

## ADELAIDE CROWS CHILDREN'S FOUNDATION LTD

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE.

### TERMS & CONDITIONS

Welcome to <https://www.afc.com.au/community>

Adelaide Crows Children's Foundation Ltd (ABN 33 113 422 129) ("**ACCF**") operates and provides this Website and its related Services subject to the following terms and conditions of use of this Website.

By accessing, browsing, or using this Website you agree you have read, understood and agree to be bound by these Terms and Conditions and all applicable law and you acknowledge that this Website is available for your use only on the condition that you agree to be bound to these Terms and Conditions. You should read these Terms and Conditions and the ACCF Privacy Policy carefully before using this Website.

ACCF reserves the right to revise and update these Terms and Conditions by making any changes immediately without notifying you except by publishing the amended Terms and Conditions on ACCF's Website. We may revise these terms from time to time. The revised terms will take effect when they are posted on the Website and your continued usage of this Website after any changes to these Terms and Conditions will mean you accept those changes.

In these Terms of Conditions:

- "ACCF", "us", "we", and "our" means Adelaide Crows Children's Foundation Ltd (ABN 33 113 422 129);
- "Website" means ACCF's website <https://www.afc.com.au/community>;
- "You" and "your" refers to anyone who visits and/or uses this Website, accepts these Terms and Conditions;
- "Website Materials" means all of the materials displayed on this website, including (without limitation) all information, text, graphics, names, logos, trademarks, design, software and advertisements;
- "Personal Property Securities Register" means the Personal Property Securities Register established by the *Personal Property Securities Act 2009* (Cth) and regulations made under it; and
- "Services" means the services available through the Website including access to educational resources and other information.

### PRIVACY

We have adopted a Privacy Policy that you should refer to fully understand how we collect and use your information in accordance with the principles of the *Privacy Act 1988* (Cth) and the *Australian Privacy Principles*. You can access the ACCF Privacy Policy at <https://www.afc.com.au/community>.

### COPYRIGHT

Images of people, places and/or Services posted on this Website are either the exclusive property of ACCF or are used herein with the express permission of ACCF. Unless otherwise noted, all content included on this Website, including (but not limited to) images, illustrations, designs, icons, photographs, video clips, written material and other materials, is the property of ACCF or its suppliers, partners, or affiliates and is protected by Australian and international copyright laws. The compilation of this Website is the exclusive property of ACCF and is protected by Australian and international copyright laws. Any unauthorised use of any content or materials on this Website is strictly prohibited and may violate copyright and trademark laws and/or the laws of privacy, publicity, and/or communications regulations and statutes. Any use of the materials or content on this Website can be made only with the prior written and express authorisation of ACCF. For further information on how you may obtain the authorisation to use any materials or content on this Website, please

contact ACCF by using the contact details provided in these Terms and Conditions. Please note that ACCF reserves all of its rights in this regard.

## **TRADEMARKS**

All trademarks, trade dress and marks (whether registered or unregistered) and their respective designs and/or logos on this Website are the exclusive trademarks and/or registered trademarks of ACCF. The trademarks, trade dress and marks of ACCF may not be copied, imitated or used, in whole or in part, without prior written permission of ACCF. All page headers, custom graphics, button icons, and scripts are trademarks and/or trade dress of ACCF, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of ACCF. All other trademarks, registered trademarks, product names and company names or logos used on this Website are the property of their respective owners and have been licensed by ACCF for the use of ACCF only. You may not use any trademarks, trade dress, marks or intellectual property of ACCF or its related companies, nor may you place any Meta tags or any other "hidden text" utilising the name of ACCF or its related companies, trademarks, or product names without our clear express written consent.

