

Web Use Agreement

This Agreement governs use of the Triathlon Victoria Website. It exempts Triathlon Victoria and other persons from liability or limits their liability. By using the website, you acknowledge and signify that you have read, understood, and agreed to be bound by this Agreement. If you do not accept and agree to this Agreement, you may not access or use the website.

1. YOUR ACCEPTANCE OF THIS AGREEMENT

This is an Agreement between you and all persons you represent (and for purposes of this Agreement, "person" includes natural persons and any type of incorporated or unincorporated entity) regarding your access to and use of the Triathlon Victoria.org.au website and all content, information, products and services available on or through the website (collectively, the "Website"). This Agreement also provides benefits to Triathlon Victoria's affiliates, service providers, suppliers and other persons.

Each time you use/amend/upload/update the Website you signify your acceptance and agreement, to be bound by this Agreement as it then reads, and you represent and warrant that you have the legal authority to agree to and accept this Agreement on behalf of yourself and any person you purport to represent. If you do not agree with each provision of this Agreement, or you are not authorized to agree to and accept this Agreement on behalf of the person you purport to represent, you may not access or use the Website.

This Agreement is in addition to any other agreement you may have with Triathlon Victoria, including service contracts or transaction agreements/MOU's.

2. PERMISSION TO USE THE WEBSITE

It is solely your responsibility to determine whether your use of the Website is lawful, and you must comply with all applicable laws.

3. CHANGES TO THIS AGREEMENT

Triathlon Victoria may, in its sole discretion, change this Agreement from time to time as it relates to future use of the Website, by posting a revised Agreement to the effected party. By using the Website after this revised Agreement has been posted, you signify your acceptance and agreement to be bound by the revised Agreement. You may not change this Agreement in any manner.

4. OWNERSHIP AND PERMITTED USE OF THE WEBSITE

The Website (including all content, page headers, custom graphics, button icons, and scripts and the presentation, arrangement, coordination, enhancement and selection of such and other information in text, graphical, video and audio forms, images, icons, software, designs, applications, data, and other elements available on or through the Website) is the property of Triathlon Victoria, and is protected by Australian and international copyright, trademark and other laws. Your use of the Website does not transfer to you any ownership or other rights in the Website or its content. The Website is made available to you for your lawful agreed use only. You may use the Website only in the manner described expressly in this Agreement and subject to all applicable laws. Using the Website for any other purpose or in any other manner is strictly prohibited.

You may print Website pages provided that you do not modify any of the pages and you do not remove or alter any visible or non-visible identification, marks, notices, or disclaimers. The Website and its content may not be copied, imitated, reproduced, republished, uploaded, posted, transmitted, modified, indexed, catalogued, mirrored or distributed in any way, in whole or in part, without the express prior written consent of Triathlon Victoria. You may not sell or resell any part of the Website or access to the Website. You may not use any of the software that is used in the operation or provision of the Website except while you are using the Website in accordance with this Agreement.

5. MISPRINTS AND ERRORS, PRODUCT AVAILABILITY AND PRICES

Triathlon Victoria endeavours to provide current and accurate information on the Website. However, misprints, errors, inaccuracies, omissions (including incorrect specifications for products) or other errors may sometimes occur. Triathlon Victoria cannot guarantee that products and services advertised on the Website will be available when ordered or thereafter. Triathlon Victoria does not warrant that the content of the Website including, without limitation, product descriptions or photographs, is accurate or complete.

Triathlon Victoria reserves the right to: (a) correct any error, inaccuracy or omission at any time without prior notice or liability to you or any other person.

The advertisements on the Website are invitations to you to make offers to purchase products and services on the Website and are not offers to sell.

6. TRADE-MARK INFORMATION

Triathlon Victoria, the Triathlon Victoria logo, and other names and logos appearing on or in connection with the website (the "Marks") are

registered or unregistered trademarks, service marks, trade names and logos owned or licensed by Triathlon Victoria.

Any use of the Marks, except as expressly provided in this Agreement, is strictly prohibited. Nothing appearing on the Website or elsewhere shall be construed as granting, by implication or otherwise any licence or right to use any of the Marks.

