

## 1) Terms of Use

Welcome to AFL Fan Focus, the Official AFL fan community, which includes [aflfanfocus.com.au] and other pages and websites that are owned and/or operated by the Australian Football League (ACN 004 155 211) ("**we**", "**our**" or "**us**") and/or our licensors and broadcast content that is copyrighted by the AFL. Your access to and use of the AFL Fan Focus Website and the services available through the AFL Fan Focus Website are subject to:

- a) these terms;
- b) the Copyright and Trade Mark Notice;
- c) Our Privacy Statement;
- d) the Acceptable Use Policy in Part A - General Terms for AFL Fan Focus Services of the AFL Fan Focus service section of Our Customer Terms; and
- e) any other terms, conditions, notices or disclaimers displayed on individual pages of the AFL Fan Focus Website, ("**Terms of Use**").

By accessing the AFL Fan Focus Website you acknowledge and agree that you must:

- a) comply with the Terms of Use when using the AFL Fan Focus Website;
- b) use the AFL Fan Focus Website only for personal, domestic or household use; and
- c) not use the AFL Fan Focus Website in a way that causes us loss or damage.

You may not send automated queries of any kind to the search engine on [insert URL] without prior written approval from us nor may you data mine this site. The Terms of Use and those terms implied by law that cannot be excluded by us apply to the provision of the AFL Fan Focus Website. No other terms apply.

## 2) Changing the Terms of Use

We may change these Terms of Use at any time by publishing an updated version at the AFL Fan Focus Website. Your continued use of the AFL Fan Focus Website following any change will indicate your acceptance of the change. You must stop using the AFL Fan Focus Website immediately if you do not agree to the Terms of Use.

## 3) Your content

You retain ownership of intellectual property rights in content that you submit, post, transmit or make available via the AFL Fan Focus Website ("**Your Content**"). You grant to us, a non-exclusive, irrevocable, perpetual, worldwide, royalty free, transferable licence to use, reproduce, modify, adapt, publish or communicate to the public Your Content in connection with the AFL Fan Focus Website and for the reasonable purposes of our business (including marketing) and the right to sub-license these rights. You warrant that you have the right to grant the above licence and that exercise of our licence rights will not, and Your Content does not, infringe the intellectual property rights of any person, is not defamatory and does not breach any law. You waive in respect of Your Content, unconditionally and irrevocably, your rights of integrity and attribution of authorship and not to have authorship falsely attributed. We may monitor or review Your Content but we are not obliged to do so.

## 4) Your Content must not:

- a. be illegal or unlawful or cause a breach of law, code or an instrument which governs your conduct and/or our conduct;
- b. be pornographic, sexually explicit, violent or obscene;
- c. request personal information from a person who is under 18 years of age;
- d. be racist or hateful or promote racism or hatred towards another person or group of persons;

- e. be threatening, abusive or harassing of another person or group of persons;
- f. infringe any person's intellectual property rights, including copyright or trade mark rights;
- g. be malicious, defamatory or villify;
- h. be misleading or deceptive;
- i. adversely affect or prejudice our reputation or brand;
- j. transmit malware, viruses or other harmful computer code; or
- k. send a commercial advertisement, an affiliate link or constitutes any other form of solicitation to users of the service to buy or sell goods or services.

While the AFL is not obliged to do so, we may monitor Your Content posted on the AFL Fan Focus Website at any time. If, in our sole opinion, Your Content breaches these Terms of Use, we may, without notice to you:

- l. refuse to publish Your Content;
- m. edit Your Content (before or after it is published);
- n. take down Your Content;
- o. report your conduct or Your Content to relevant authorities; and/or
- p. take any other remedial action we consider necessary.

## **5) Third party content**

Much of the content provided via the AFL Fan Focus Website (including via hyperlink) relates to third party products, services or information ("**Third Party Content**"). Third Party Content is not provided or endorsed by us. Your use of Third Party Content will be on the terms agreed between you and the relevant third party supplier. Information about Third Party Content is not a recommendation or statement of opinion by us in relation to a particular product, service or third party provider and is not intended to be investment, financial product, legal, taxation or other advice by us. You must read all terms and conditions, make your own enquiries with the relevant supplier direct and, if necessary, consult an independent adviser, before relying on Third Party Content or entering into a transaction in relation to the Third Party Content. We may receive fees and/or commissions from third parties for Third Party Content. You acknowledge and consent to us receiving the fees.

## **6) Nature of AFL Fan Focus website**

We will use reasonable care and skill in providing the AFL Fan Focus Website. However, given the nature of telecommunications systems (including our reliance on systems and services that we do not own or control), we cannot promise that the AFL Fan Focus Website will be continuously available or virus or fault free.

We do not represent or warrant that the content on the AFL Fan Focus Website (including Third Party Content) is accurate, reliable, suitable, complete or of a particular quality.

## **7) Our liability to you**

Except as set out under this section, we accept our liability to you for breach of contract or negligence under the principles applied by the courts. As your service is provided to you for the purpose of personal, domestic or household use, we do not accept liability to you for losses that result from your use of the AFL Fan Focus Website in connection with the conduct of a business. However, we will accept that liability if it cannot be excluded under any legislation and, to the extent permitted by the legislation, limit our liability to the resupply of the services, information or links and associated services (as the case may be). We are not liable for any loss to the extent that it is caused by you (for example, through your negligence or breach of contract). If we or you do not act in relation to a breach of the Terms of Use by the other, any rights to subsequently act are not waived.

## **8) Your liability to us**

You are liable to us for breach of the Terms of Use or negligence under the principles applied by the courts. However, you are not liable to use for any loss to the extent that it is caused by us.

### **General**

These Terms of Use are governed by the law in force in the State of Victoria, Australia.

If there is an inconsistency between these terms and any other terms, conditions, notices or disclaimers displayed on individual pages of the AFL Fan Focus Website ("**Other Terms**") the Other Terms will apply to the extent of the inconsistency.