## **LICENSE AND SITE ACCESS**

We grant you a limited license to make personal use only of the Website. Such grant does not include, without limitation: (a) modification, adaptation, translation, reverse engineering, decompilation, disassembly or conversion into human readable form any of the contents of this Website not intended to be so read, including use of or directly viewing the underlying HTML or other code from this Website except as interpreted and displayed in a web browser; (b) copying, imitating, mirroring, reproducing, distributing, publishing, downloading, displaying, performing, posting or transmitting any of the contents of this Website (including any Company trademarks) in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise; (c) the collection and use of any product listings or descriptions; (d) making derivative uses of the Website and any of the contents of the Website; or (e) use of any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the contents of the Website or to collect any information from the Website or any other user of the Website.

You understand that any such violation is unlawful in many jurisdictions and that contravention of law may result in criminal prosecution. Examples of violations include: accessing data unlawfully or without consent; attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; attempting to interfere with service to any user, host or network, including without limitation, via means of overloading, "flooding", "mail bombing" or "crashing"; forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

## **HYPERLINKS**

You may provide a hyperlink to this website on another website, provided:

- the link must be pointed to the URL [www.afc.com.au/community](http://www.afc.com.au/community);
- the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with ACCF name and trademarks;
- the appearance, position and other aspects of the link may not create the false appearance that an entity other than ACCF is associated with or sponsored by ACCF; and
- the link, when activated by a user, must display the full-screen view of the website and must not be contained within a frame or any type.

Links on our Website may direct you to third party websites, which are subject to their own terms and conditions. Your use of those websites is solely at your own risk and expense and ACCF accepts absolutely no responsibility and makes no claims, representations or warranties with regards to the use, quality, content, nature or reliability of any third party websites.

## **YOUR ACCOUNT**

If you use this Website and such use requires setting up an account and/or password(s), you are solely responsible for maintaining the confidentiality of your account and password(s) and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. We reserve the right to refuse service, terminate accounts, remove or edit content in our sole discretion. If you register on the Website, you agree that any information you provide to us will be current, accurate and complete. ACCF will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by the ACCF or another party due to the unauthorised use of your account and/or password either with or without your knowledge. You agree to notify ACCF immediately of any unauthorised use of your account and/or password(s), or other breach of security.

## **ELECTRONIC COMMUNICATIONS**

From time to time ACCF may offer a newsletter, or product or service information updates. By accepting these Terms and Conditions, you consent to ACCF using your email address to send you ACCF newsletters or product or service information updates (as applicable). ACCF may also use your email address to send updates to you from time to time about changes to ACCF's Services.

If requested by you, ACCF will remove you from its mailing list in accordance with the ACCF Privacy Policy.

## **CREDIT CARD AUTHORISATION**

By providing us with your credit card details, you acknowledge and accept that you will be charged by ACCF for any donation and/or purchase of any Services you have selected. If you believe that you were incorrectly charged, please contact us immediately. Please note that we will only store and hold your credit card details in accordance with our Privacy Policy. If we cannot charge your credit card, you will receive notification from us and you will need to contact us to resolve the issue. We will not attempt to recharge your credit card until the issue has been resolved.

## **TERMINATION**

Notwithstanding any of these terms of use, we reserve the right, without notice or attendant liability, and in our sole discretion, to terminate your license to use this Website, and to block or prevent future access to and use of this website for any reason or no reason. Upon termination, these terms of use will still apply.

## **MATTER YOU MAY SUBMIT TO THE COMPANY**

From time to time ACCF may make available on this Website bulletin boards, chat rooms, comment areas, billboards, forums, news groups, postings sections or similar communications facilities. In such instances, ACCF welcomes your comments regarding our merchandise and Services, including our Website. However, any notes, messages, billboard postings, ideas, suggestions, or other material which you submit to ACCF must not harass, slander, malign, libel, defame, threaten, or otherwise violate any rights of any third-parties and must not include any profanity, obscene, indecent, pornographic, defamatory, offensive or unlawful material.