7. NO LINKING, FRAMING, MIRRORING, SCRAPING, DATA-MINING OR POSTINGS

Links to the Website without the express written permission of Triathlon Victoria are strictly prohibited. To request permission to link to the Website, please send an email to info@trivic.org.au. Triathlon Victoria may in its discretion cancel and revoke any permission it may give to link to the Website at any time and without any notice or liability. The framing, mirroring, scraping or data-mining of the Website or any of its content in any form and by any means is strictly prohibited. You may only use any collaborative browsing or display technologies in connection with your use of the Website or to post comments, communications, or any other data of any kind to or on the Website with the intention that such postings may be viewed by other users of the Website, without the expressed permission of Triathlon Victoria.

8. LOGIN NAMES AND PASSWORDS

Certain areas and features of the Website are accessible only to users who have been issued a login name and password (collectively "Codes") by Triathlon Victoria. For the purposes of accessing the Website, the Codes remain the property of Triathlon Victoria and may be cancelled or suspended at any time by Triathlon Victoria in its discretion without any notice or liability to you or any other person.

Triathlon Victoria is not under any obligation to verify the actual identity or authority of any person using Codes to access and use the Website. Triathlon Victoria may act upon any communication that is given with the use of Codes. Triathlon Victoria in its discretion at any time require proof of the identity of any person seeking to access and use the Website, and may deny access to and use of the Website or parts of it or refuse to accept or act upon any communication if Triathlon Victoria is not satisfied with such proof.

If you have been issued Codes: (a) you are fully responsible and liable for the security of the Codes and any and all use and misuse of the Codes; (b) you will keep the Codes secure and confidential at all times and not disclose the Codes to any other person or permit any other person to use the Codes; (c) you will ensure that all uses of the Codes comply with this Agreement; (d) once you have logged-on to the Website using the Codes, you will not leave the computer terminal used to access the Website unless and until you have terminated the session

and logged-off the Website; and (e) you will immediately notify Triathlon Victoria by email to: info@trivic.org.au if you know or suspect that any Codes have been lost or stolen or become known to or used by any other person.

9. SOFTWARE AGREEMENTS

Triathlon Victoria may cause software to be available for you to download from the Website or through other Websites and Internet resources. The software is protected by copyright, and your downloading and use of the software is governed by the applicable transaction agreement and the Software Licence Agreement specific to the software. By downloading software, you signify your agreement and acceptance of the applicable transaction agreement and Software Licence Agreement.

10. CONTESTS

From time to time Triathlon Victoria may make contests available to users of the Website and others. All contests are governed by this Agreement and the applicable Contest Rules. By participating in a contest through the Website, you signify your agreement and acceptance of this Agreement and the applicable Contest Rules.

11. UNSOLICITED SUBMISSIONS

In order to avoid potential misunderstandings or disputes, Triathlon Victoria does not accept or consider unsolicited ideas or suggestions ("Submissions"). If you send Submissions to Triathlon Victoria or the Website, you automatically grant (or warrant that the owner of the Submissions grants) to Triathlon Victoria and its successors, assigns and licensees a perpetual, royalty-free, irrevocable, unrestricted, non-exclusive, world-wide, assignable, sub-licensable, right and license to use and exploit the Submissions or any ideas, concepts, know-how or techniques associated with the Submissions for any purpose whatsoever, commercial or otherwise, using any form, media or technology now known or later developed, without providing any attribution or compensation to you or any other person, without any liability whatsoever, and free from any obligation of confidence or other duties on the part of Triathlon Victoria or its successors, assigns and licensees, and you agree, represent and warrant that all moral rights in the Submissions are waived in favour of Triathlon Victoria and its successors, assigns and licensees.

12. YOUR INFORMATION

All information you provide through the Website, including registration information (name and email address), payment information (credit

card numbers and expiration dates), and transaction-related information, must be true, accurate, current and complete. Triathlon Victoria will rely on the information you provide. You will be solely responsible and liable for any and all loss, damage, and additional costs that you, Triathlon Victoria or any other person may incur as a result of your submission of any false, incorrect or incomplete information or your failure to update your registration information and payment information within 30 days of any change.

