

1. Terms of Use

- 1.1 These Terms of Use are the terms on which we ("RASV") offer you access to this site or application (the "site"). If you access and use the site (whether by browsing the site, making a purchase, becoming a Royal Melbourne Show ticket, e-ticket or/and e-voucher (collectively as "ticket") account holder or otherwise), you are deemed to have accepted these Terms of Use and agreed to be bound by them.
- 1.2 These Terms and Use are subject to change at any time. Any amendments will be effective immediately upon posting of the amended Terms and Use on the site. It is your responsibility to ensure that you are familiar with the latest terms of use. By continuing to access and use the site, you agree to be bound by the amended terms of use.

2. Use of Site

- 2.1 The site makes information available to you as a service, the site and the information are provided on an "as is" and "as available" basis. Your use of the site and the information is done at entirely your own risk.
- 2.2 We do not give any warranty or make any representation whatsoever with regard to the site and the information. In particular, we do not warrant or guarantees that:
- (a) the site will be free from viruses or other harmful properties;
 - (b) the site will be uninterrupted or available at all times;
 - (c) the operation of the site will be error-free or that errors will be corrected; or
 - (d) any file downloaded from the site or sent to you by the site will be free of viruses or contamination.
- 2.3 We are not responsible for any adverse consequences arising out of your use of any information contained on the site. To the extent permitted by law, we exclude all responsibility and liability for such information.
- 2.4 We reserve the right to cease operating, or change the manner of operation of, the whole or any part of the site at any time.
- 2.5 The site contains links to third party websites, navigating you away from the site. We have no control over any third party website and no responsibility for any content contained in any third party website. We are not liable for any loss or damage suffered by you from accessing, using and/or relying on the content of any third party website. By using any of these links, you acknowledge that you are doing so at your own risk. The inclusion of any link does not imply our endorsement, approval, recommendation or preference of the linked website or any association with the person who runs or manages that website.
- 2.6 Any dealings with any advertiser appearing on the site are solely between you and the advertiser or third party. We are not responsible or liable for any part of any such dealing or promotion, or for any acts or omissions of the advertiser or third party.

3. Unauthorised Use of Site

- 3.1 While using the site, you agree that you will not use the site for any purpose that is unlawful or prohibited by these terms of use. Without limiting the foregoing, you agree that you will not:
- (a) use the site to send spam, chain letters, pyramid schemes or other unsolicited communications of any kind;
 - (b) use the site to abuse, defame, threaten, stalk, harass, breach the confidence of, or otherwise violate the legal rights, of others;
 - (c) introduce any 'viruses', 'worms', 'Trojan Horses' or any other harmful or destructive items into the site;
 - (d) interfere with or disrupt networks connected to the site;
 - (e) attempt to modify, reverse engineer or reverse assemble any part of the site;
 - (f) conduct yourself in a manner that will, or is reasonably likely to, negatively affect the site or other users of the site; and/or
 - (g) violate any applicable laws or regulations.

- 3.2 Any unauthorised use of the site (including, but not limited to, hacking, use of any 'robot', 'spider' or any other automated device or process) shall constitute a violation of these terms of use. It shall also be a violation of these Terms and Use for any individual (or group of individuals acting in concert) to request more than 1,000 pages of the site in any 24hour period.

4. Intellectual Property

- 4.1 The site contains intellectual property that is either owned by or licensed to us, and you agree that you will not assert any claim or interest in or to that intellectual property. The intellectual property includes, but is not limited to, the design, layout, look, appearance, content, software and graphics. Reproduction of any intellectual property is prohibited without our express consent, except as set out in clause 4.2.
- 4.2 You may retain a copy of any information or material incidental to your viewing of the site for your personal reference but not for any commercial purposes. The information or material, or any parts thereof, may not otherwise be used, copied, reproduced, published, distributed, stored in a retrieval system, incorporated in any other work or publication, altered or transmitted in any form or by any means without our prior written consent.

5. Online Sales

- 5.1 To purchase tickets from the site, you must:
- (a) create a Royal Melbourne Show ticket account; and
 - (b) agree to comply with the Terms of Sale, which govern the purchase of tickets through the site.
- 5.2 The Terms of Sale form part of the overall Terms and Use of the site, however to the extent of any inconsistency between the Terms of Sale and the Terms of Use, these Terms and Use prevail.

6. Privacy

- 6.1 We may collect and use information about you in the manner set out in our Privacy Policy. The Privacy Policy forms part of the overall Terms and Use of the site, however to the extent of any inconsistency between the Privacy Policy and these Terms of Use, these Terms and Use prevail.

7. Limitation of Liability

- 7.1 To the fullest extent permitted by law, we exclude all responsibility and liability in relation to the site and we will not be responsible or liable for any loss, injury or damage however caused (including to any person or property), including under contract, tort, statute, product liability or otherwise, whether they be direct or indirect, special, incidental or consequential, resulting from your use of the site, the application of information found on the site, in connection with these terms of use, in relation to any relationships entered into or purchases made as a result of your use of the site or for any other reason whatsoever. This clause does not intend to limit any rights you have under the *Competition Consumer Act 2010* (Cth), including any Consumer Guarantees.
- 7.2 Without limiting clause 7.1, we will not be liable to you for losses arising directly or indirectly from any failure, error, interruption, changes, suspension, discontinuance or use of the site.

8. Breach of Terms of Use

- 8.1 Without limiting any other rights available to us at law or otherwise, if you breach any of these terms of use, we may terminate your access to the site, cancel your Royal Melbourne Show ticket account, cancel any tickets purchased through the site without refund or notice, or take any other action that we believe appropriate.
- 8.2 You agree to indemnify and keep indemnified us and our officers, directors and employees, and hold such persons harmless, from and against all costs, expenses, loss, proceedings or liabilities brought against or incurred by those persons in connection with your breach of these Terms and Use in any way.

9. Royal Melbourne Show ticket account registration

- 9.1 Royal Melbourne Show ticket account registration is free and is only available to people aged 18 years or over.
- 9.2 In order to become a registered Royal Melbourne Show ticket account holder, you are required to provide us with certain information. You agree to give current, complete and accurate information to us, and to update any information that may have changed.

- 9.3 We may use the information provided by you to verify the accuracy of that information (including using the information to contact you).
- 9.4 We reserve the discretion as to who may become a registered Royal Melbourne Show ticket account holder and retain the right to lawfully terminate any account without notice or further explanation.
- 9.5 You agree to keep your log-in details secure and confidential at all times, and not to disclose your log-in details to any other person. You agree not to allow anyone else to access your ticket account. You also agree that you alone are responsible for all actions taken using your log-in details or ticket account.
- 9.6 You agree to notify us immediately of any unauthorised use of your log-in details or ticket account, or any other breach of security. Upon your notification, we will cease to rely on those details and/or terminate that account.
- 9.7 You waive any claim against us in respect of or arising from any reliance by us upon any use of your log-in details and/or ticket account, including us disclosing information relating to your account or transaction history to your club or association in connection with applying for or receiving a discount on the purchase of your tickets.

10. Governing Law

- 10.1 These Terms and Use will be construed and take effect as a contract made in Victoria, Australia and will be governed by Victorian law, and you submit to the exclusive jurisdiction of the same.

11. Enforceability

- 11.1 If any part of this agreement is held to be unenforceable, the unenforceable part must be given effect to the greatest extent possible and the remainder will remain in full force and effect.