

## **Sydney Treasure Hunt Website Terms of Use**

These Terms of Use ("Terms") govern your use of our Website located at [www.sydneytreasurehunt.com.au](http://www.sydneytreasurehunt.com.au) ("Website") and form a binding contractual agreement between you, the user of the Website and us, Hens Treasure Hunt Pty Ltd trading as Sydney Harbour Treasure Hunt.

For that reason these Terms are important and you should ensure that you read them carefully and contact us with any questions before you use the Website. You can contact us on [info@sydneytreasurehunt.com.au](mailto:info@sydneytreasurehunt.com.au) at [www.sydneytreasurehunt.com.au](http://www.sydneytreasurehunt.com.au)

By using the Website you acknowledge and agree that you have had sufficient chance to read and understand the Terms and you agree to be bound by them. If you do not agree to the Terms, please do not use the Website.

These Terms of Use recommend that all potential guests carefully read all the Sydney Treasure Hunt Website Terms of Use, the Sydney Treasure Hunt Event Service Terms and Conditions and Sydney Harbour Treasure Hunt Website Privacy Policy together.

### **1. Licence to use Website**

- 1.1 We grant you a non-exclusive, world-wide, non-transferable licence to use the Website in accordance with the terms and conditions set out in this Agreement.
- 1.2 You may access and use the Website (including any incidental copying that occurs as part of that use) in the normal manner and may also print one copy of any page within the Website for your own personal, non-commercial use.
- 1.3 You must not add any content to the Website:
  - (a) unless you hold all necessary rights, licences and consents to do so;
  - (b) that would cause you or us to breach any law, regulation, rule, code or other legal obligation;
  - (c) that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
  - (d) that would bring us, or the Website, into disrepute; or
  - (e) that infringes the intellectual property or other rights of any person.
- 1.4 The Website contains links to other Websites as well as content added by people other than us. We do not endorse, sponsor or approve any such advertisements or listings or any content available on any linked Website.
- 1.5 Indigenous persons and other are advised that this Website may contain images of deceased persons.
- 1.6 You acknowledge and agree that:
  - (a) we retain complete editorial control over the Website and may alter, amend or cease the operation of the Website at any time in our sole discretion; and
  - (b) the Website will not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes).

### **2. Intellectual Property Rights**

- 2.1 Nothing in these Terms constitutes a transfer of any intellectual property rights. You acknowledge and agree that, as between you and us, we own all intellectual property rights in the Website.
- 2.2 By posting or adding any content onto the Website, you grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use that content in any way (including, without limitation, by reproducing, changing, and communicating the content to the public) and permit us to authorise any other person to do the same thing.
- 2.3 You consent to any act or omission, which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.
- 2.4 The licence in clause 2.3 will survive any termination of these Terms.

2.5 You represent and warrant to us that you have all necessary rights to grant the licences and consents set out in clauses 2.2 and 2.3.

### **3. Warranties**

3.1 You represent and warrant to us that:

- (a) you have the legal capacity to enter these Terms; and
- (b) you have complied with clause 1.3.

### **4. Liability**

4.1 To the full extent permitted by law, we exclude all liability in respect of loss of data, interruption of business or any consequential or incidental damages.

4.2 To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms.

4.3 These Terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions or obligations. If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option:

- (a) in the case of services:
  - (i) the supply of the services again; or
  - (ii) the payment of the cost of having the services supplied again.

### **5. Termination**

5.1 These Terms terminate automatically if, for any reason, we cease to operate the Website.

5.2 We may otherwise terminate these Terms immediately, on notice to you, if you have breached these Terms in any way.

### **6. General**

6.1 Disclaimers

(a) we will not be liable for content produced on any social media site, which includes the various internet-based applications that allow the creation and exchange of user-generated content. Social media enables individuals to communicate via the internet sharing information and resources;

(b) we will not be liable for any social media content which is placed onto social media sites by our customers, as social media sites can contain a significant amount of personal information, which includes but is not limited to text, audio, video, images, podcasts and other multimedia communications;

(c) we will not be liable for any conflicts of interest, which may arise from associations made through social media. This is when a persons personal interest could influence, or be perceived as being influenced, in the performance of their official duties and responsibilities;

(d) every care is taken to ensure that information provided on the [www.sydneytreasurehunt.com.au](http://www.sydneytreasurehunt.com.au) is accurate. Website visitors should note that this Website may be altered without notice and data errors may occur; we apologise for such occurrences. No liability is accepted for inconvenience or loss this may cause. No responsibility is taken for website's linked to this Website.

6.2 You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms.

6.3 If a provision of these Terms is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

6.4 Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.

6.5 This Agreement is governed by the laws of New South Wales each party submits to the jurisdiction of the courts of New South Wales.