

TV ONLINE TERMS AND CONDITIONS

ACCEPTANCE OF TERMS AND CONDITIONS

The triathlonvictoria.org.au website and mobile application (TV Sites) are owned and operated by Triathlon Victoria (TV). Your access to the TV Sites is conditional upon your acceptance of, agreement to and compliance with the terms, conditions, notices and disclaimers, including the TV Privacy Policy, contained here and elsewhere on the TV Sites (together, the Terms and Conditions).

Your use of and access to the TV Sites constitutes your agreement to the Terms and Conditions. TV reserves the right to amend, update or change the Terms and Conditions at any time without prior notice and you should periodically refer to them. TV may also offer other services that are governed by different terms and conditions. In such cases the other terms and conditions will be posted on the relevant site to which they apply. For the avoidance of doubt, these Terms and Conditions equally apply to the use of TV Sites (including access to Content) by wireless means, including mobile telephone and other devices in use now or in the future.

INTELLECTUAL PROPERTY IN CONTENT ON TV SITES

The content of the TV Sites (including copyright works, text, material, software, images, graphics, advertisements, databases, sound recordings, cinematograph films, animation, downloads, e-cards, streaming audio and streaming video) (together, "Content") is copyright © Triathlon Victoria and/or its licensors. All Rights Reserved.

You must not modify, adapt, copy, reproduce, decompile, communicate, transmit, make available, broadcast, perform, store, republish, print, commercialise, frame, upload or otherwise distribute the Content in any way except as expressly permitted on the TV Sites. Provided that you keep all Content intact and in the same form as made available by TV on the TV Sites, you may, using an industry-standard web browser, temporarily download and view the Content for your personal, non-commercial use but only in the course of browsing the TV Sites. Otherwise no part of the content of this site may be reproduced in any form without the written consent of TV. All rights not expressly granted are reserved by TV. The Content has been carefully compiled from sources believed to be reliable, but all Content is provided on the basis that TV does not warrant or guarantee and accepts no responsibility for the accuracy or completeness from time to time of any Content for any purpose. Subject to any statutory provisions which may not be excluded by law, TV will not be held liable for any damages whatsoever resulting from any action arising in connection with the use of any Content or its publication, including any action for copyright infringement, trade mark infringement or defamation.

TRADE MARKS

You agree that all of TV's trademarks and other TV names, logos and brand features, are the property of TV (the TV Marks). Without TV's prior permission, you agree not to display or use in any manner the TV Marks.

USER LICENCE AND CONSENT

By submitting, posting or placing any information or other material on the TV Sites (together, Material) or accessing the TV Sites, you grant to TV a perpetual, royalty-free, non-exclusive, irrevocable, unrestricted, worldwide licence to do the following in respect of the Material:

- use, copy, reproduce, adapt, communicate, transmit, broadcast make available, publish, print, publicly perform or display; and
- sublicense to any person the unrestricted right to exercise any of these rights.

You warrant that the Material and its use does not infringe any copyright, trade mark, patent, design, privacy, confidentiality or any right of any party or any law. You indemnify TV and any of its assignees or licensees from any claim, liability, loss or damage arising in respect of your breach or alleged breach of this warranty. You will procure that any author of Material, unconditionally and irrevocably, to the fullest extent permitted by law (i) waives in favour of TV and its licensees and their assigns all of the author's moral rights; and (ii) consents to any and all acts or omissions of TV and its licensees and their assigns which would, but for this consent, infringe any of the author's moral rights, in relation to all forms of works and other copyright subject matter (both existing and future) howsoever arising anywhere in the world in connection with the Material and its use. Where the law requires TV and its licensees and their assigns to specify acts or omissions (or specified classes or types of acts or omissions) to which the author consents, you will procure the author's consent to the following with respect to the Material: (a) alteration of size, colour and shape; (b) editing and adaptation, including use with other materials and the overlay or superimposition of other materials; (c) digitisation, including communication to the public; and (d) non-attribution of the author. If requested by TV, you shall execute and deliver to TV any instruments or documents which TV believes are required to carry out any licence, waiver or consent. Any personal information collected on the TV Sites will be handled in accordance with the TV Privacy Policy.

USE OF TV SITES

You are responsible for obtaining access to the TV Sites, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the TV Sites. You also understand and agree that the TV Sites may include advertisements and that these advertisements are necessary for TV to provide the TV Sites.

The TV Sites may contain one or more bulletin board, chat forum, comment section or other communication facility (Forum). By using and accessing the TV Sites or a Forum, you agree that you will not do any of the following:

- post, communicate or transmit any unlawful, criminal, threatening, abusive, defamatory, libellous, contemptuous, obscene, vulgar, pornographic, profane or indecent Material;
- post, communicate or transmit Material which violates or infringes the rights of any other person or party or infringes any law;
- inhibit or restrict any other user from using the TV Sites;
- interfere with the computer systems which support the TV Sites; overload a service; engage in a denial-of-service attack; or attempt to disable a host;
- post, communicate or transmit any file which contains viruses, worms, "Trojan horses" or any other harmful, contaminating or destructive features;
- access or attempt to access information resources you are not authorised to use;
- impersonate or falsely represent your association with any person or organisation;
- attempt to modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of a TV Sites, including the use of automated tools;
- post, communicate or transmit or use any material of any kind for commercial

purposes, or which contains any promotional material or advertising;

- delete, circumvent or alter any author attribution, legal notices, rights management information or technological protection measures; or
- post, download or communicate any file or material posted by another user of a TV Sites if you know, or reasonably ought to know, that the file or material cannot legally be downloaded or communicated in that manner.

