

---

## Terms and Conditions of website use

### CHAMPNEWS.COM

Version 2.0 12.07.2007

---

Set forth below are the terms and conditions (these "Terms and Conditions") governing the linedancermagazine.com web site located at, or linked to through, the root URL <http://www.champnews.com> or <http://www.champnews.co.uk>, which may expand or change from time to time (the "Website"). As used herein, the term "champnews.com" refers to Champion Media Group, the sole owner and operator of the Website; the term "you" or "your" refers to an individual, representing yourself or, if applicable, acting as legal representative for a group, business entity or corporation.

**CAREFULLY READ THESE TERMS AND CONDITIONS. BY AVAILING YOURSELF OF THE WEBSITE OR RELATED SERVICES, YOU ARE CONSENTING TO BE BOUND BY THESE TERMS AND CONDITIONS AS SUCH TERMS MAY BE MODIFIED FROM TIME TO TIME AS DESCRIBED BELOW.**

**Use of materials found on the website:** The information, artwork, text, video, audio, pictures, software and other intellectual property (collectively, "MATERIALS") contained on the Website are protected by copyright and international laws. You may only access and use the MATERIALS for personal or educational purposes or as expressly provided for in applicable champnews.com program terms and conditions. You may not otherwise reproduce, distribute, publicly perform, publicly display, modify or create derivative works of the MATERIALS, unless authorized by the appropriate copyright owner(s). In the event that you print MATERIALS found on the Website, you must include any copyright notice originally included with the materials on all copies. You may not link directly to any media file located on a champnews.com server, and you should not attempt to "plagiarise" any materials as your own work. Any computer software downloadable or otherwise available on the Website is provided subject to the terms of the applicable license agreement.

**Content submitted to the Website:** You are responsible for any information, data, text, music, software, sound, photographs, graphics, video, messages or other content ("CONTENT") which you post or upload and/or display (in public or privately) to the Website. If you upload, post or otherwise transmit any content to the Website, you automatically: (a) grant other users of the Website and the Website Service the right to access the same and use it in accordance with these Terms, although you can mark CONTENT as private and so restrict access and use to those users to whom you specifically grant access; and (b) grant www.champnews.com and its group companies a non-exclusive, royalty free, sub-licensable, perpetual, world-wide licence to use, modify, publish, publicly perform, publicly display and distribute such CONTENT on and through the Website and the Website Service and in any other form or medium. You continue to own the CONTENT after it is posted to the Website.

You acknowledge that www.champnews.com will not screen or otherwise check any CONTENT which is submitted by you or any other user of the Website Service before it is posted, not monitor yours or any person's use of the Website Service. As such, you as the user of the Website Service are responsible for any CONTENT you submit to the Website and the manner in which the Website Service is

used under your username. You may take down any content you have submitted to the Website at any time. If you become aware of any misuse of the Website Service by any person including (without limitation) any posting of CONTENT which violates these Terms, please contact us by emailing: [admin@champnews.com](mailto:admin@champnews.com).

**Terms and conditions for podcasts:** Our podcasting service (the "PODCAST SERVICE") consists of news and information files (the "PODCAST CONTENT") that may be downloaded to your computer and/or transferred to your portable MP3 player. The PODCAST SERVICE is available only for private, non-commercial use. Any other uses, including without limitation the incorporation of advertising into or the placement of advertising associated with or targeted towards the PODCAST CONTENT, are strictly prohibited. You may not edit or modify or redistribute the PODCAST CONTENT or links supplied by www.champnews.com.

**Ownership:** www.champnews.com's PODCAST SERVICE and the PODCAST CONTENT are protected by United Kingdom and international copyright laws. www.champnews.com owns all rights including copyright to the PODCAST CONTENT, and www.champnews.com logos and trademarks used in connection with the PODCAST SERVICE.

**Right to Discontinue PODCAST SERVICE:** www.champnews.com reserves the right to discontinue providing any or all of the PODCAST SERVICE at any time and to require you to cease displaying, distributing or otherwise using any or all of the PODCAST CONTENT for any reason including, without limitation, your violation of any provision of this Member Agreement.

www.champnews.com assumes no liability for any of your activities in connection with the PODCAST CONTENT and/or the PODCAST SERVICE or for your use of the PODCAST CONTENT and/or the PODCAST SERVICE in connection with your Website, computer or MP3 player.

**General rules relating to conduct:** The Website Service is made available for your own, personal use. The Website Service must not be used for any commercial purpose whatsoever or for any illegal or unauthorised purpose. When you use the Website Service you must comply with all applicable UK laws relating to online conduct (including, without limitation, content which can be posted online) and with any applicable international laws, including the local laws in your country of residence (together referred to as "Applicable Laws").

