

# Important Information

Christian Conventions of Western Australia Inc ABN 38 223 904 915 ('we', 'our' and 'us') owns and operates the Website and provides certain events or activities. These terms and conditions ('Terms') apply to any person that visits the Website to view information about our events or activities including registrations and bookings or purchasing tickets for an event or activity listed on the Website which is planned, managed and endorsed by us.

By accessing the Website you agree to be bound by these Terms, the Privacy Policy and any additional terms and conditions applicable to events or activities listed on the Website which is planned, managed and endorsed by us from time to time.

In these Terms:

- '**Customer**' and '**you**' means any person that visits the Website to use the Services;
- '**person**' means any individual, company, trust, entity, partnership, joint venture, association, corporation, body corporate or governmental agency;
- '**Personal Information**' has the meaning given in the Privacy Policy;
- '**Privacy Policy**' means our privacy policy at [ccowa.org](http://ccowa.org) as amended from time to time;
- '**Sensitive Information**' has the meaning given in the Privacy Policy;
- '**Services**' means the ability to make donations, registrations and bookings or purchase tickets for an event or activity listed on the Website and other services made available to Customers on or through the Website or offered by us to Customers from time to time;
- '**Third Party Content**' means web sites, platforms, content, products, services and information of other parties including content provided to us by links to sites owned by other parties;
- '**Website**' means any of:
  - [ccowa.org](http://ccowa.org);
  - [credoperth.org](http://credoperth.org);
  - [exalt.org.au](http://exalt.org.au);

as amended from time to time, including all password protected areas and subdomains of such website and all related top-level domains, mobile sites, apps, APIs and widgets.

## **About these Terms**

These Terms, together with the Privacy Policy and any additional terms and conditions applicable to specific Services that you use from time to time, set out the terms of our relationship with you. These Terms supersede any course of dealing, discussions or representations between you and us and any earlier terms and conditions.

You acknowledge that we may require you to accept additional terms and conditions in relation to specific Services.

Should you object to any of our Terms or other notices on the Website your sole option is to immediately cease your use of the Services.

We reserve the right to change these Terms by publishing new terms on the Website. This may include changes needed to reflect changes to the law or changes to our Services. You should review the Terms published on the Website regularly. Your continued use of the Services constitutes your acceptance of these Terms as amended from time to time. If you do not agree to the changed terms you should discontinue your use of the Services immediately.

If there is a conflict or inconsistency between these Terms and any changed terms, the changed terms will prevail to the extent of the conflict or inconsistency.

If you do not comply with these Terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have, including taking any action in the future.

## **Additional terms imposed by Event Organisers**

The Terms apply to our relationship with you only.

Nothing in the terms and conditions of an Event Organiser binds us, creates any obligations on us to you or gives you any rights against us.

## **Website and Services**

We facilitate the management of events and sale of tickets and the collection of payments.

Except as expressly set out in these Terms, we are not responsible for the event or liable for any dispute over an event, ticket purchase, refunds or other payment.

## **Your use of the Website and Services**

When you use our Website to make a booking, register for an event, buy a ticket or make a payment for another purpose or make a donation, all information you provide to us must be true, accurate and complete.

You acknowledge and agree that:

- each ticket is issued subject to the terms and conditions of the venue at which the event is held;
- we reserve the right to cancel any ticket and refund the amount paid where there has been an error in ticket pricing (whether due to human error or a transactional malfunction of the Website);and
- we can suspend or revoke your right to access our Website at any time.

## **Access and ensuring acceptable use**

You must ensure that you only use the Website and Services to access the Services and do not use the Website or Services in any way that could damage or harm the Website or Services.

The Services may not be used for unlawful, prohibited, defamatory, obscene, offensive, socially unacceptable or fraudulent content or activity.

You may not, and may not cause or permit others to remove or modify any markings or any notice of our or a third party's proprietary rights, modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services or the Website, or access or use the Website or Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive with the Website or Services.

You must not use the Website or Services or publish or upload any hyperlinks or content for the purpose of deriving commercial gain that is outside the scope of the relevant event or activity.

You also agree that you will not:

- interfere with the proper working of the Website or take any action that imposes an unreasonably large burden on the Website;
- request more than 1,000 pages of the Website in any twenty-four hour period or make any other request to transactional servers more than once during any three second interval (this applies equally to a group of individuals acting in concert); or
- hack into the Website or utilise automated means to process or place ticket orders including the use of robots, spiders or other devices to process ticket sales.

If there is a complaint or we receive notice of a violation, your use of the Website and Services may be suspended until resolved and terminated if not able to be resolved or is not resolved promptly.

## **Payment**

All credit card purchases are processed through a secure online payment system.

Each ticket you buy and payment you make on our Website is subject to a non-refundable per order booking or service fee which may, at the option of the Event Organiser, either be identified separately to you or included in the ticket price or amount payable at the time of booking.

Our fees are not negotiable and subject to change.

All prices are stated in Australian dollars.

## **Exchanges and refunds**

You acknowledge and agree that we cannot exchange or refund a ticket or any other payment, unless otherwise determined by us.

To the extent permitted by law, any booking fees paid by you to us will not be refunded in any circumstances.

## **Despatch and Delivery**

In relation to goods purchased at an event or activity listed on the Website which is planned, managed and endorsed by us, the goods will be delivered to you at such event or activity.

## **Intellectual property and ownership of content**

Unless indicated otherwise all content and materials in any format on the Website and all intellectual property in the Website is owned or licensed by us.

Subject to these Terms, you agree that you will not infringe our intellectual property as contained in the Website and will not modify, copy, republish, frame, distribute or communicate any part of the Website or any information contained on or in the Website without our written consent or otherwise use the Website in a way which will infringe our intellectual property or other rights.

