

# TERMS AND CONDITIONS

Please read this document carefully as Sony intends to rely on these Terms. It contains important information about your rights and obligations and your access to and use of this website as well as liability limitations that may apply to you.

## 1. Operator of Website and Definitions

This website is operated by Sony Corporation with its registered office at 7-1 Konan 1-chome, Minato-ku, Tokyo 108-0075, Japan ("Sony").

If you have any concerns about material which appears on our site or wish to correspond with us in relation to this website, please contact us by using the 'Contact Us' section of the website or information specified in Clause 21.

In these Terms:

**"Affiliates"** means any entity which is part of the Sony Corporation group of companies from time to time; **"Terms"** means these terms and conditions including those stipulated in Clause 3; **"User"** or **"you"** means any person who accesses or uses this site, with or without Sony's authorisation.

## 2. Access and Use of this Site

By accessing, browsing or downloading any part of this site or its content, or posting or uploading to this site, or any other use of this site and its content you agree to comply with these Terms (which form a contract between you and Sony) and all relevant applicable laws. If you do not agree to these Terms, please refrain from using this site.

You are responsible for obtaining the relevant hardware and software equipment and paying all telephone or other network charges necessary to access and use this site.

## 3. Other Terms, Rules, etc.

Where this site or part of this site contains rules, guidelines, codes of conduct, further terms or other directions to Users, Users agree also to comply with such rules, guidelines, codes of conduct, terms and directions.

If you do not agree to any of these Terms (or any such other rules, guidelines, codes of conduct, terms and directions), please refrain from using this site.

## 4. User Registration and Logging On/Off

To post, upload or download materials, communicate via and to access this site, services, resources and certain or all site content (defined below), User may be asked to provide registration details and log on. It is a condition of use of this site, services and site content that all registration details User provides are and will remain true, correct, current and complete.

You agree to notify Sony immediately of any changes which are relevant to your registration. Notification should be made to Sony by using contact information given on this site or in Clause 21.

If Sony reasonably believes the details are not correct, current, or complete, or if Sony otherwise reasonably believes such action would be appropriate (including where it suspects the registration of multiple accounts/User profiles by the same individual), it has the right to refuse User's access to the site, and/or any of its resources, services and site content, and to terminate or suspend User's account (if any).

Where you log on in order to gain access to this site or a part of this site, where Sony provides a 'log-off', 'exit' (or similar) option, you undertake to log off and exit from your account at the end of your session. Sony reserves the right to log off logged on Users whose accounts are inactive for an extended period of time.

## **5. Password and Account Details**

User is responsible for maintaining the confidentiality of his or her password, account number, ID and other details (if any) and for all activities under User's account. Any unauthorised use of User's account or other breach of security should be reported to Sony immediately. Your registration and/or subscription is personal to you and you may not disclose or make available your account name, ID or password to others. Any disclosure by you of your account name and password may result in termination of your registration.

## **6. Changes to Site and these Terms**

Sony may amend these Terms at any time. Sony shall provide reasonable notice of changes to these Terms by displaying notices on this site or through other communication means. Users, who access this site after changes have been posted on the site or otherwise communicated, shall be bound by such changes from the date that is set out in such notices or otherwise communicated. Frequent review of this site and these Terms is therefore recommended. If you do not agree to any amendment, please refrain from using this site.

## **7. Permitted and Prohibited Use of this Site**

Access to and use of this site, including viewing, downloading, reproducing, displaying and posting:

- data, graphics, images, photographs, designs, descriptions, information, and text - video, audio, music, and sound compilations;
- utilities, software and software compilations and drivers;
- the contents of any e-mail newsletter or similar communication sent by or on behalf of Sony in relation to this site; and
- other content on this site which has been originated and provided directly by Sony or its Affiliates (together "**site content**"),

is prohibited unless specifically permitted in these Terms. This applies to use by any means, including electronic, mechanical, photocopying, recording, creation of derivative works or otherwise.

Sony gives limited, non-transferable, non-exclusive, revocable permission for User to access and make personal, non-commercial use of this site and site content as a support and communication resource for purposes specified on the site only. User may electronically copy and print in hard copy site content for these purposes, provided that all copyright and proprietary notices (where present) are retained on site content.

Any other use of site content, including without limitation, reproduction for purposes other than those noted above, modification, distribution, transmission, downloading of site content (other than page

caching), republication or reverse engineering - without the prior written consent of Sony - is prohibited (except to the extent such prohibition is prohibited by applicable law).