**Specific rules relating to conduct:** You agree that when using the Website Service you will comply with all Applicable Laws, these Terms and you acknowledge that you are responsible for all acts and omissions which occur under your user-name. In particular, but without limitation, you agree not to:

1. Upload, post or otherwise display Content which is or promotes behaviour which violates the rights (including, without limitation, the intellectual property rights) of a third party or which is unlawful, harmful, threatening, abusive, flaming, hateful, offensive (whether in relation to sex, race, religion or otherwise) harassing, hateful, defamatory, vulgar, obscene, invasive of another's privacy, solicits personal information from anyone under the age of 18 years, or contains any illegal content; or
2. Upload, post or otherwise display any Content which contains software viruses or any other files or programs that may interrupt, destroy or limit the functionality of the Website or the Website Service or any server or networks connected to the Website or

another's computer, or that contains any chain letters, pyramid-selling schemes, bulk mail, junk mail or similar; or

3. Upload, post or otherwise display any Content containing a photograph of another person unless you have obtained that person's consent;

4. Harvest or collect any IP addresses or email addresses or other contact information of any members of the Website, by electronic means or otherwise; or

5. Upload, post or otherwise display any Content for any commercial or business purpose including (without limitation) any Content which contains any advertising or promotional materials; or

6. Restrict or in any way inhibit any other person's use of the Website or the Website Service; or

7. Upload, post or otherwise display any Content which is false, misleading, unnecessary and/or repetitive including any Content which is inaccurate, out of date or repeats that previously uploaded, posted or displayed by you or another visitor, unless absolutely necessary; or

8. Upload, post or otherwise transmit any Content to a part of the Website which is irrelevant to the subject matter of the Content; or

9. Register an account with us under more than one user name and/or user account number; or

10. Use the Website or the Website Service in a manner that is inconsistent with these Terms and/or any Applicable Laws in force from time to time or in a manner which promotes or encourages illegal activity; or

11. Breach the terms of any suspension or ban or seek alternative access; or

12. In the interests of free speech, bring any action for defamation against www.champnews.com, or any of the companies in the same group; or

13. Use or solicit any other account holder's personal data for any purpose other than establishing non-commercial, lawful contact that such account holder would reasonably expect to welcome; or

14. Submit Content owned by a third party without consent from that third party or submit Content in a manner which expressly or impliedly infers that such Content is sponsored or endorsed by the Website; or

15. Use the Website in any unlawful manner or in a manner which promotes or encourages illegal activity or in a manner which could damage, disable, overburden or impair the Website or the Website Service; or

16. Attempt to gain unauthorised access to the Website or any networks, servers or computer systems connected to the Website; or

17. Modify, adapt, translate or reverse engineer any part of the Website or use any robot, spider, site search/retrieval application or other device to retrieve or index any part of the Website or re-format or frame any portion of the web pages comprising the Website, unless permitted by law; or

18. Remove or obstruct from view any advertisements and/or any copyright, trademark or other proprietary notices contained on or in the Website; or

19. Contact any other user of the Website if they have expressly asked you not to; or

20. Attempt to impersonate any other user or account holder of the Website or the Website Service; or

21. Use the username and/or password of any other account holder of the Website or disclose your password to any other person; or

22. Upload, post or otherwise display any Content comprising an advertisement or accept payment or anything of value from any person in exchange for you uploading, posting or displaying any Content or otherwise performing any commercial activity on or through the Website or the Website Service on behalf of such

person (including, without limitation, posting blogs or bulletins for a commercial purpose and/or sending messages to other users of the Website with a commercial purpose).

**Sites linked from the Website:** Links to third-party web sites from the Website are not necessarily under champnews.com's control, and champnews.com does not assume any responsibility or liability for any content, opinions or materials available at such third-party web sites. champnews.com does not investigate, monitor or check for accuracy such third-party web sites and champnews.com does not intend any such links to third-party web sites to imply champnews.com's sponsorship or endorsement thereof. Your use of such web sites is at your own risk.

**"Framing" the Website:** Framing of the Website is permitted only by express agreement with champnews.com, and champnews.com may require specific measures be taken to avoid user or consumer confusion. Such measures may include, but are not limited to: clearly attributing the displayed MATERIAL to the Website or providing each user or consumer with the opportunity to visit the Website directly by, for example, including a tab labelled "Remove Frames."

champnews.com reserves the right to withhold consent for any reason and any failure to monitor or control each instance of the framing of the Website shall not be considered a waiver of any of champnews.com's rights. Any framing of the Website shall not imply the endorsement or sponsorship of champnews.com, or champnews.com Affiliates, as hereafter defined.

**Forward-looking statements:** The Website may contain projections or other forward-looking statements regarding future business events or activities. champnews.com cautions you that any such statements reflect only predictions and that actual developments, results and events might differ materially. Nothing contained on the Website constitutes a solicitation by champnews.com of the purchase or sale of securities.

