

## TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THIS WEBSITE YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE THEN YOU MUST NOT ACCESS OR USE THIS WEBSITE.

### 1. About this Website

This website [www.schoolsportaustralia.edu.au](http://www.schoolsportaustralia.edu.au) (“**Website**”) is operated by School Sport Australia Incorporated ABN 27 553 186 854 trading as School Sport Australia (“**we**”, “**us**” or “**our**”). These terms of use (“**Terms of Use**”) apply to your use of this Website including all information, documents, files, text, data, logos, graphics, images, photographs, videos, software, material and other content (“**Content**”) available on this Website. In these Terms of Use, a reference to this Website includes all Content available on this Website unless the contrary intention appears.

### 2. Terms of Use

These Terms of Use include our [Privacy Policy](#) and any other terms and conditions which appear on this Website. In the event of a conflict between the provisions of these Terms of Use and any such other terms and conditions then these terms and condition will prevail to the extent of the inconsistency. You must at all times comply with these Terms of Use, any directions given by us and all applicable laws when using this Website.

### 3. Use of Content

You acknowledge and agree that: (i) the Content is made available to you for use for non-commercial purposes and any other purpose approved in writing by us; and (ii) the Content may be changed, modified, altered, removed or updated at any time without notice to you. Although we seek to ensure that the Content is accurate, complete and up-to-date, we do not give any representation or warranty in respect of the Content.

### 4. Prohibited uses

You agree not to: (i) use, copy, reproduce, adapt, modify, distribute, republish, resell, download, display, communicate or transmit in any form or by any means any Content available on this Website except to the extent permitted by these Terms of Use; (ii) use data mining, screen scraping or similar technologies to collect or extract any Content from this Website without our prior written approval; (iii) use any Content for any commercial purpose

without our prior written approval; (iv) use any Content in any way that may damage or adversely affect our reputation or goodwill; (v) interfere with or disrupt use of this Website by other users; or (vi) access or use this Website in breach of any applicable law.

## **5. Personal information about other individuals**

You agree that we may collect, use, hold and disclose your personal information in accordance with our [Privacy Policy](#). You must not provide us with any personal information about another individual for any purpose unless you have obtained the individual's express consent and notified the individual of the details required by all applicable privacy laws.

## **6. Intellectual property rights**

All intellectual property rights (including, without limitation, all copyright and trade mark rights) and other rights in the Content and this Website are owned or licensed by us. You may download and print out the Content available on this Website for non-commercial purposes and any other purpose approved in writing by us.

## **7. Suggestions, ideas and feedback**

You grant us an irrevocable, perpetual, non-exclusive, royalty-free, worldwide licence (including the right to sub-licence) to use, copy, reproduce, adapt, modify, distribute, republish, display, communicate and transmit for any purpose relating to this Website any suggestions, ideas, or feedback which you make available to us in connection with this Website.

## **8. Links to third party services and content**

We have no responsibility for any third party websites, applications, services or content linked to from this Website unless otherwise stated on this Website. You use any third party websites, applications, services or content linked to from this Website solely at your own risk and subject to the terms and conditions of the third party. We do not endorse or sponsor any third party website, application, service or content by reason only of it being linked to from this Website. We may at any time remove a link to any third party website, application, service or content linked to from this Website.

## **9. Links to this Website**

You may link to this Website provided that the link accurately indicates that it is to this Website and we have not requested you to remove the link where we have determined in our sole discretion that it is misleading or otherwise inappropriate. If you do not immediately

comply with a request by us to remove a link to this Website then you irrevocably and unconditionally agree to indemnify us against any and all costs, charges and expenses (including, without limitation, legal costs on a full indemnity basis) that we incur in having any such link removed.

#### **10. Disclaimer**

This Website is provided on an “as is” and “as available” basis. You use this Website solely at your own risk. We may update this Website at any time without notice to you which may affect your ability to access or use this Website. We do not give any representation or warranty of any kind whatsoever in respect of this Website including, without limitation, any representation or warranty that: (i) this Website will be accurate, complete and up to date at all times; (ii) this Website will be available at any time; (iii) this Website will be free from viruses or other harmful code; or (iv) your use of this Website will be error-free or uninterrupted. You acknowledge and agree that you provide us with information over the Internet at your own risk as the security of such information cannot be guaranteed.