13. DISCLAIMERS, LIABILITY EXCLUSIONS/LIMITATIONS AND INDEMNITY

Disclaimer of Liability

YOUR ACCESS TO AND USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND INCLUDING WITHOUT LIMITATION IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF OR RELATING TO ACCURACY, ACCESSIBILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, PERFORMANCE OR DURABILITY, ALL OF WHICH ARE DISCLAIMED BY PROFORMA TO THE FULLEST EXTENT PERMITTED BY LAW.

The information contained on this website is derived from a number of sources.

While Triathlon Victoria has endeavoured to ensure that the information is correct and complete at the time of publication, this in no way warrants that any of the information is correct or complete. While care has been taken to ensure that the information supplied is correct, Triathlon Victoria does not warrant or accept any liability in relation to the quality, operability or accuracy of the information on this website.

To the fullest extent permitted by law, Triathlon Victoria and its employees and agents shall have no liability (including but not limited to liability by reason of negligence) for any loss, damage, cost or expense whether direct, indirect, consequential or special, incurred by, or arising by reason of, any person using or relying upon the information, and whether caused by reason of any error, omission or misrepresentation in the information or otherwise.

Users of the website will be responsible for making their own assessment of the information both on this and other cross-referenced sites, and should verify all relevant representations, statements and information.

LIABILITY EXCLUSIONS

TRIATHLON VICTORIA AND ITS PROVIDERS WILL NEVER BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSS OR DAMAGE ARISING FROM, CONNECTED WITH, OR RELATING TO THE WEBSITE OR THIS AGREEMENT INCLUDING BUT NOT LIMITED TO LOSS OF DATA, BUSINESS, MARKETS, SAVINGS, INCOME, PROFITS, USE, PRODUCTION, REPUTATION OR GOODWILL, ANTICIPATED OR OTHERWISE, OR ECONOMIC LOSS, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR LAW OR EQUITY), REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING WITHOUT LIMITATION GROSS NEGLIGENCE AND FUNDAMENTAL BREACH) BY TRIATHLON VICTORIA OR ANY PERSON FOR WHOM TRIATHLON VICTORIA IS RESPONSIBLE, AND EVEN IF TRIATHLON VICTORIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE BEING INCURRED.

14. PERSONAL INFORMATION PRIVACY

Triathlon Victoria collects, uses and discloses personal information in accordance with its Privacy Policy (at the end of this document) and which may be changed from time to time by Triathlon Victoria in its discretion without any notice or liability to you or any other person by making an amended Privacy Policy accessible through the Website. By accepting this Agreement, and each time you use the Website, you consent to the collection, use and disclosure of your personal information by Triathlon Victoria in accordance with the Privacy Policy as it then reads.

15. OTHER SITES/RESOURCES

For your convenience, the Website may include links or references to other Internet sites or resources and businesses operated by other persons (collectively "Other Sites"). Other Sites are independent from Triathlon Victoria, and Triathlon Victoria has no responsibility or liability for or control over Other Sites, their business, goods, services, or content. Triathlon Victoria does not sponsor or endorse Other Sites or their business, goods, services, or content, unless expressly indicated in writing. Your use of Other Sites and your dealings with the owners or operators of Other Sites is at your own risk, and you will not make any claim against Triathlon Victoria arising from, connected with, or relating to your use of Other Sites or your dealings with the owners or operators of Other Sites. As between you and Triathlon Victoria, this Agreement, with all necessary modifications, applies to your access and use of any Other Sites and their business, goods, services and content.

16. TERMINATION

Notwithstanding any other provision of this Agreement, Triathlon Victoria may in its discretion change, discontinue, modify, restrict, suspend or terminate the Website or any part of it without any notice or liability to you or any other person. Triathlon Victoria may in its discretion and for its convenience at any time immediately terminate, temporarily or permanently, this Agreement or your permission to access and use the Website without any notice or liability to you or any other person.

If this Agreement or your permission to access or use all or any part of the Website is terminated for any reason, then this Agreement and all other then existing agreements between you and Triathlon Victoria will continue to apply and be binding upon you regarding your prior access to and use of the Website, and anything connected with, relating to or arising there from.

17. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement, your access to and use of the Website, and all related matters are governed solely by the laws of Victoria, Australia and applicable federal laws of Australia. Any dispute between you and Triathlon Victoria or any other person arising from, connected with or relating to the Website, this Agreement, or any related matters (collectively "Disputes") will be resolved before the Courts of Victoria, Australia and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those courts in respect of all Disputes.

18. OTHER MATTERS

If any provision of this Agreement is held to be invalid or unenforceable for any reason, then the provision will be deemed to be severed from this Agreement and the remaining provisions will continue in full force and effect. This Agreement ensures to the benefit of and is binding upon each of Triathlon Victoria and its successors, assigns and related persons, and you and your heirs, executors, administrators, successors, permitted assigns and personal representatives. You may not assign this Agreement or the rights and obligations under this Agreement. Triathlon Victoria may assign this Agreement and its rights and obligations under this Agreement without your consent. No consent or waiver by any party to or of any breach or default by any other party in its performance of its obligations under this Agreement will be: (a) deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party; or (b) effective unless in writing and signed by all parties.

Any rights not expressly granted by this Agreement are reserved to Triathlon Victoria.

General

These Terms & Condition shall be governed by and interpreted in accordance with the laws of Victoria.

Users will not use this site for any purpose or in any way which is unlawful.

This site may contain links to other web sites and files. We have no control over the content and can not ensure it will not be offensive or objectionable. We will, however, remove links to material that we feel is inappropriate as we become aware of them.

By pressing the "Agree" button, you agree that you, the user, are 18 years of age or over. You are fully responsible for any information or file supplied by this user. You also agree that you will not post any copyrighted material that is not owned by yourself.

In your use of this website, you agree that you will not post any information which is vulgar, harassing, hateful, threatening, invading of others privacy, sexually oriented, or violates any laws.

If you do agree with the rules and policies stated in this agreement, and meet the criteria stated herein, proceed to press the "Agree" button below, otherwise press "Cancel".

You may contact Triathlon Victoria by telephone, email, or postal mail:

Triathlon Victoria
Monash University
Building 'U'

McMahons Rd

Frankston, Vic 3199

Tel: (03) 9904 4877

Fax: (03) 9904 4876

email: info@trivic.org.au

Privacy

This section explains how we handle personal information collected from our website

Users are advised that there are inherent risks in transmitting information across the internet. Individuals may contact our Office by phone or mail if they have concerns about making contact via the internet.

Collection

When individuals only browse the website, we do not collect their personal information.

Sometimes, we collect personal information that individuals choose to give us via online forms or by email, for example when individuals:

- ask to be on our email list
- make a written enquiry to the Triathlon Victoria office via info@trivic.org.au

We do not identify users or their browsing activities except, in the event of an investigation, where a law enforcement agency may exercise a warrant to inspect the internet service provider's server logs.

Use and disclosure

We only use personal information collected via our website for the purposes for which it was given to us.

We do not share personal information about individuals with other government agencies, organisations or any one else unless one of the following applies:

- the individual has consented
- the individual would reasonably expect, or has been told, that information of that kind is usually passed to those individuals, bodies or agencies
- it is required or authorised by law

When an individual's email address is received by us because they sent us a message, the email address will only be used or disclosed for the purpose for which they have provided it and it will not be added to a mailing list or used or disclosed for any other purpose without the individual's consent.

Data quality

We maintain and update personal information collected from or published on our website as necessary or when we are advised by individuals that their personal information has changed.

Data security

Individuals who choose to join our email lists, complete online forms or lodge enquiries will have their contact details stored on password protected databases.

Staff members associated with website maintenance have access to our website's backend system which is password protected. Our website server, hosted by our internet service provider, is also password protected.

You may contact Triathlon Victoria by telephone, email, or postal mail:

Triathlon Victoria
Monash University
Building 'U'

McMahons Rd

Frankston, Vic 3199

Tel: (03) 9904 4877

Fax: (03) 9904 4876

email: info@trivic.org.au