

1.1 PLEASE READ THESE TERMS OF USE (THE “TERMS”) CAREFULLY BEFORE USING THIS SITE

1.2 WHAT’S IN THESE TERMS?

These Terms tell you the rules for using our Site psg2021.nike.com (the “Site”).

1.3 WHO WE ARE AND HOW TO CONTACT US

psg2021.nike.com is a Site owned by NIKE EUROPEAN OPERATIONS NETHERLANDS B.V. (“Nike” and “We”). We are a company registered in the Netherlands under no. 32057998, whose registered office is at Colosseum 1, 1213NL, Hilversum, The Netherlands and we are responsible for the content on the Site. You can find our contact details here: <https://www.nike.com/fr/help/#contact>. Our phone number is +33170489073.

The Director of Publication is Mr. William Berner.

Unit 9 Group a company registered in the United Kingdom under no. 03279060, with its registered office at 87-91 Hackney Road, London, E2 8FE, operates and makes the Site available to you. Its phone number is +44 207 613 3330.

1.4 PURPOSE OF THE SITE

The mobile only site provides an Augmented Reality (“AR”) experience to reveal the Paris Saint Germain Football Club (“PSG”) 20/21 football kit as part of their 50th anniversary celebration. The aim of the Site is to reveal the design to Nike Members in an online setting and thereby to enable the design to be experienced virtually. You can access the Site from a link accessible from the Nike+ app, if you have downloaded it, or directly at the web address psg2021.nike.com.

When you land on the Site you will have the opportunity to access a unique AR to see and experience the PSG 20/21 football kit.

If your mobile device does not have sufficient technological capabilities, when you land on the Site you will be able to access the content of the Site in a simplified mode, excluding the augmented reality experience. To access and make use of the AR experience, you must give permission for the Nike App to access your phone camera and location data. Your IP address is only used to determine, according to your location, which jersey will be displayed first on the Site. If you are located in Paris, the Home shirt is served. If you are located outside of Paris, the Away shirt is served. In any case, you will always be able to access all available outfits regardless of your location. Camera button will be available so you can take a still photo of the shirt in your chosen location.

1.5 BY ENTERING THE SITE, YOU ACCEPT THESE TERMS

When entering the Site, you need to confirm that you accept these Terms and that you agree to comply with them. We will include a clear reference to these Terms.

If you do not agree to these Terms, you must not use the Site.

We recommend that you print a copy of these Terms for future reference

1.6 THERE ARE OTHER TERMS THAT APPLY TO YOU

These Terms refer to the following additional terms, which also apply to your use of this Site:

- Our general [terms of use](#), which set out rules applicable to using any Nike platform, including this Site.
- Our [Privacy & Cookie Policy](#), which sets out information about the cookies on this Site and describes the personal data collected or generated (processed) when you use this Site.

1.7 WE MAY MAKE CHANGES TO THESE TERMS

We may amend these Terms anytime. Every time you wish to use the Site, please check these Terms to ensure you understand the Terms that apply at that time. These Terms were most recently updated on 15/07/2020.

1.8 WE MAY MAKE CHANGES TO THE SITE

We may update and change the Site from time to time to reflect changes to our products, our users' needs and our business priorities. We will give you reasonable notice of any major changes.

1.9 WE MAY SUSPEND OR WITHDRAW THE SITE

Our Site is made available free of charge.

We do not guarantee that the Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

1.10 WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

1.11 ELIGIBILITY OF SITE USERS

The Site is only available to individuals who are aged 16 years or older residing in France. We do not represent that content available on or through the Site is appropriate for use or available in other locations. The digital experience will be a standalone mobile experience in US English and French only. The Site will be accessible for a limited period, from 23.07.2020 until 21.09.2020.

1.12 HOW YOU MAY USE MATERIAL ON THE SITE

We are the owner or the licensee of all intellectual property rights in the Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Site for your personal use and you may draw the attention of others within your organisation to content posted on the Site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the owner or exclusive licensee of the rights to the content on the Site must always be acknowledged.

You must not use any part of the content on the Site for commercial purposes without obtaining a license to do so from us or our licensors.

If you print off, copy or download any part of the Site in breach of these Terms, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

1.13 DO NOT RELY ON INFORMATION ON THIS SITE

The content on our Site is provided for general information only. It is not intended to amount to advice or information on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site.

Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date.

1.14 WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

1.15 WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We will use customary tools to check the Site for bugs and viruses. However, we do not guarantee that the Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform to access the Site. You should use your own virus protection software.

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

1.16 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Please note that we only provide our Site for domestic and private use. You agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

1.17 RULES ABOUT LINKING TO THE SITE

You may link to our home page, provided you do so in a way that it does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You may not create a link to any part of the Site other than the home page.

If you wish to link to or make any use of content on the Site other than that set out above, please contact <https://www.nike.com/fr/help/#contact>.