Any and all notes, messages, billboard postings, ideas, suggestions, or other material which you submit to ACCF will become, upon your submission, the sole and exclusive property of ACCF. ACCF shall be and is entitled to use any kind and nature of material which you submit for any type of use in perpetuity, and including in any and all media whether now known or hereafter devised. By submitting material to this Website, you are agreeing and you do agree that ACCF has the right to use such material in any way, including as outlined above and for promotional and advertising purposes, without compensation of any kind to you. If you choose to send material to us, you are forever assigning all rights in such original creative materials to ACCF. By submitting any materials of any kind to ACCF, you represent and warrant that you hold all necessary

right, title and license to such materials and that your submission of such materials to ACCF does not and will not violate or infringe the rights of any third-parties.

ACCF has no obligation to monitor the bulletin board services, chat rooms, postings sections, news groups, forums, communities and/or other message or communication facilities. However, ACCF reserves the right at all times and in its sole and absolute discretion, to disclose any information deemed by ACCF necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part.

You acknowledge that communications to or with bulletin board services, chat areas, news groups, forums, communities and/or other message or communication facilities are not private communications, therefore others may read your communications without your knowledge. You should always use caution when providing any personal information about yourself or your children.

ACCF does not control or endorse the content, messages or information found in any bulletin board services, chat areas, news groups, forums, communities and/or other message or communication facilities and, specifically disclaims any liability with regard to same and any actions resulting from your participation. To the extent that there are moderators, forum managers or hosts, none are authorised company spokespersons, and their views do not necessarily reflect those of ACCF.

Any communication or material you transmit to the Website by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary, except where otherwise stated in the ACCF Privacy Policy. Anything you transmit or post may be used by ACCF or its affiliates for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, ACCF is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Website for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing services using such information.

## **CHILDREN**

This Website is designed for and intended for use by adults. If you are under 18, you may use this Website and the Services only with involvement of a parent or guardian. If you are a parent or legal guardian, you must monitor and supervise the use of this Website by children, minors and others under your care. You agree to be responsible for their use of this Website.

## **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

<https://afc.com.au/community> is the generic URL for the country specific to ACCF.

This Website is provided "as is" and ACCF excludes all warranties of any kind to the fullest extent permissible by law. ACCF does not guarantee the accuracy or completeness of the Website or any information or Website content or that it is free of defects or viruses and we accept no responsibility for viruses and defects.

It may be necessary to interrupt the services provided on ACCF's Website in order to upgrade or maintain them, or for other circumstances beyond ACCF's control. Should ACCF need to interrupt the availability of Services on Website, ACCF will use its reasonable endeavours to minimise any interruption to the services.

Except to the extent that liability may not lawfully be excluded, ACCF will not be under any liability to you (or any of your officers, agents or employees) for:

- any loss of profit or anticipated profit, loss of data, loss of use, damage to goodwill or loss due to delay, or any direct or indirect loss or damage (including, without limitation, consequential loss or damage) however caused (including, without limitation, due to breach of contract, negligence or breach of statute) which may be suffered or incurred by you or which may arise from or in connection with your use of this Website or your use of or reliance upon any of the Services or materials contained in the Website or provided by the Website to you; or

- any cost, loss, liability or expense arising from death, personal injury or property damage resulting directly or indirectly from your use of the Website and/or the Services; or
- any failure by ACCF to exercise or enforce any one or more of its rights under these Terms and Conditions will not constitute a waiver of such rights unless such waiver is granted to you in writing.

The provision of the Services is subject to those mandatory warranties required by law.

Further, where the law implies a warranty into these Website Terms and Conditions which may not be lawfully excluded, ACCF's liability for breach of such a warranty shall be limited at its option in the case of the Services to either supplying the Services again or for an amount equal to having the Services supplied again.

You agree that this Website is provided free of charge. ACCF shall not be liable to you or any person for any loss or damage of any kind which may arise from the use of this Website. ACCF may from time to time, publish links to other third party websites on this Website. Contents, hyperlinks or information held on other sites is not the responsibility of ACCF. ACCF shall not be held liable for any information held on websites which may have links to or from this Website and which are not maintained and controlled by ACCF. ACCF does not endorse any material on those websites and do not provide any warranty, or assume any responsibility regarding the quality, accuracy, source, merchantability, fitness for purpose or any other aspect of material on those websites, nor does ACCF warrant that material on other websites does not infringe the intellectual property rights of any other person.