**Modification of Terms and Conditions:**

champnews.com may modify these Terms and Conditions from time to time at its sole discretion. When such modification is made, champnews.com will post a revised version of these Terms and Conditions on the Website.

Modifications will be effective when they are posted. champnews.com is not required to provide you with notification that any such modification has been made.

It is your responsibility to review these Terms and Conditions from time to time to be aware of any such modifications. Each time you log on to the Website, you will be deemed to have accepted any such modifications.

**Your conduct:** You shall use the Website for lawful purposes only. You shall not post or transmit via the Website any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law, or which, without champnews.com's express prior approval, contains advertising or any solicitation with respect to products or services.

**Access restriction and service suspension or termination:** www.champnews.com reserves the right in its sole discretion to deny you access to the Website and/or the Website Service, or any part thereof, with or without notice and for any reason including,

without limitation, if you fail to comply with any clause under Member Conduct, or any other provision of these Terms.

In particular, www.champnews.com may deny you access to the Website and/or the Website Services if www.champnews.com exercises its right to delete, edit, lock or remove any Content posted, uploaded or displayed by you. www.champnews.com reserves the right to suspend or cease providing all or any of the Website Service, without notice, and shall have no liability or responsibility to you in any manner whatsoever if it chooses to do so.

**Online Competitions:** If you take part in any competition which is run on or through the Website ("COMPETITION"), you agree to be bound by the rules of that COMPETITION and any other rules specified by www.champnews.com from time to time ("COMPETITION RULES") and by the decisions of www.champnews.com, which are final in all matters relating to the COMPETITION. www.champnews.com reserves the right to disqualify any entrant and/or winner in its absolute discretion without notice in accordance with the COMPETITION RULES.

**International use:** champnews.com makes no representation that MATERIALS on this Website are appropriate or available for use in locations outside the United Kingdom, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Website from locations outside the United Kingdom do so at their own risk and are responsible for compliance with local laws.

**WARRANTY DISCLAIMER:** YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE AND RELATED SERVICES IS AT YOUR SOLE RISK. THE WEBSITE, MATERIALS AND RELATED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. champnews.com MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE WEBSITE OR ANY MATERIALS THEREIN, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. IN ADDITION, champnews.com MAKES NO REPRESENTATION THAT THE OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. champnews.com WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS ON THE WEBSITE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY OPINION, ADVICE, INFORMATION OR OTHER CONTENT OR MATERIALS PROVIDED IN CONNECTION WITH OR OTHERWISE AVAILABLE THROUGH THE WEBSITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SUCH OPINION, ADVICE, INFORMATION OR OTHER CONTENT. UNDER NO CIRCUMSTANCE WILL champnews.com BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE WEBSITE, OTHER THAN AS REQUIRED UNDER APPLICABLE CONSUMER-PROTECTION LAW. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR LIMITATION OF CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU AND NOTHING CONTAINED HEREIN SHOULD BE CONSTRUED AS EXCLUDING OR LIMITING ANY LIABILITY BEYOND WHAT IS PERMITTED UNDER APPLICABLE LAW.

**Limitation of liability:** By availing yourself of the Website, MATERIALS or related services, you agree to release and hold

champnews.com and the employees, officers, directors, shareholders, agents, representatives of champnews.com, its affiliates, subsidiaries, advertising, promotion and fulfilment agencies, any entity controlling, controlled by or under common control with champnews.com, any third-party providers or sources of information or data and legal advisers (collectively, "champnews.com Affiliates") harmless from any and all losses, damages, rights, claims and actions of any kind arising from or related to the Website, MATERIALS or related services including but not limited to: (a) telephone, electronic, hardware or software, network, Internet or computer malfunctions, failures or difficulties of any kind; (b) failed, incomplete, garbled or delayed computer transmissions; (c) any condition caused by events beyond the control of champnews.com that may cause the Website or related services to be disrupted or corrupted; (d) any injuries, losses or damages of any kind arising in connection with or as a result of your use of the Website, MATERIALS or related services; or (e) any printing or typographical errors in any materials associated with the Website, Materials or related services. In addition, you agree to defend, indemnify and hold champnews.com Affiliates harmless from any claim, suit or demand, including reasonable attorney's fees, made by a third party due to or arising out of your utilising the Website, MATERIALS or related services, your violation or breach of these Terms and Conditions, your violation of any rights of a third party, or any other act or omission by you.

IN NO EVENT WILL CHAMPNEWS.COM BE LIABLE FOR ANY INDIRECT, STATUTORY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF REVENUE ARISING OUT OF YOUR AVAILMENT OF MATERIALS (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF CHAMPNEWS.COM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**General provisions:** You agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside. Your correspondence or business dealings with, or participation in promotions of or with parties found on or through the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations applicable to such dealings, are solely between you and such parties. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.