

SCHOOLS IN ACTION WEBSITE TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING OUR WEBSITE. BY ACCESSING OR USING OUR WEBSITE YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE THEN YOU MUST NOT ACCESS OR USE OUR WEBSITE.

1. About this Website

Schools in Action Pty Ltd ABN 32 646 332 514 (“we”, “us” or “our”) operates this website www.schoolsinaction.com.au (“Website”) for purposes relating to organising and conducting sports events for school students. When using our Website you must at all times comply with these terms of use (“Terms of Use”), any directions given by us and all applicable laws. In these Terms of Use, a reference to our Website includes all information, documents, files, text, logos, graphics, images, photographs, videos, material, software and other content (“Content”) available on our Website.

2. Legally binding

These Terms of Use constitute a legally binding agreement between you and us which applies to all matters arising out of, or in connection with, our Website. If you are a representative of a school or other organisation then you agree to be bound by these Terms of Use on behalf of your school or organisation respectively and you warrant that you have full legal authority to do so. If you do not agree to be bound by these Terms of Use then you must not access or use our Website.

3. Terms of Use

These Terms of Use include our [Privacy Policy](#) and any other terms and conditions or policies which appear on our Website. In the event of a conflict between the provisions of these Terms of Use and any such other terms and conditions or policies then these Terms of Use will prevail to the extent of the inconsistency unless otherwise expressly stated. In these Terms of Use, the meaning of general words is not limited by specific examples introduced by including, for example, or similar expressions.

4. Use of Content

You agree that the Content: (i) is general in nature and made available to you for use for non-commercial purposes and any other purpose approved in writing by us; and (ii) may be changed, modified, altered, removed or updated at any time without notice to you. Although we seek to ensure that the Content is accurate, complete and up-to-date, we do not make any representation or give any warranty in respect of the Content including, without limitation, any representation or warranty that the Content is accurate, complete or up-to-date.

5. Prohibited uses

You must not: (i) copy, reproduce, adapt, modify, distribute, republish, resell, download, display, communicate or transmit in any form, or by any means, any Content except to the extent expressly permitted by these Terms of Use; (ii) interfere with, impair or disrupt the use of our Website by any other user; (iii) interfere with, impair or breach any security or authentication measures of our Website; (iv) use data mining, screen scraping or any similar technologies to extract data from our Website without our prior written approval; (v) access or use our Website to distribute any virus or other harmful code; (vi) access or use our Website to engage in any fraudulent or illegal activity or any other activity that we determine in our sole discretion to be inappropriate or unsuitable; (vii) use any of the Content for any commercial purpose without our prior written approval except to the extent expressly permitted by these Terms of Use; (viii) access or use our Website for any purpose that may damage or adversely affect our business interests including, without limitation, for the purpose of operating a business which competes with our business or soliciting users to use any service or product which competes with any of our services or products; (ix) access or use our Website in any way that may damage or adversely affect our reputation or goodwill or the reputation or goodwill of other users of our Website; (x) access or use our Website in breach of any applicable law; or (xi) access or use our Website otherwise than strictly in accordance with these Terms of Use.

6. User registration

Registration eligibility

In order to register on our Website, you must be at least eighteen (18) years of age. You agree that all information that you provide to us for the purpose of registering as a user of our Website will be accurate, complete and current. You agree to maintain the accuracy, completeness and currency of such information whilst you remain a registered user of our Website. We are not

responsible for any loss or damage that you suffer as a result of us relying upon any such information which is not accurate, complete and current.

Registration refusal and cancellation

We reserve the right in our sole discretion to refuse to register you as a user of our Website for any reason including, without limitation, if you provide us with any information which is not accurate, complete and current. We may cancel your registration as a user of our Website and delete your account for our Website if you: (i) breach these Terms of Use; or (ii) have not used your account for more than twelve (12) months.

Account security

You must at all times keep secure and confidential your login and password for your account for our Website. You must immediately notify us and change your password if you suspect or become aware that another person has made or may make unauthorised use of your account. You must not, without our prior written approval: (i) knowingly allow another person to use your account to access our Website; or (ii) use another user's account to access our Website. You are solely responsible for all use made of our Website when a person uses your account to access our Website.

7. Personal information handling

By providing us with your personal information you consent to us collecting, holding, using and disclosing it in accordance with our [Privacy Policy](#). You must not provide us with any personal information about another person for any purpose unless you have obtained the person's express consent and notified the person of the details required by all applicable privacy laws.

8. Ownership of intellectual property rights

We are the owner or licensee of all intellectual property rights (including, without limitation, all copyright and trademark rights) in our Website. You may only download and print out the Content available on our Website for non-commercial purposes and any other purpose approved in writing by us.

9. Suggestions, ideas and feedback

You grant us an irrevocable, perpetual, non-exclusive, royalty-free, worldwide, unconditional licence (including the right to sub-licence) to exercise all intellectual property rights in any

suggestions, ideas or feedback that you provide to us in connection with our Website or our business.

10. Links to our Website

You may link to our Website provided that the link accurately indicates that it is to our Website and we have not requested you to remove the link. We may in our sole discretion determine that any link to our Website is misleading or otherwise inappropriate and request you to remove the link. If you do not immediately comply with a request by us to remove a link to our Website then you must indemnify us against all costs, charges and expenses (including, without limitation, legal costs on a full indemnity basis) that we incur in having the link removed.

11. Links to external websites

We have no responsibility for any third party websites or content linked to from our Website. You use any third party websites or content linked to from our Website solely at your own risk and subject to the terms and conditions of the third party. We do not endorse or sponsor any third party website or content by reason only of providing a link to the third party website or content from our Website. We also do not accept any responsibility or liability for any third party website or content linked to from our Website. We may at any time remove a link to any third party website or content linked to from our Website.

