



# Thinkspot Website Terms of Use

**These Terms of Use were last updated:** July 2017

Welcome to Thinkspot ([www.thinkspot.com.au](http://www.thinkspot.com.au)) (the "Site"). These are our Terms & Conditions for use of the Site which you may access in several ways, including but not limited to the web, PDAs and mobile phones. These Terms & Conditions apply whenever you access the Site, regardless of how you access the Site.

## **Use of this Site**

Nationwide News Pty Ltd (ABN 98 008 438 828) (herein referred to as "News"), is the owner and operator of this Site.

Users of this Site ("Users") agree to be bound by these Terms & Conditions, which are subject to change at News' sole discretion. Your use of and access to this Site indicates your acceptance of these Terms & Conditions, as they exist at that time.

## **Membership Requirements**

To become and to continue as a member of the Site ("Member"), you must:

- be aged 16 years or over; live in Australia;
- apply and be accepted for Membership;
- complete the Profiling Survey;
- have an active, permanent email address so as to receive, among other things, invitations to participate in research and any Thinkspot newsletters;
- consent to receive emails from News in connection with Thinkspot, including an email inviting you to participate in research and emails attaching the Thinkspot newsletter; and
- participate in a survey at least once a year, not including the Profiling Survey.

Membership is not transferable.

## **Monthly Prize Draws**

News may enter your name in the Site's regular prize draws and other competitions that may be offered to Members. Each competition run by News in connection with Thinkspot will be subject to specific terms and conditions, which will be published on the Site at that time. Where you win a prize in any competition conducted by News in connection with Thinkspot, News may publish your name on the Site and elsewhere.

## **Termination**

News may suspend or terminate all or any part of Thinkspot (including the Site) at any time.



A Member may cancel Membership by clicking the 'Unsubscribe' option at the bottom of any email you receive or by logging into the Thinkspot website, viewing the 'Update User Info' screen and clicking the 'Unsubscribe' option.

News may suspend, cancel or terminate a Membership, at any time and with immediate effect if in News's reasonable opinion, the Member no longer complies with the ongoing requirements as stated above or because News reasonably believes that the Member has, has intended or intends to breach any of these Terms of Use or interfere with the normal operation of the Site or any other activities of News.

### **Copyright and Trade Marks**

All intellectual property in relation to content on the Site belongs to News or its licensors, advertisers or affiliates. You obtain no interest in that intellectual property. All content on this Site is protected by Australian and international copyright and other intellectual property laws. You may not do anything which interferes with or breaches those laws or the intellectual property rights in the content.

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All rights not expressly granted herein are reserved.

### **User Content**

When you submit content to the Site in any format, including any text, photographs, graphics, video or audio, or survey responses, you grant News a non-exclusive, royalty-free, perpetual license to use that content in any way. This includes the right to publish your supplied content in our own or other party's media) in an aggregated form or to publish that content in an anonymised form without attributing you as the source (and in this respect you agree that you will not pursue your moral rights) and the package your supplied content with other content and permit third parties to use the same. News also reserves the right not to use the content you submit.

You warrant that you have all of the necessary rights, including copyright, in the content you contribute, that your content is not defamatory and that it does not infringe any law. You waive any moral rights in your contribution for the purposes of its submission to News.

In respect of providing information you agree that you will not post, transmit or otherwise publish on the Site or to the Site servers any material that:

1. restricts or inhibits any other user from using or enjoying the Content on the website;



2. is unlawful, threatening, libellous, defamatory, abusive, obscene, vulgar, pornographic, profane, racist or indecent or any other material of a similar nature, including without limitation any transmissions that would constitute, or that encourage conduct that would constitute, a criminal offence, give rise to civil liability, or infringe any applicable laws;
3. violates or infringes the rights of any other person, including material which is an invasion of any privacy rights or which is protected by copyright, trademark or any other proprietary right, without first obtaining permission from the owner;
4. contains a virus, worm, Trojan Horse or other harmful or destructive component(s) or device(s) that has a negative impact on the normal operation and use of the website, it's servers and the Content thereon;
5. contains any promotional material or advertising; or
6. constitutes or contains false or misleading statements.

You indemnify News against any and all legal fees, damages and other expenses that may be incurred by News as a result of a breach of this section titled "User Content".

### **Advertising, Links to Third party Websites and e-commerce offers**

This site may include third party content which is subject to that third party's terms and conditions of use. Nothing on this Site should be construed as granting any license or right for you to use that content. This Site may include links to third party sites which are not related to News and in relation to which News has no control or interest. The appearance of those links on this site does not indicate any relationship between News and that third party or any endorsement by News of that third party, its site or the products or services which it is advertising on this Site.

### **Disclaimer and Limitation of Liability**

News does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act 2010 (ACL) or equivalent State or Territory legislation which cannot be excluded, restricted or modified. News otherwise excludes all rights, remedies, guarantees, conditions and warranties in respect of goods or services from your use of the Site whether based in statute, common law or otherwise to the extent permitted by law. To the fullest extent permitted by law, including the ACL, the following provisions apply:

1. News does not warrant the accuracy of the content which you access through this Site. The content is provided to you "as is" and on an "as available" basis and on the condition that you undertake all responsibility for assessing the accuracy of the content and rely on it at your own risk. All content which you access through this Site may be changed at News' sole discretion and without notice.
2. News will have no responsibility or liability in relation to any loss or damage that you incur, including damage to your software or hardware, arising from your use of or access to this Site.
3. News does not warrant that functions of this Site or which you access through this Site, such as hyperlinks, will be uninterrupted or error free, that defects will be corrected, that there will be no technical problems which prevent or unreasonably delay delivery of the Site or any content which ought to be accessible through the Site, or that News or the server that makes it available, are free of viruses or bugs.
4. Where permitted under local law, including the ACL, liability of News, for any breach of a term or condition implied by law is limited at News' discretion, to the supply of any service again or the payment for the cost of having any service supplied again. However, News cannot limit its liability in this manner if you establish that it would not be fair or reasonable for News to do so.



News does not warrant the accuracy of the content on the Site. The content is provided to you "as is" and on an "as available" basis and on the condition that you undertake all responsibility for assessing the accuracy of the content and rely on it at your own risk. All content on the Site may be changed at News's sole discretion and without notice.

News will have no responsibility or liability in relation to any loss or damage that you incur, including damage to your software or hardware, arising from your use of or access to this Site.

News does not warrant that functions contained in the Site content, such as hyperlinks, will be uninterrupted or error free, that defects will be corrected or that News or the server that makes it available, are free of viruses or bugs.

To the extent permitted by law, all other representations, conditions or warranties, whether based in statute, common law or otherwise are excluded. Liability of News, for any breach of a term or condition implied by law is limited at News's discretion, to the supply of any service again or the payment for the cost of having any service supplied again.

You expressly acknowledge and agree that News does not exert control over users of the Site and is not liable either for their opinions or their behaviour including any information and/or advice and any defamatory statements or offensive conduct.

News does not and cannot review all information posted to the Site by Users and is not responsible for such information. However, News reserves the right to refuse to post and the right to remove any information, in whole or in part, for any reason whatsoever or for no reason.

News may at its sole discretion and without prior notice remove, replace, re-format or delete any information, service or functionality from any part of the Site at any time for any reason whatsoever or for no reason.

You indemnify News and its affiliated companies, and each of their directors, officers, employees and agents against any action, claim, loss or expense which it incurs which arises from your use of the Site.

### **Governing Law and Other Matters**

These Terms & Condition shall be governed by and interpreted in accordance with the laws of New South Wales. If any provision of these terms is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the terms, which will continue in full force and effect.

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