<https://afc.com.au/community> is intended for use within Australia only unless otherwise specified. ACCF makes no representation that any product or service referred to on this Website is appropriate for use, or available, outside of Australia. Those who choose to access this site outside of Australia are responsible for compliance with local laws to the extent that local laws are applicable.

By using this Website, you consent to the Terms and Conditions and disclaimers, as defined by ACCF. ACCF reserves the right to change these conditions from time to time without giving you prior notice.

ACCF's aggregate liability to you for any other losses resulting from use of this Website and/or Services is limited to the nominal amount of \$1AUD.

Your use of any materials or information provided on this Website and/or the Services is entirely at your own risk. We assume no duty of care to you with respect to this Website and/or the use of the Services.

The provision of information by you is strictly and solely your responsibility and will be relied upon by ACCF in relation to the Services.

All information provided on the ACCF website is for promotional or educational purposes only. The information provided is not provided as personal advice, nor is the information specific to your own personal situation. If you use the Services or follow any advice shown by ACCF you agree that you do so at your own risk, are voluntarily participating in these activities, assume all risk of injury to yourself, and agree to release and discharge us, our agents, directors and any third party associated with ACCF from any and all claims or causes of action, known or unknown from any claim whatsoever including (but not limited to) death, injury and/or property damage.

## **INDEMNITY**

You (and your related parties) agree to defend, indemnify and hold harmless ACCF, our officers, directors, employees, agents, subcontractors, licensors, and suppliers, from and against all claims, actions, demands, liabilities and settlements, arising in connection with your use of the Website and/or Services or your breach of any of these terms and conditions.

## **APPLICABLE LAW**

By accessing, browsing or using this Website, you agree that the laws of Australia, without regard to principles of conflict of laws, will govern these terms of use and any dispute of any sort that might arise between you and ACCF or its related companies. Regardless of where you access this Website, you agree that any action at law or in equity arising out of or relating to these terms of use shall be filed and adjudicated only in the federal or state courts located in Australia, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction and venue of such courts over any suit, action or proceeding between you and ACCF or any of its related companies.

## **ENTIRE AGREEMENT**

These terms of use constitute the entire agreement between you and ACCF with respect to this Website and the Services and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written with respect to this Website. A printed version of these terms of use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these terms of use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Any rights not expressly granted herein are reserved. The rights provided in these terms of use are cumulative and not exclusive of any other rights available in any other instrument or at law. These terms of use are in addition to and are not prejudiced by or merged in any right a party now has or may have. If any of these terms of use are illegal, void or unenforceable, they will be ineffective to the extent of the illegality, voidability or unenforceability, but without invalidating the remaining terms of use. Failure to exercise or delay in exercising, any right, power or remedy does not impair or operate as a waiver of any right, power or remedy. No single or partial exercise of any right, power or remedy precludes its further exercise or the exercise of any other rights, powers or remedies. Any waiver is effective only to the extent that it is in writing.

## **VARIATION**

These Terms and Conditions can only be amended or varied by ACCF at its own discretion and may not be amended or varied in any other manner.

## **ASSIGNMENT**

ACCF may assign or transfer its rights or obligations under these Terms and Conditions at its own discretion.

You are unable to assign any of your rights in any donation or purchase of the Services without the prior written permission of ACCF.

## **SEVERANCE**

If any part of these Terms and Conditions is prohibited, invalid, unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of these Terms and Conditions or effecting the validity or enforceability of that provision in any other jurisdiction.

## **CONTACT US**

**If you have any questions or suggestions regarding these Terms and Conditions, please contact us at:  
ACCF**

**Name:** Adelaide Crows Children's Foundation Ltd (ABN 33 113 422 129)

**Place of Registration:** Australia

**Registered Office Address:** 105 West Lakes Boulevard Adelaide, SA 5021

**Phone:** (08) 8440 6666

**Email:** [crowsfoundation@afc.com.au](mailto:crowsfoundation@afc.com.au)