#### **11. Exclusion of implied terms**

To the full extent permitted by law any condition, warranty or guarantee which would otherwise be implied (whether by any law or otherwise) in these Terms of Use is expressly excluded including, without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement of any third party’s rights. Where any condition, warranty or guarantee is implied (whether by any law or otherwise) in these Terms of Use which cannot lawfully be excluded then our liability for any breach of such condition, warranty or guarantee will be limited to the full extent permitted by law.

#### **12. Exclusion of liability**

To the full extent permitted by law we will have no liability (whether in contract, in tort, under statute or in any other way and whether due to negligence or any other cause) to you for or in respect of any and all claims, actions, demands, proceedings, losses, damages, costs, charges, expenses and liabilities of any kind or nature whatsoever directly or indirectly arising out of or in connection with your use, inability to use or attempted use of this Website including, without limitation, consequential, special or indirect losses, damages, costs, charges, expenses or liabilities.

### **13. Indemnity**

To the full extent permitted by law you irrevocably and unconditionally agree to indemnify us from and against any and all claims, actions, demands, proceedings, losses, damages, costs, charges, expenses and liabilities of any kind or nature whatsoever (including, without limitation, legal costs on a full indemnity basis) directly or indirectly arising out of or in connection with any breach by you of: (i) these Terms of Use; (ii) any applicable law; or (iii) the rights of any third party. It is not necessary for us to incur any cost or expense or make any payment before enforcing a right of indemnity under these Terms of Use.

### **14. Termination and suspension**

If you breach any of these Terms of Use then we may in our sole discretion do any one or more of the following: (i) immediately terminate or suspend your use of all or any part of this Website; (ii) immediately terminate these Terms of Use; and (iii) institute legal proceedings to recover from you any loss or damage that we suffer as a result of your breach of these Terms of Use. Any termination or suspension of your use of all or any part of this Website, or termination of these Terms of Use, will not affect any of our previously accrued rights or remedies under these Terms of Use. If these Terms of Use are terminated for any reason then the provisions of these Terms of Use which are capable of having effect after such termination will survive and remain in full force and effect following such termination.

### **15. Entire agreement and amendments**

These Terms of Use constitute the entire agreement between you and us in connection with their subject matter. We may in our sole discretion amend these Terms of Use at any time by publishing amended Terms of Use on this Website. By continuing to use this Website after amended Terms of Use have been published on it, you agree to be bound by such amended Terms of Use. If at any time you do not agree to the current version of these Terms of Use then you must immediately cease using this Website. You are responsible for reviewing the most recent version of these Terms of Use before using this Website.

### **16. Assignment and transfer**

You may not assign or otherwise transfer any of your rights or obligations under these Terms of Use. We may at any time by notifying you: (i) assign or otherwise transfer our rights and obligations under these Terms of Use to a body to which some or all of our functions are transferred; and (ii) provide to that body any or all information which you have provided to us in connection with this Website including, without limitation, personal information.

### **17. Waiver and severability**

Any failure by us to exercise any right or remedy under these Terms of Use will not constitute a waiver of that right or remedy or any other right or remedy. If any provision of these Terms of Use is invalid or unenforceable for any reason then that provision will be deemed to be severed from these Terms of Use to the extent that it is invalid or unenforceable without affecting the validity of the remaining provisions.

### **18. Governing law and jurisdiction**

These Terms of Use are governed by and construed in accordance with the laws of the State of Victoria, Australia. The courts of the State of Victoria, Australia will have exclusive jurisdiction in respect of any dispute arising out of or in connection with these Terms of Use. You acknowledge and agree that we do not give any representation or warranty that this Website or the use of this Website complies with the laws of any country outside Australia. If you access this Website from a country outside Australia then you are solely responsible for complying with the laws of that country.

These Terms of Use are effective as of 26 November 2019