

## **Bowls Australia Website Terms & Conditions are applicable to WBNSW**

### **Website Terms and Conditions**

The Bowls Australia Limited (“**BA**”) website (“**BA Website**”) and all the websites within the BA network (including but not limited to those of the State and Territory Bowls Associations and Clubs) shall be collectively known as the “**Websites**”.

These terms and conditions cover the use of the Websites. BA reserves the right, at its sole discretion, to modify these terms and conditions from time to time. Use of the Websites constitutes agreement of the terms and conditions by the users of the Websites.

### **Public Forum**

The Websites may provide an area, site or feature which offers the opportunity for users to publish submissions for viewing by other Website users, including but not limited to a chat area, message board or profile page (“**Public Forum**”).

It is a condition of use of the Websites that all users are and remain solely responsible for any submissions that they publish or distribute. Persons under the age of 18 years must obtain their parents or guardians permission before submitting any content on the Websites. BA can not guarantee the privacy or security of any information published or distributed through a Public Forum.

BA has no duty to monitor any Public Forum, however BA does reserve all right to edit, remove or otherwise deal with any material which is published or distributed through a Public Forum or otherwise on the Websites. BA is not responsible for, and it does not endorse, the opinions, advice or recommendations posted or sent by users in any Public Forum and BA specifically disclaims any and all liability in connection with any Public Forum.

### **Ownership of user submitted content remains with the user**

BA does not claim ownership rights in any text, files, images, musical works, works of authorship or any other materials (collectively, “**Content**”) that is displayed, published, submitted or uploaded (collectively, “**submitted**”) by you on or through the Websites. You will retain all ownership rights in such submitted Content and are responsible for protecting such rights as appropriate.

### **Exclusive license granted to BA**

By submitting any Content on or through the Websites, you grant to BA an unlimited exclusive license to use, copy, cache, modify, perform, publically display, reformat, translate, excerpt (in whole or in part), reproduce and distribute the Content for any purpose, whether commercial, advertising or otherwise, in connection with BA or the sport of Bowls, or the promotion thereof, including the right to distribute the Content outside of the BA Website. This includes use of the Content in the preparation of derivative works, or incorporation into other works and the grant of sublicenses of the foregoing.

This license is irrevocable, perpetual, exclusive, fully-paid and royalty-free, sublicensable and fully transferrable and worldwide.

You agree that this license includes a right for BA to sublicense or make such Content available to other persons with whom BA has relationships for the provision of joint services or otherwise. To the extent permitted by law, the foregoing includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as moral rights. To the extent you retain any such moral rights under applicable law, you hereby ratify and consent to any action that may be taken with respect to such moral rights.

### **Warranty**

You represent and warrant that:

- you own any Content that is submitted by you, or otherwise have the rights, power and authority to grant the licence provided in accordance with these terms and conditions;
- Content submitted by you on or through the Websites does not infringe, violate or otherwise interfere with any copyright, trademark or intellectual property rights of another party including rights arising in relation to trade secrets and any moral rights;
- nothing you submit on or through the Website is libellous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, offensive or otherwise violates any law or right of any third party;
- the submission of Content by you on or through the Websites does not affect any privacy rights, publicity rights, trade secrets, contract rights or any other rights of any third persons;
- you agree to pay for all royalties fees and other amounts owing to any person by reason of the Content submitted by you to or through the Website;
- you will under no circumstances use the site or the service to send unsolicited e-mails, bulk mail, spam or other materials; harass, threaten, stalk or abuse any person or party or post any false, inaccurate or incomplete material.

### **Content posted**

BA may, but is not obligated to, delete any Content posted on the Websites that in the sole judgement of BA violates these terms and conditions or which may be offensive, illegal or violate the rights, harm or threaten the safety of any person. BA assumes no responsibility for monitoring the Websites for inappropriate Content or conduct.

BA has no control over, and no duty to take any action regarding, who gains access to the Websites or the effect of its content. BA takes no responsibility for Content which may be considered offensive or inappropriate and BA will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the site.

### **Limitation of Liability**

In no events shall BA, or its officers or employees, be liable with respect to the Websites for any:

- indirect, incidental, punitive, or consequential damages of any kind whatsoever;
- damages for loss of use, profits, data, images, user submitted Content or other intangibles;
- damages for unauthorised use, non-performance of the site, errors or omissions; or
- damages related to downloading or posting Content.

BA excludes all implied conditions and warranties regarding the site and the services, except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of these terms and conditions to be void ("**Non Excludable Condition**").

To the extent permitted by law, BA's liability to you for breach of any Non Excludable Condition is limited, at BA's option (as the case may be), to supplying the services in respect of which the breach occurred again, or payment of the cost of having those services supplied again.

## **Links**

Material may contain links to other sites. BA does not necessarily sponsor, endorse or approve of any material on such sites or the operators of such sites. BA makes no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any material on other websites to which Material is linked.

## **Privacy statement**

BA may collect information through the Websites. BA respects the privacy of the individuals of whom it collects, uses, discloses and holds personal information. BA has a Privacy Statement that is based on the National Privacy Policy Principles contained in the *Privacy Act 1988* (Cth). BA uses the information it collects for a range of purposes including, but not limited to, to administer and promote Bowls in Australia, and to provide related services and activities, to register, select and insure participants, and to assess the level of interest in BA.

Click here for a copy of the BA Privacy Statement.

## **Complaints**

If you wish to make a complaint about any of the Content that appears on the Websites, please send your complaint in writing to [admin@bowlsaustralia.com.au](mailto:admin@bowlsaustralia.com.au).

Any queries in relation to the Websites or these terms and conditions can be directed to [admin@bowlsaustralia.com.au](mailto:admin@bowlsaustralia.com.au).