National Sporting Goods Association
 Community Access Rules of Engagement and Agreement

Welcome to the National Sporting Goods Association’s (NSGA) online community (“Community”)! The NSGA online communities are presented for the purpose of connecting NSGA members, sharing information and ideas and creating a peer-to-peer forum to discuss issues related to NSGA, its Hockey Dealers Association (HDA) division, the National Ski & Snowboard Retailers Association (NSSRA) and the sporting goods industry.

By joining a Community, you agree that you have read and will follow the rules, terms and conditions set forth below in this Community Access Rules of Engagement and Agreement. You also agree to reserve discussions and shared files and content to that best suited to the medium. Online communities are a great resource to solicit the advice of your peers, benefit from their expertise and participate in ongoing conversations. Questions should be directed to NSGA’s Membership Department at membership@nsga.org.

This Community Access Rules of Engagement and Agreement governs your participation in and use of the Community. The rules, terms and conditions set forth below in this Community Access Rules of Engagement and Agreement (collectively referred to as the “Rules”) apply to all members of the Community (participants, you, or users) and constitute a binding, legal agreement between NSGA and its agents and assigns.

Please take a few moments to familiarize yourself with these important Rules. If you have questions, contact NSGA’s Membership Department. In order to preserve a climate that encourages both civil and fruitful dialogue, we reserve the right to suspend or terminate participation in the Community for anyone who violates these Rules.

**Rules**

Community participants must adhere to the following rules:

1. NSGA has made the Community available to members for the purpose of providing a forum for the discussion of issues important to those involved in the sporting goods industry.
2. NSGA is making the Community available to members for educational and informational purposes only. NSGA is not undertaking to render advice. Community participants must rely solely on their own judgment with respect to all issues discussed. NSGA does not approve or endorse any specific practices that may be mentioned in the Community. NSGA makes no representations or warranties regarding the experience, qualifications or information provided by Community participants or otherwise provided using the Community.
3. Information posted on the Community will not be treated as confidential and, therefore, should not disclose any confidential, proprietary, or sensitive business or other information. In fact, since any information posted on the Community may be downloaded, reproduced or disseminated without the knowledge of user(s), users must use extreme care when posting or sending such information.
4. Users acknowledge and agree that they grant all users a license to use (including the right to publish) all information posted by them on the Community.
5. Users are prohibited from using the Community to communicate about prices or terms of service or otherwise communicate in a manner that may violate federal or state antitrust laws.
6. Users must exercise caution when discussing products. Information posted on the Community is available for all to see and comments are subject to libel, slander and antitrust laws.
7. Users should exercise both common sense and courtesy in the messages they transmit on the Community and may not use the Community to transmit defamatory, derogatory, obscene and otherwise offensive communications. Personal attacks will not be tolerated.
8. Users may not post or distribute files, articles or other information subject to trademark, copyright, or other proprietary rights, except with the express written consent of the owner of the rights.
9. National Ski and Snowboard Retailers Association (NSSRA) members are prohibited from sharing the Combined Indemnified Bindings List via online communities.
10. Users must respect the security of the Community and may not attempt to gain access or provide access to areas private to NSGA or the Community.
11. Users are prohibited from using the Community for any purpose that may be illegal. For example, the Community may not be used to solicit or disseminate information having to do with, or to conduct any activity relating to, illegal drugs, pornography, gambling, spreading computer viruses, software infringement, trafficking in credit card codes, price-fixing, illegal boycotts or other crimes.
12. The Community may not be used in a manner that violates applicable federal, state or local laws, the NSGA bylaws or any other policies, procedures, rules or regulations of NSGA.
13. NSGA retains the right, but not the obligation, to monitor postings. NSGA may deny access to the Community to any individual who has not complied with the terms of these Rules and reserves the right, in its sole discretion, to (i) remove any postings or other content that is not consistent with these Rules or otherwise not in the best interests of NSGA; and (ii) suspend or terminate access to the Community for violations of these Rules or for otherwise acting in a manner contrary to the interests of NSGA.

**Important Information About the Community**

The views expressed on this Community are those of the individual contributors. They do not and should not be construed as representing the views of NSGA. NSGA makes no warranty, guarantee or representation as to the accuracy or sufficiency of the information posted on the Community, whether posted by NSGA or any third party, and NSGA assumes no responsibility or liability regarding the use or misuse of such information for any purpose. NSGA disclaims any responsibility to maintain copies of any information posted on the Community or to assure that such information is deleted. Unless specifically stated otherwise, NSGA does not endorse, approve, recommend or certify any information, advice, guidance, product, process, service or organization presented or mentioned on the Community, and information from the Community should not be referenced in any way to imply such approval or endorsement.

**Release**

The Rules of Engagement includes a legally binding release, waiver, discharge and covenant not to sue (collectively, Release), made voluntarily by you, on your own behalf, and on behalf of your heirs, executors, administrators, legal representatives, and assigns (collectively, Releasor or you) to NSGA.

For access to the Community, you release NSGA, NSSRA and its affiliates, members, officers, directors, employees and agents (collectively, Releasees), from any and all claims, demands and liabilities that you may suffer arising from or in connection with the Community, your acts or omissions, or information you transmit in connection with your participation in any use of the Community, and the materials, information, guidance, or advice contained on the Community, including any injury or harm to others (collectively, Liabilities), and you agree to defend, indemnify and hold Releasees harmless from and against any and all Liabilities.

**Choice of Law**

These Rules shall be governed in all respects by the laws of the State of Illinois, United States of America, exclusive of its choice of law or conflict of laws provisions. In addition, users consent to be subject to the exclusive personal jurisdiction of the state courts located in DuPage County, Illinois or the United States District Court for the Northern District of Illinois, whichever has jurisdiction, and waive any jurisdictional, venue or inconvenient forum objections to such court in the event of any dispute between the parties.

**Amendments and Acceptance**

NSGA reserves the right to modify or change the terms of these Rules as it determines from time to time in the best interests of NSGA. Changes will appear in the Rules of Engagement. Use of the Community constitutes the user’s continuing agreement to be bound by these Rules, as amended from time to time.