

## ClubsAustralia Incorporated Website – Terms of Use

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This website <https://clubsaustralia.com.au/> . ('Site') is operated by The Registered Clubs Association of New South Wales (ABN 61 724 302 100) ('ClubsNSW') on behalf of ClubsAustralia Incorporated (ABN 32 691 361 915). Reference to 'we', 'us' and 'our' in these Terms of Use is a reference to ClubsAustralia Incorporated (ABN 32 691 361 915).

Each user of this Site ('you') agrees to be bound by these Terms of Use ('Terms'). By accessing this Site, you are indicating your acceptance of and agreement with these Terms.

We may amend these Terms at any time by publishing the amended Terms on this Site. By accessing this Site after these Terms have been amended, you are agreeing to comply with, and be bound by the amended Terms.

### 1. Operation of this Site

- 1.1 We may update or make changes to this Site or the content which can be accessed on this Site from time to time at our sole discretion and without notice to you.
- 1.2 We may allow you to access links and download content onto your own device from this Site. You agree that access to such links and downloadable content may not be available to you for subsequent access or download.
- 1.3 We may suspend, withdraw or restrict the availability of all or any part of this Site at any time, with or without notice to you.
- 1.4 You are responsible for configuring your technology, device and internet to access this Site. You should use your own antivirus software.
- 1.5 You must not use any automatic or manual process to reverse engineer or decompile any part of this Site.

### 2. Intellectual Property

- 2.1 We own or have the right to use all intellectual property in relation to the content on this Site.
- 2.2 Nothing in these Terms creates or grants any interest in the intellectual property rights and any trademarks appearing on this Site in favour of you or any third party.
- 2.3 You must not do anything which interferes with or breaches the intellectual property rights in the content on this Site.
- 2.4 Content on this Site must not be reproduced, communicated, or otherwise disclosed in any form by any means without our prior written consent.
- 2.5 Trademarks and logos appearing on this Site must not be used by you except with the express written consent of their respective owner.

### 3. Third Party Content & Links

- 3.1 This Site may contain content and links which are owned by a third party (including by contributing authors of articles) and subject to that third party's terms and conditions. Unless expressly agreed in writing, nothing in these Terms shall be construed as granting any licence or right for you to use third party content on this Site for your own purposes.

3.2 The existence of third party content and links on this Site does not create or indicate that there is any relationship between us and that third party, or any endorsement by us of that third party, its content, links or any other products or services which that third party advertises.

#### **4. Advertisements and Articles**

4.1 We may, pursuant to a written agreement, grant you permission to advertise on this Site. We may also agree to publish on this Site an article written by you.

4.2 If we grant you permission to advertise on this Site or to have your article published on this Site in accordance with clause 4.1 of these Terms, you agree that advertisements and articles must at all times:

- (a) not contain any material which is unlawful, defamatory, obscene, in violation of any third party rights or which may encourage a criminal offence or civil penalty;
- (b) without limiting the general application of clause 4.2(a) of these Terms, comply with the *Competition and Consumer Act 2010* (Cth) (and any other similar consumer legislation), and with the prohibitions on gaming machine advertising in the *Gaming Machines Act 2001* (NSW) or equivalent legislation;
- (c) comply with all standards or codes, including those applicable to advertising generally;
- (d) comply with all guidelines published by us; and
- (e) any other directions issued by us.

4.3 Each guideline published by us is incorporated into these Terms.

4.4 All advertisements and articles shall be approved and uploaded to this Site by us. We reserve the right not to upload or use the advertisement or article you submit to us.

4.5 When you submit an advertisement or article to us, you grant us a non-exclusive, perpetual and royalty-free licence to publish, transmit, alter or otherwise use the advertisement or article for the purpose of publishing it on this Site.

4.6 To the extent that the placement, positioning or any other aspect of the presentation of the advertisement or article is not agreed to by you and us in writing, we reserve the right to determine how to present the advertisement or article on this Site.

4.7 If you advertise on this Site, you warrant that:

- (a) you own or have the right to use and licence any trade mark or other intellectual property rights contained in the advertisement; and
- (b) we will not infringe the rights of any third party or breach any law by publishing the advertisement on this Site.

