or resources through the WPA Page. In addition, Facebook may contain links to other websites or resources. You acknowledge and agree that WPA shall not be responsible for the availability of such external sites or resources, and does not endorse and shall not be responsible or liable for any content, advertising, products, services or other materials on or available from such sites or resources. You further acknowledge and agree that WPA shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, advertising, products, services or other materials available on or through any such site or resource. WPA shall not be responsible for the terms of use or the privacy or security policies or practices of the owners or sponsors of other websites. When you leave the WPA Page and navigate to any other website, you should read the privacy statements of each such website.

11. Facebook's Privacy Policy

By using or accessing Facebook, and the WPA Page, you are accepting the practices described in Facebook's privacy policy. For more information on Facebook's privacy policy, go to <http://www.facebook.com/about/privacy/>.

Contacting WPA

If you have any questions about the TOU, please contact WPA via email at tracy@wpathletics.co.za