We grant you permission to download our copyright material only for private and non-commercial purposes or for purposes necessary for you to access the Services. You may only reproduce or use our copyright material for any other purpose with our written consent, which may be given subject to such conditions as we in our absolute discretion may impose.

All rights not expressly granted are expressly reserved to the maximum extent permitted by law.

## **Third Party Content**

The Website may contain Third Party Content and the Website and our Services may enable you to link to or access Third Party Content.

We do not control and are not responsible for Third Party Content and you bear all risks associated with your access to and use of Third Party Content.

Any Third Party Content made accessible by us is provided on an 'as-is' and 'as available' basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and we are not responsible for and under no obligation to control, monitor or correct Third Party Content. We do not have a practice of monitoring or making inquiries about Third Party Content, do not endorse and make no express or implied representations concerning Third Party Content.

We reserve the right to take remedial action if any such content violates applicable restrictions under these Terms, including the removal of, or disablement of access to, such content.

The owner, author or provider of such Third Party Content retains all rights in and to that content, and your rights to use such Third Party Content are subject to and governed by the terms applicable to such content as specified by such owner, author or provider.

## **Privacy**

You consent to all Personal Information (including Sensitive Information) that you provide to us or to the Event Organiser via the Website being collected, used and disclosed in accordance with the Privacy Policy for the purposes of enabling you to use the Website and the Services.

Our [Privacy Policy](#) is incorporated into these Terms.

## **Termination or suspension by us**

We may suspend or terminate your right to use all or any part of the Services at any time if:

- you violate or breach these Terms;
- you misuse or abuse the Services; or
- allowing you to access and use the Services would violate any applicable law or would expose us to legal liability.

We will use reasonable efforts to provide you with notice of any such suspension or termination.

We will not be liable to you or any third party for any such suspension or termination of your right to use or access all or any part of the Services.

## Survival of terms

All provisions of these Terms that by their nature should survive termination of your access to the Services shall survive including all limitations on liability, releases, indemnification obligations, disclaimers, choice of law and intellectual property protections.

## Disclaimer

Except as otherwise required by law:

- the Services are provided 'as is' and 'as available' without any express or implied warranty;
- we make no promises or guarantees about the Services;
- we make no representations and give no warranties in respect of the Services including that such Services are reliable, accurate or suitable for your purposes;
- we make no representations and give no warranties in respect of the means of accessing any content and information contained in, displayed on or accessible through the Website, including content or information generated on the Website by us or on our behalf and any Third Party Content, or software operating in connection with the Website; and
- we make no representations and give no warranties in respect of, and accept no responsibility for, any websites operated or controlled by anyone other than us which are or may become linked or framed to or from the Website.

While we will do our best to ensure the Services run without error we do not guarantee continuous, uninterrupted or secure access to the Services or any specific results from use of the Services.

You acknowledge that access and use of the Services (including the software operating in connection with the Services) may be interfered with by numerous factors outside of our control.

We cannot ensure that any files you download from the Website will be free of viruses or contamination or destructive features or that the data you upload onto our systems will never be accessed without our consent or that our systems are impenetrable.

We are not responsible for loss of or corruption of any data that is entered or uploaded by you or by a third party in relation to your use of the Services.

If you choose to withdraw consent for the processing of your data or request the erasure of your data then it will affect your ability to use the Services, including the ability to obtain re-issue of previously purchased tickets.

## **Force majeure**

We are not responsible for failure to fulfil our obligations due to causes beyond our control.

## **Limitation of liability**

You agree that, to the maximum extent permitted by law, we and our related entities, members of our Management Committee, officers and agents are not liable to you or anyone else for any loss or damage (including any direct, indirect, special or consequential loss) in tort (including negligence) or otherwise arising out of, or in connection, with the use of the Services, your reliance on anything contained in or omitted from the Website, being unable to access the Services or the Website for any reason (including our negligence) or the failure of the Services for whatever reason (including our negligence).

Subject to the terms set out below under the heading 'Australian Consumer Law' and to the maximum extent permitted by law, our maximum liability for all claims related to the Website and your use of the Website will be the lesser of an amount not exceeding the amount paid by you to us in the 12 month period preceding your claim and \$10,000. This limit applies collectively to us and our related entities, members of our Management Committee, officers and agents. We will not be liable for special, incidental, exemplary, indirect or consequential loss or damages, or lost profits, business, value, revenue, goodwill or anticipated savings in any circumstances. You agree not to bring legal action or make a claim arising out of or related to your account, or any services you use, more than two years after the cause of action arose.

## **Indemnity**

You indemnify us against any action, liability, claim, loss, damage, proceeding, expense (including legal costs) suffered or incurred by us arising from or which is directly or indirectly related to your breach or non-observance of any of these Terms or any breach, or alleged breach, of intellectual or other proprietary rights or interests of third parties.

## **Australian Consumer Law**

If you constitute a consumer under the Australian Consumer Law while using the Services, nothing in these Terms is intended to remove your rights under the Australian Consumer Law, including to statutory guarantees that may apply to the Services. If we are entitled to limit the remedies available to you for breach of such guarantees, we expressly limit our liability to either supplying the affected Services again or paying the cost of supplying the Services again.

## **Severability**

If any provision of these Terms is deemed to be invalid or unenforceable, all or part of that provision will be severed from these Terms and will not affect the enforceability of the remaining provisions.

## **No waiver**

Any failure by us to assert any right under these Terms shall not constitute a waiver of such right. If we waive or fail to assert a right or to enforce a particular term on one or more occasion, this is not to be deemed a further or continuing waiver of such right or term.

## **Governing law**

These Terms are governed by the laws of Western Australia, Australia.