12. Disclaimer

You use our Website at your own risk on an “as is” and “as available” basis. We do not give any representation, warranty or guarantee in respect of our Website including, without limitation, any representation, warranty or guarantee that: (i) our Website will be accurate, complete and up to date at all times; (ii) our Website will be available at any time; (iii) our Website will be free from viruses or other harmful code; or (iv) your use of our Website will be error-free or uninterrupted. To the full extent permitted by law, you use our Website and provide us with information over the internet at your own risk as the security of our Website and such information cannot be guaranteed.

13. Exclusion of implied terms

To the full extent permitted by law, we expressly exclude any condition, representation or warranty which would otherwise be implied, whether by law or otherwise, in these Terms of Use including, without limitation, any implied warranties of merchantability, fitness for a particular purpose or non-infringement of any third party's rights. Where any condition, warranty or representation is implied, whether by law or otherwise, in these Terms of Use

which cannot lawfully be excluded then our liability for any breach of such condition, warranty or representation will be limited to the full extent permitted by law.

14. Exclusion of liability

To the full extent permitted by law, we will have no liability (whether in contract, in tort, under statute or in any other way and whether due to negligence or any other cause) to you for or in respect of any claims, actions, demands, proceedings, losses, damages, costs, charges, expenses or liabilities of any kind or nature whatsoever (including, without limitation, consequential, special or indirect losses, damages, costs, charges, expenses or liabilities) directly or indirectly arising out of, or in connection with, your access or use, inability to access or use, or your reliance on our Website.

15. Indemnity

You irrevocably and unconditionally agree to indemnify and release us and our officers, employees and agents from all claims, actions, demands, proceedings, losses, damages, costs, charges, expenses and liabilities of any kind or nature whatsoever (including, without limitation, legal costs on a full indemnity basis) directly or indirectly arising out of, or in connection with: (i) any breach by you of these Terms of Use; or (ii) your access to or use, inability to access or use, or your reliance on our Website. You agree that we hold the benefit of this indemnity on trust for each of our officers, employees and agents. You also agree that it is not necessary for us to incur any cost or expense or make any payment before enforcing any right of indemnity under these Terms of Use.

16. Termination, suspension and restriction

We may at any time terminate, suspend or restrict your access to or use of our Website without notice for any reason including, without limitation, if you breach any of these Terms of Use. If your access to or use of our Website is terminated, suspended or restricted for any reason then any provisions of these Terms of Use which are capable of continuing to have effect will survive and remain in full force and effect after or during such termination, suspension or restriction respectively. The termination, suspension or restriction of your access to or use of our Website for any reason does not extinguish or otherwise affect any of our accrued rights or remedies under these Terms of Use.

17. Notices

We may give you notice under these Terms of Use by providing or making available to you a notice through our Website. If you are a registered user then we may also give you notice

under these Terms of Use by email to any email address or postal address which you have provided to us. You may give us notice under these Terms of Use by email to privacy@schoolsinaction.com.au. A notice given under these Terms of Use is taken to be received (i) if provided or made available by us through our Website – immediately on providing or making available the notice through our Website; (ii) if sent by email – on the day of sending unless the sender receives a delivery failure notification; and (iii) if sent by post – on the next business day if sent using a next day delivery service, otherwise three (3) business days after the date of posting.

18. Entire agreement and amendments

These Terms of Use constitute the entire agreement between you and us in connection with their subject matter. We may in our sole discretion amend these Terms of Use at any time by making available updated Terms of Use on our Website. You will be deemed to have agreed to be bound by such updated Terms of Use by continuing to access or use our Website after such updated Terms of Use have been made available. You are responsible for regularly reviewing the current Terms of Use which are available on our Website each time before using it. If at any time you do not agree to these current Terms of Use then you must immediately cease accessing and using our Website.

19. Further acts and approvals

You agree, at your own cost, to do everything necessary (including, without limitation, executing documents) to give full effect to these Terms of Use. We may in our sole discretion give conditionally or unconditionally or withhold any approval or consent under these Terms of Use.

20. Assignment and transfer

You may not assign or otherwise transfer any of your rights or obligations under these Terms of Use. We may at any time by notifying you: (i) assign or otherwise transfer our rights and obligations under these Terms of Use to a related body corporate within the meaning of the *Corporations Act 2001* (Cth) or a purchaser of all or part of our business or assets; and (ii) provide to that related body corporate or purchaser respectively all Content which you have made available to us in connection with our Website including, without limitation, any personal information.

21. Waiver and severability

Any failure by us to exercise any right or remedy under these Terms of Use will not constitute a waiver of that right or remedy or any other right or remedy. If any provision of these Terms of Use is determined to be illegal, invalid or unenforceable in whole or in part under any law then the whole or part of the provision will be severed to the extent that it is illegal, invalid or unenforceable and replaced with a provision (or part of a provision) that is legal, valid and enforceable and to the extent possible has a similar effect for the purposes of these Terms of Use without affecting the validity of the other provisions.

22. Governing law and jurisdiction

These Terms of Use are governed by, and to be construed in accordance with, the laws of the State of Victoria, Australia. The courts of the State of Victoria, Australia will have exclusive jurisdiction in respect of any dispute arising out of, or in connection with, these Terms of Use. We do not give any representation, warranty or guarantee that accessing or using our Website from a country outside Australia complies with the laws of that country. If you access or use our Website from a country outside Australia then you are solely responsible for complying with the laws of that country.

These Terms of Use are effective as of 28 May 2021