User shall not use this site in a way that breaches these Terms (or their spirit) or any applicable law or regulations (including without limitation those relating to the use of public communications networks) or that causes or is likely to cause any damage, interruption or impairment of this site. User may not attempt to gain unauthorised access to any part of this site or any computer systems, accounts or networks connected to this site, whether through hacking, password mining or any other means. User may not collect or attempt to collect personal information relating to others through this site.

## **8. Copyright - Ownership of Site Content**

Sony does not transfer title to (i.e. ownership of) any site content downloaded or used by User. Site content, including its selection and arrangement, is owned by Sony or its Affiliates (and/or their content and technology providers) and is protected by copyright and other laws. Limited permission to use site content (for the purposes stated in the preceding section) is specifically conditioned on User's recognition, observance and retention of all copyright, trade mark and other proprietary notices in site content, and all proprietary and other intellectual property rights of Sony or its Affiliates and/or content and technology providers, in site content.

Any unauthorised use or copying of site content or use of site content which breaches these Terms (or their spirit) may violate trade mark, copyright and other proprietary rights, and have civil and criminal consequences. Users shall not use any site content (or any other content made available through this site) in any manner that infringes any trade mark, copyright or other proprietary rights. Sony reserves all rights with respect to such unauthorised use or breach of these Terms.

## **9. Trade Marks**

"Sony" is a registered trade mark of Sony Corporation. All trade marks, logos, website addresses or derivations that describe Sony or its Affiliates, their products, support or services or that contain the word "Sony" that is included in site content (together, "Sony Marks") are trade marks and/or the property of Sony or its Affiliates. Any list of Sony (or other) trade marks on this site is periodically updated but shall not be taken as an all-inclusive list of Sony (or other) trademarks.

Any use of Sony Marks or permutations thereof (except as expressly authorised by Sony in writing) is strictly prohibited.

Other product, tournament, federation and company names and/or logos mentioned in this site may be the trade marks of their respective owners.

## **10. User Content - Uploaded or Provided Informational/Material**

In these Terms, User content is information or other content, which is or may be provided to Sony or inputted or uploaded by User via this site or related means, including (without limitation) pictures, video and other images, audio materials, graphics, document or data files, information relating to natural and other persons, messages, e-mail and other communications, files, texts, opinions, personalisation settings and other information.

By uploading User content to this site or sending or making available User content to Sony and its Affiliates, pursuant to or by reason of site or site content use or otherwise, User automatically grants (or warrants that the owner of such User content expressly granted) Sony, its Affiliates and their

designees a perpetual, royalty-free, irrevocable, and non-exclusive right and license to use (including commercial use and exploitation), copy, sub-license, reproduce, modify, adapt, publish, translate, publicly perform, display and distribute User content (including any ideas, concepts, know-how or techniques contained therein), and create derivative works from and incorporate User content (or any part thereof) into any form, medium, or technology now known or later developed throughout the world. In addition, User warrants that it has the rights necessary to grant such licence and that all so-called "moral rights" in any User content have been waived. All User content will be considered non-confidential, not subject to any use restrictions and no User content will be subject to any obligation of confidence on Sony's part.

However, this section does not apply to any personal information submitted to Sony by a User which identifies him or her. This will be processed only as provided in Clause 17.

## **11. Prohibited and Restricted User Content**

### Inappropriate postings or communications

Sony prohibits the transmission, distribution, dissemination, uploading, posting, submission, sharing and storage on, via or through use of this site (together, uploading) of User content which it considers (in its sole discretion) to be inappropriate or distasteful.

Such inappropriate or distasteful User content includes, without limitation, communications with - pornographic, profane, sexist, homophobic, defamatory, deceptive, vulgar, obscene or offensive content advocating of violence, hate or unlawful activity, advertisements, surveys and contests and material that could give rise to any civil or criminal liability under any laws.

Sony reserves the right (but does not accept any obligation), subject to applicable laws, to delete or restrict Users' access to relevant site content and/or User content and/or to pass relevant User content and/or information relating to User (including personal information) to any appropriate authority where User content is uploaded in breach or suspected breach of any of these Terms (or their spirit or other applicable rules or terms) or any applicable law or regulations, without any requirement for any claim or complaint to be formally commenced or proved.

### Materials protected by copyright and other intellectual property rights

Sony prohibits the uploading of content that contains music, software, images (still or moving), literary or artistic works or other material protected by intellectual property laws (or that may infringe others' intellectual property rights), unless the User owns or controls the exclusive rights thereto or has received all required consents (which the User warrants if such content is uploaded). Sony prohibits the uploading of actual or suspected copyrighted materials, the use of which is unauthorised, or counterfeit materials.

