

Terms & Conditions of Use

1. Welcome to our Website?

- 1.1 Welcome to the Agricultural Societies Council of New South Wales Limited Website (**This Website**).
- 1.2 This Website gives you information (**Information**).
- 1.3 This Website is owned and operated by Agricultural Societies Council of New South Wales Limited Website A.C.N. 150 951 670 ABN 69 150 951 670 trading as AgShows NSW (**AgShows NSW**).

2. Using This Website!

- 2.1 You are free to Browse This Website for the Information you are after and use it for your own purposes other than for resale.

3. What terms and conditions apply to use of This Website?

- 3.1 The terms and conditions (**Terms**) for use of This Website are set out in this document **unless** there are special terms and conditions that are advertised on This Website at the time that you access the Information you want to use, in which case those special terms and conditions will apply to the extent of any inconsistency.
- 3.2 Please read this document carefully before you accept the Terms set out in it.
- 3.3 If you do not agree with the Terms, you must immediately stop using This Website.

4. Accepting these terms and conditions of use for This Website!

- 4.1 You accept these Terms by using This Website.
- 4.2 You may not use This Website and may not accept the Terms if you are not 18 years of age.

5. How and when may AgShows NSW change these terms and conditions?

- 5.1 AgShows NSW reserves the right to review and change any of the Terms by updating this document at its sole discretion.
- 5.2 Any changes to the Terms take immediate effect from the date of their publication.
- 5.3 Before you continue, we recommend you keep a copy of the Terms for your records.

6. What about the privacy of the information that you supply to AgShows NSW?

- 6.1 AgShows NSW takes your privacy seriously.
- 6.2 Any information provided through your use of This Website are subject to AgShows NSW's Privacy Policy.
- 6.3 The AgShows NSW privacy policy is available on its website at <https://www.agshowsnsw.org.au/>.

7. What are your obligations in using This Website?

- 7.1 As a user of This Website, you agree to the following:
 - (a) you will use the Information only for purposes that are permitted by the Terms;

- (b) any content that you broadcast, publish, upload, transmit, post or distribute through This Website (**Your Content**) will always be accurate, correct and up to date and that AgShows NSW may block any of Your Content at any time in its sole and absolute discretion;
- (c) you agree not to harass, impersonate, stalk or threaten another user;
- (d) access and use of This Website is limited, non-transferable and allows for the sole use of This Website by you for the purpose only of accessing the Information;
- (e) you will not restrict or inhibit someone's use of This Website;
- (f) you will not do anything that harms AgShows NSW or other users when using This Website;
- (g) that in using This Website, you will not do anything that overloads it or interferes with its operation and use;
- (h) that you will not use any robot, spider or other automatic technology to access This Website;
- (i) you will not use the Information or This Website for any illegal and/or unauthorised use which includes collecting email addresses of users by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to This Website;
- (j) legal action may be taken by AgShows NSW for any illegal or unauthorised use of This Website.

8. Ownership of copyright and intellectual property in This Website!

- 8.1 This Website and all of the Information on it are subject to copyright.
- 8.2 The material on This Website is protected by copyright under the laws of Australia and through international treaties.
- 8.3 You may not, without the prior written permission of AgShows NSW and the permission of any other relevant rights owners broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way This Website or the intellectual property in This Website for any purpose.
- 8.4 The prohibition under the prior sub clause of this clause does not extend to materials on This Website which are freely available for re-use or are in the public domain.
- 8.5 Any links on This Website to other websites and material are provided to you in good faith but without endorsement or representation as to their accuracy or currency. Your use of those other websites and material is solely at your own risk.

9. What is AgShows NSW's liability when you use This Website?

- 9.1 Use of This Website is at your own risk.
- 9.2 To the extent permitted by law:
 - (a) all Information supplied through This Website is provided without warranty as to its accuracy or currency; and
 - (b) neither AgShows NSW nor its affiliates, directors, officers, employees, agents, contributors and licensors make any express or implied representation or warranty about the accuracy or currency of the Information.

10. Acknowledgements you make about these Terms!

10.1 All parties acknowledge that they have read and understand these Terms.

11. What laws apply to these Terms?

11.1 The contract between the parties is governed by the law in force in New South Wales, Australia.

11.2 The parties submit to the exclusive jurisdiction of the:

- (a) Courts of New South Wales, Australia; and
- (b) Courts exercising federal jurisdiction over matters arising in New South Wales, Australia;
- (c) any Court that may hear appeals from those Courts,

in respect of any proceedings in connection with the contract between the parties.

12. Interpretation

12.1 In this contract No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this contract or any part of it.