

1. Definitions

In these terms and conditions:

Content	means any content information images or other material in or on the Site
Privacy Policy	means Our privacy policy which can be viewed at www.ballarat.com
Site	means the website at www.ballarat.com
Terms of Use	means the terms, conditions, notices and disclaimers contained in this document and elsewhere on the Site
Third Party Sites	means sites and resources located on servers operated and maintained by third parties
Us, We or Our	means Ballarat Regional Tourism Inc ABN 66 944 757 683 trading as Visit Ballarat
You or Your	means the person, individual, company, organization, partnership or entity using, viewing or accessing this Site

2. Ownership

The Site is owned and operated by Us.

3. Acceptance

- 3.1. Your use of or access to this Site is conditional upon Your acceptance and compliance with the Terms of Use. By continuing to use, or access this Site, You agree to be bound by the Terms of Use. If You do not agree to the Terms of Use, please stop using the Site immediately.
- 3.2. We may at any time vary, revise, add, amend, modify, or delete any part of these Terms of Use or the Site by publishing the variations on the Site.
- 3.3. Any amended Terms of Use (made in accordance with Clause 3.2 above) will be effective immediately and You will be bound by the amended Terms of Use from that time.
- 3.4. You agree to be bound by the Terms of Use, and You should periodically refer to them.

4. Termination

- 4.1. The Terms of Use are effective until terminated by Us.
- 4.2. We may terminate these Terms of Use and Your access to the Site at any time without notice for any reason, including if We believe that you may have violated these Terms of Use.
- 4.3. If You violate any Terms of Use, Your right to use and access the Site automatically terminates.
- 4.4. You agree that all restrictions imposed on You, disclaimers and limitations of liability set out in the Terms of Use are reasonable and will survive termination of these Terms of Use or any licence granted to You to use this Site.

5. Restrictions on use

- 5.1. You agree and warrant that You will not use the Site in a manner that is illegal or otherwise inconsistent with these Terms of Use, or that We deem objectionable.
- 5.2. You must not reproduce, distribute, publicly perform, publicly display or create derivative works of any of the Content unless authorised by Us (and where appropriate, the copyright owner).
- 5.3. You must not copy, reproduce, republish, post, upload, distribute, transmit or modify in any way all or any part of the Content, unless expressly provided for on the Site or expressly authorised by Us.
- 5.4. You agree not to post or transmit through this Site any material or content that violates or infringes in any way the rights of others or solicits, encourages or promotes the use of illegal activities, which is unlawful, threatening, abusive, harassing, defamatory, libellous, derogatory, invasive of privacy or publicity rights, vulgar, obscene, hateful, scandalous, pornographic, objectionable, which gives rise to civil or criminal liability or otherwise violates any local, state or federal law.
- 5.5. You must not post or transmit through this Site any advertising or commercial materials or promotional materials relating to services or companies that are competitive with Us.
- 5.6. We may monitor the content of this Site to determine compliance with the Terms of Use.
- 5.7. You undertake to Us not to violate any applicable laws, statutes, ordinance or regulation when using this Site.
- 5.8. We have the absolute right and discretion to edit, refuse to post, or remove any material or submission submitted to or posted to this Site that We find to be in violation of these Terms of Use or otherwise objectionable.

6. Security

- 6.1. You agree that you will only access the Site through the interfaces we provide.

- 6.2. You agree not to “hack” or reverse-engineer the Site, or take any action that could have the effect of damaging the Site or its security, or interfere with other users’ use of the Site.
- 6.3. You agree that you must not cause or allow any computerized or mechanical process to access or to collect content from the Site, or to send unsolicited or unlawful email, to or through the Site or with reference to Us or the Site.
- 6.4. Violations of system or network security may result in civil or criminal liability.

7. **No warranties or representations**

- 7.1. The Site and Content are provided on an ‘as is’ basis without any warranties of any kind other than any statutory warranties or warranties that cannot be excluded under applicable Australian consumer protection laws.
- 7.2. Subject to clause 7.1 above, We, to the fullest extent permitted by law, disclaim all warranties.
- 7.3. You acknowledge that You have not relied on any representation made by Us which has not been stated expressly in these Terms of Use.
- 7.4. Except as provided by any applicable Australian consumer protection laws, We do not warrant that:
 - (a) access to this Site will be uninterrupted;
 - (b) the services offered on the Site will be error-free;
 - (c) the Content is complete, error free or up to date; or
 - (d) this Site and its servers are free of computer viruses and other harmful data, code, components or other material.
- 7.5. We recommend that prior to using any downloaded file; You carry out an appropriate virus check.