You acknowledge that TV may or may not pre-screen Material, but that TV and its designers shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Material that is available via the TV Sites. It is your sole responsibility to be aware of the lawfulness of the Material. You acknowledge that all Forum communications are public and not private communications. TV reserves the right to cooperate fully with any law enforcement authority in any jurisdiction in respect of any lawful direction or request to disclose the identity or other information in respect of anyone (including you) posting material which violate or allegedly violate any law. You agree and acknowledge that:

- TV is not responsible for any content or material in any Forum (including, without limitation, any information, comments and/or advice of any individual or party referred to as a guest or expert whose statements on a Forum are their own);
- TV does not authorise or endorse the comments or material of users of a TV Sites or Forum.
- TV may use your personal information that is collected on a TV Sites or Forum for the purposes specified in these Terms and Conditions and will handle this personal information in accordance with the TV Privacy Policy.

Complaints and comments regarding potentially prohibited material on a Forum should be submitted via our e-mail.

MODIFICATIONS TO TV SITES

TV reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the TV Sites (or any part thereof) with or without notice. You agree that TV shall not be liable to you or to any third party for any modification, suspension or discontinuance of the TV Sites (or any part thereof).

LINKING TO TV SITES

You must not link to any TV Sites without first obtaining the prior written consent of TV and such consent must be signed by TV's Executive Director to be valid.

THIRD PARTY WEBSITES

TV Sites may contain links or references to Internet websites operated by third parties (Third Party Sites). TV provides these links as a courtesy and this should not be interpreted in any way as an endorsement of any Third Party Site. Third Party Sites are not under the control of TV and TV is not responsible for the content of any Third Party Site. TV makes no representations or warranties and accepts no responsibility for the accuracy, completeness, content or use of the information accessible from Third Party Sites. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the TV Sites, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that TV shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the TV Sites.

TERMINATION

These Terms and Conditions are effective until terminated by TV and TV may terminate this agreement and/or your access or membership to the TV Sites at any time without prior notice to you. In the event that TV terminates your access to the TV Sites, you are no longer authorised to access the TV Sites, however, all restrictions imposed on you, licences granted by you and all TV's disclaimers and limitations of liability contained in the Terms and Conditions will survive termination.

DISCLAIMER AND LIMITATION OF LIABILITY

TV does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law which cannot be excluded, restricted or modified. However, TV does exclude all other rights, remedies, conditions and warranties in respect of goods, services and the TV Sites arising under custom, law or statute which may be excluded. To the fullest extent permitted by law:

- TV makes no warranties, either express or implied, regarding the TV Sites, the Content or any goods or services including, but not limited to, implied warranties of merchantability or fitness for a particular purpose. TV does not warrant that your access to the TV Sites, the delivery of the TV Sites or the Content shall be free from errors, defects, bugs or viruses, uninterrupted, or reparable if damaged or impaired.
- TV will not be liable for any indirect, incidental, special, punitive and/or consequential damages, loss of profits and/or income, loss of data, loss of use, claims of third parties, or other losses of any kind which result from any use or access of, or any inability to use or access, any TV Sites or any Content, or any product or service, even if TV has been advised of the possibility of such damages or losses.
- TV's liability in respect of any product or service purchased from a TV Sites is limited to the less of (i) the replacement of any product or service purchased; and (ii) the purchase price paid by you to TV for that product or service.
- TV is not liable to you or anyone else in respect of any interference with or damage to your computer system or any other device which occurs in connection with your use of a TV Sites or a Third Party Site.

INDEMNITY

You indemnify TV, its licensees and/or assignees in respect of any claims, loss, damage or costs (including legal costs on a full indemnity basis) arising from or in connection with any breach or alleged breach by you of these Terms and Conditions or any other legal obligation.

WAIVER

TV's failure to exercise or enforce any one or more of its rights under these Terms and Conditions will not constitute a waiver of its rights.

SEVERABILITY

If any part of these Terms and Conditions are or become illegal, invalid or unenforceable in any relevant jurisdiction, the legality, validity or enforceability of the remainder of these Terms and Conditions will not be affected and these Terms and Conditions will be read as if the part had been deleted in that jurisdiction only.

ASSIGNMENT

TV may assign its rights in whole or in part to any person in TV's absolute discretion.

GOVERNING LAW

These Terms and Conditions will be governed and interpreted in accordance with laws of the State of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.

CONTACTING THE WEBSITE

If you have any questions not addressed on this page, please send us an e-mail.