### Personal Information

Except for personal information of a User submitted by that User in order to apply for a job with Sony, Sony prohibits the uploading of any User content which discloses personal or private information concerning any individual or entity, including telephone number(s), e-mail or physical addresses, User account numbers, passwords and financial information.

Where personal information relating to, or images of, another natural person are uploaded by a User, the User warrants that such person (the data subject) has given his or her consent to such submission and to the data processing that this involves and any other usage of such User content contemplated by these Terms or on this site.

### 'Spam' and upload of destructive materials

All forms of 'spam' or junk e-mail, including uploading or sending multiple unsolicited submissions to different discussion groups, mailing lists, and all activities that facilitate spam, are prohibited on or via this site.

Sony prohibits the uploading of computer programs, files and other materials that contain destructive or disruptive features such as viruses, corrupted files, 'hidden' files (such as image files with audio files embedded), worms, Trojan horses, or bots for the use of scrolling, showing multiple screens, and other activities that can be disruptive to website integrity or functioning or online communication generally.

## **12. No Liability - User Content and Site Use**

You understand that whenever you release personal or other information online that information can be collected and used by people you do not know. While Sony makes all reasonable commercial efforts to protect your personal information and privacy, it cannot guarantee the security of any information you disclose online. You make such disclosures at your own risk. Sony shall not be liable in respect of (and disclaim all liability in relation to) User content submitted to an area of the site designated as (or expected to be) a private, personal or limited access area of the site which becomes available to persons other than the User who submitted the User content. Similarly, Sony shall not be liable in respect of (and disclaim all liability in relation to) any non-availability of User content submitted to an area of the site designated as a public area of the site where Users other than the User who submitted the User content may gain access to such content.

Sony disclaims all liability relating to any User content, including any error, virus, defamation, libel, obscenity or inaccuracy contained in any User content, whether or not arising under the laws of copyright, libel, privacy or otherwise, any prohibited User content and any other User content.

Sony disclaims all liability for unauthorised use (by other Users) of User content, and disclaims (without limitation) all liability for use of User content which breaches any copyright, trade mark rights or other intellectual property rights of any other User or person.

User is solely responsible for any damage (including to site content) resulting from use (or submission) of any User content or the site (including disputes and incidents described in the preceding sections) and related transactions or occurrences.

The limitations on and exclusions of liability in these Terms apply regardless of whether the liability is based on breach of contract, tort (including negligence or defamation), strict liability, breach of warranties, or otherwise.

## **13. Storage and Loss of User Content**

Sony shall not be liable for any loss, deletion, removal or failure of delivery to the intended recipient of User content uploaded to this site, whether caused by computer virus, unauthorised access or otherwise. Users are encouraged to retain a back-up copy of all User content and Users undertake that they shall do so in respect of all uploaded User content. Sony reserves the right to deny access to this site and delete User content at any time without notice.

## **14. No Warranties**

Without limitation:

- Sony gives no warranty that site content is appropriate, available or permitted for use in all locations, that it is virus-free or as to its interoperability with any hardware, software or content or as to User's ability through this site to access or interact with any other service providers, networks, users, or informational or computing resources through the internet. Those who access this site and use site content are responsible for compliance with all applicable law and regulations.
- Although Sony has attempted to verify the accuracy, reliability and currency of all site content (other than User content), Sony gives no warranty as to the accuracy of any statements in this site.
- Sony gives no warranty that functions or information available through and other User interactions with the site will be constantly available, uninterrupted, secure or error-free, that defects will be corrected or that this site or the server that makes it available are free from viruses or other harmful components. Sony and its Affiliates assume no responsibility, and are not liable for, any damage to (or loss of data from), or viruses that may infect, your computer equipment or other property on account of your access to, or use of this site including downloading any images, software or other site content. If use of site content results in the need for servicing, repair or correction in equipment or data, User assumes all costs in that regard.

Sony is not liable to you (or any other parties) for:

- any loss of income, business or profits, or loss or corruption of or damage to data;
- any loss or damage which was not caused by Sony's breach of these Terms or Sony's breach of its legal duty of care;
- any loss or damage which was not a reasonably foreseeable result of either Sony's breach of these Terms or Sony's breach of its legal duty of care. Loss or damage is "reasonably foreseeable" if prior to you accessing this site, either (i) such loss or damage was contemplated by Sony and you, or (ii) you notified Sony that the loss or damage may occur if Sony breached these Terms or its legal duty of care; and
- any loss or damage which occurs due to unauthorised access by a third party to your account as a result of a breach by you of these Terms.