8. **Limitation of liability**

- 8.1. Your use of this Site is at Your own risk.
- 8.2. To the extent permitted by law, by using this Site You undertake to Us that You waive all rights You may have against Us for defamation, misleading and deceptive conduct, injurious falsehood, unconscionable conduct, criminal libel, negligence or any other cause of action whatsoever whether arising as a matter of statutory law, common law or otherwise.
- 8.3. In no way will We or Our affiliates, or any party involved in creating, producing or delivery this Site, be liable for any direct, incidental, consequential, indirect, special, or punitive damages of any kind (including but not limited to lost profit, business interruption, harm to business reputation or legal costs, defense costs or settlement costs) arising out of Your access, use, misuse or inability to use this Site, any linked Third Party Sites, any advertisers’ products, services, goods, or events offered on or in connection with the Site, or in connection with any failure or performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, or line software or system failure.
- 8.4. In the event that You have a dispute with another user of the Site, related to, arising from, or in any way connected with use of the Site, You release Us and Our officers, directors, owners, employees, agents, information providers, affiliates, subsidiaries, partners, and licensors from any claims, demands, and damages of ever kind and nature arising out of or in any way connected with such a dispute.
- 8.5. Our liability is only limited to the extent permitted by law in each jurisdiction.

9. **Indemnity**

You agree to indemnify Us, Our directors, officers, employees and related entities from and against any and all claims, demands, proceedings, losses and damages of any kind (including reasonable legal) made by any third party due to or arising out of Your breach of these Terms of Use or Your violation of any law or the rights of a third party.

10. **Links and advertisements**

- 10.1. Content displayed on this Site (including advertisements) and links on or from this Site may lead to or be sourced from Third Party Sites over which We have no control.
- 10.2. Links to Third Party Sites are provided for convenience only and should not be construed as an endorsement or recommendation by Us of any Third Party Site referred to.
- 10.3. Any third party advertiser that has paid to advertise on the Site is solely responsible to You for the delivery of any goods or services You purchase on a Third Party Site.
- 10.4. We accept no liability for loss of any kind arising from:
 - (a) content or materials available on Third Party Sites;
 - (b) the use of links; or
 - (c) advertisements (or transactions or activity that result from advertisements) that appear on the Site.
- 10.5. Third Party Sites contain their own terms of use which You should read carefully.
- 10.6. You link to Third Party Sites entirely at your own risk.

11. **Privacy**

- 11.1. By using this Site, You are taken to consent to Our Privacy Policy www.ballarat.com
- 11.2. We may require You to provide information about Yourself when using the Site from time to time. You agree that any such information You provide to Us will be accurate and up to date.

12. **Intellectual Property**

- 12.1. You acknowledge that the Content and this Site is the subject of intellectual property and legal rights (including third party rights).
- 12.2. You must not, during or at any time after the expiry or termination of this licence to use and access the Site (which is granted to You and is subject to the Terms of Use), permit any act which infringes any of those rights.
- 12.3. The Content is protected by Australian and international copyright law and You acknowledge that any unauthorised use of the Content may violate these laws.
- 12.4. Other than as expressly permitted by law or these Terms of Use, no part of the Content may, without the specific prior written consent of Us or Our affiliates, be directly or indirectly:
- (a) used, copied, reproduced, translated, reused, transmitted, retransmitted, adapted, varied, removed, altered, modified, stored, published, republished, broadcasted, linked, distributed, framed, posted, uploaded, rewritten, broadcasted, stored;
 - (b) performed in public;
 - (c) incorporated into any other web site or used for any commercial purpose;
 - (d) stored in a retrieval system, by any means, including but not limited to graphic, electronic or mechanical, including photocopying, recording, taping or by storage in an information retrieval system;
 - (e) used in any manner or for any purpose which is unlawful; or
 - (f) used in any manner which violates any right of Ours (or an affiliate of Us) or which is prohibited by Us.
- 12.5. Some of the copyright in the Content is included on the Site under a licence from third parties. Any permission to use, copy or reproduce that Content (other than in the course of viewing this Site) must be obtained from the copyright owner.
- 12.6. All names, brands, logos and trademarks (both registered and unregistered) identifying Us are the property of Us.
- 12.7. Nothing contained on this Site should be construed as granting any licence or right to use or distribute any name, logo or trademark displayed on the Site without the express written permission of Us.

13. **Governing law**

All matters relating to this Site are governed by and are to be construed according to the laws applicable in the State of Victoria and the Commonwealth of Australia and You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria and Australia.