4.8 If we publish your article on this Site, you warrant that:

- (a) you own or have the right to use and licence any copyright or other intellectual property rights subsisting in the article; and
- (b) we will not infringe the rights of any third party or breach any law by publishing the article on this Site.

4.9 We may, in our sole discretion, remove an advertisement or article at any time, with or without notice to you, if we deem that any advertisement breaches these Terms or any law, or is otherwise considered by us to be inappropriate.

## **5. Liability & Indemnity**

5.1 This Site and the content on this Site is provided on an “as is” and “as available” basis.

5.2 We make no express or implied representation, guarantee or warranty regarding the following:

- (a) the operation or availability of this Site, advertisements, links and content which can be accessed through this Site;
- (b) that this Site or the links, advertisements and content which can be accessed through this Site will always be available, uninterrupted, error-free, secure or free from bugs, viruses or any other type of malicious code or software; and
- (c) that there will be no technical problems which prevent or delay your access to this Site or the content which can be accessed through this Site.

5.3 By accessing this Site:

- (a) you assume responsibility for assessing the accuracy of the content which can be accessed through this Site;
- (b) you confirm that you have not relied on any warranty or representation made by us or any person acting on behalf of us or on our conduct or the conduct of any person acting on our behalf; and
- (c) you remain responsible for your own compliance with laws and regulations at all times.

5.4 To the maximum extent permitted by law, we and our employees, agents, officers and directors exclude and do not accept any liability for, and you agree to release us and each of our employees, agents, officers and directors from, any claim for any damage and/or loss of any kind, arising directly or indirectly out of, or in connection with all of the following:

- (a) your access to and use of (or inability to access or use) this Site;
- (b) your failure to comply with these Terms or any third party terms and conditions;
- (c) any update or amendment of this Site by us;
- (d) any act or omission of a third party;
- (e) any circumstances beyond our control;
- (f) any infringement, mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity or profanity in the statements, opinions, representations, content or advertisements on this Site; and
- (g) anything done in reliance, whether in whole or in part, on the information contained on this Site.

5.5 You agree to release ClubsAustralia from any claim for any damage and/or loss of any kind, arising directly or indirectly out of, or in connection with any of the matters listed in clauses 5.4(a) to 5.4(g) of these Terms.

- 5.6 We will not be liable for loss or damage that does not naturally or directly result in the ordinary course of events from the breach, action or inaction in question, including loss of profit or anticipated profit, economic loss, loss of data, goodwill or business, loss arising from interruption to business, or failure to realise anticipated savings.
- 5.7 You agree that the information and opinions appearing in third party content, advertisements and links on this Site are not endorsed by us.
- 5.8 We shall not be responsible for and make no representation that using this Site to advertise will improve any campaign, revenue or other outcome relating to the advertisement.
- 5.9 Nothing in these Terms is intended to affect any liability which cannot be excluded or limited under applicable law. If liability or remedies cannot be excluded because the Australian Consumer Law applies, we limit our liability to providing the relevant service again.
- 5.10 You agree to indemnify us, ClubsAustralia and our related bodies corporate, and each of our service providers, employees, agents, officers and directors from and against all claims for any damage or loss of any kind, arising directly or indirectly out of, or in connection with your breach of these Terms.

## **6. No Advice**

- 6.1 All information published on this Site is provided for general information purposes only. It is not intended to be comprehensive, nor does it constitute legal advice or other professional advice. We do not guarantee the currency or accuracy of the information contained on this Site. You should consider your own individual circumstances and obtain your own independent advice before acting on any information on this Site.

## **7. Feedback**

- 7.1 If you provide ideas, suggestions or other feedback to us regarding this Site, you agree that we will be entitled to use, implement, disclose and otherwise exploit such ideas, suggestions and feedback without payment or attribution to you.

## **8. General**

- 8.1 You must not use this site for any purpose or in any way which is unlawful.
- 8.2 These Terms are governed by the law of New South Wales, Australia. You agree that the courts in New South Wales will have exclusive jurisdiction.