**Nothing in these Terms shall exclude or limit Sony's liability for (i) fraud; (ii) death or personal injury caused by Sony's negligence; or (iii) liability which may not be excluded or limited under any applicable law.**

## **15. Compensation for Breach**

User shall compensate Sony, its Affiliates and their officers, agents, employees and service providers and hold them harmless in respect of all losses, costs, proceedings, damages, expenses (including reasonable legal costs and expenses) or liabilities howsoever incurred by any of them as a result of any claim by a third party resulting from a breach or non-observance by User of any prohibition, or restriction on User's activities in relation to this site contained in these Terms, or of any undertaking, representation or warranty of User contained in these Terms and in relation to any claim by any person in respect of matters, responsibilities or obligations that have been disclaimed by Sony under these Terms.

Without limitation to the generality of the above, User agrees to compensate Sony, its Affiliates and their officers, agents, employees and service providers (who disclaim liability) in respect of claims, liabilities, costs (including legal fees), expenses, demands and damages of any nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, howsoever incurred by any of them arising out of or in any way related to:

- any prohibited or restricted User content uploaded by User or any use of this site by User

(including prohibited or restricted site use by User);

- any loss, deletion, removal, corruption or publication of User content uploaded by User; or any unauthorised use of User's account or compromise of User account security through a failure to maintain the secrecy of User account passwords or other security details, and all related occurrences.

## **16. Hypertext Linking To and From This Site**

You must seek and obtain the written consent of Sony before creating any link to this site. Deep linking is strictly prohibited. All authorised links to this site must be to the home page of the site, must make it clear that this site and the site content are distinct from the website containing the link and must make it clear that this site is owned and/or operated by or on behalf of Sony.

Sony may provide, or third parties (with consent as above) may provide, hypertext links to and/or from other internet websites or resources. The inclusion of such links in this website is for convenience only and does not imply endorsement by Sony of the other website or any association with the operators of that site. Sony encourages discretion when browsing its or external websites and resources. Some websites may contain or link Users to websites containing information that may be considered inappropriate or offensive. External websites may send their own cookies to Users, collect data and/or solicit personal information.

User's visiting of any external websites via links from this site is entirely at User's own risk.

Sony has not confirmed the accuracy or reliability of any information in external websites or resources linked or accessed via this site, or which link to Sony's site(s). Sony shall not be responsible or liable for any content, advertising, products, support, services or other materials on or available from such external websites or resources. Sony shall not be responsible for the accuracy, copyright compliance, legality or decency of material contained in external websites or resources. Sony shall not be responsible for, and disclaims all warranties, express and implied, as to, the accuracy, validity, legality, copyright compliance, decency or otherwise of any materials or information contained in external websites or resources. Sony shall not be liable, directly or indirectly, for any damage or loss caused or allegedly caused by the use of or reliance on any content, products, support or services available on or through any external websites or resources.

Without limiting the above, Sony does not make any representations or warranties as to the security of any information (including credit card and other personal information) a User might be requested to give any third party through linked websites and User waives any claim against Sony with respect to such matters.

## **17. Personal Information**

Sony processes information about you in accordance with its privacy policy. By using this site, you consent to such processing and you warrant that all data provided by you is accurate.

## **18. Termination**

User's right to use services on this site and other site content will terminate immediately with or without notice in Sony's sole discretion if User fails to comply with any of these Terms.

Sony also reserves the right to terminate User's access to this site in Sony's discretion at any time without cause. In such circumstances, Sony will make commercially reasonable efforts to send notice of termination to Users at their last notified contact address or e-mail address.

On termination, User must cease use of, and destroy all copies it holds of site content and Sony may remove and/or delete all such User's User content, except where a perpetual licence has been granted by Sony to use certain site content in return for a fee which has been paid. Following termination Sony shall have no obligation to maintain any User content or to forward any messages to you or any third party.

## **19. Miscellaneous**

If any provision of these Terms is held to be unenforceable, the unenforceable provision shall be deemed to be replaced by a valid, enforceable provision that most closely matches the intent of the original provision. This shall not affect the validity or enforceability of the remaining provisions.

The headings in these Terms are for convenience only and shall have no effect on the construction of these Terms.

Calls to any customer telephone helplines related to, or referred to in, this site may be monitored for training and quality control purposes.

## **20. Modern Slavery Act statement**

We are committed to ensuring that there is no modern slavery or human trafficking in our supply chains or in any part of our business.

## **21. Contacting us**

For further information or if you have questions, please contact Sony Corporation via our website [<https://www.global-careers-student.sony.net/u/contact.phtml>] or at the following address: Sony Corporation Corporate Human Resources Division, 7-1 konan 1-chome, minato-ku, tokyo 108-0075, japan.