

## SURF LIFE SAVING QUEENSLAND INC (SLSQ) WEBSITE TERMS AND CONDITIONS

1. These websites [www.lifesaving.com.au](http://www.lifesaving.com.au), [www.alaq.com.au](http://www.alaq.com.au) and [www.shop.lifesaving.com.au](http://www.shop.lifesaving.com.au) (**Website**) are owned by Surf Life Saving Queensland Inc (SLSQ) (ABN 27 360 485 381) (**SLSQ**). Please read these terms and conditions carefully before using the Website.
2. By using or viewing the Website, you agree to be bound by these terms and conditions. If you do not agree with these terms and conditions you must leave the Website and discontinue use of it immediately. These terms and conditions replace all prior understandings or agreements regarding the subject matter set out below. The Website and its contents are intended solely for your personal use and may only be used in accordance with these terms and conditions. In using some services through (or linked from) this Website, you will be required to agree to additional terms and conditions. Such terms and conditions apply together with, or in addition to, these terms and conditions.
3. SLSQ may collect information through the Website. SLSQ respects the privacy of the individuals from whom it collects, uses, discloses and holds personal information. SLSQ has a Privacy Policy that is based on the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). Information collected through the Website will be collected, used and disclosed in accordance with the SLSQ Privacy Policy. SLSQ uses the information it collects for a range of purposes including, but not limited to, administering and promoting the sport of surf lifesaving in Australia and to provide related services and activities.
4. Click [here](#) for a copy of the SLSQ Privacy Policy.
5. The Website displays various information including, but not limited to, articles, images and data (**Material**) from time to time. Changes are made periodically to the Material and Material could include technical inaccuracies or typographical errors.
6. SLSQ makes no warranties or representations regarding the quality, accuracy, completeness, merchantability or fitness for purpose of any Material. SLSQ does not warrant or represent that the Material will not cause damage, or is free from any computer virus or any other defects or errors.
7. SLSQ will use reasonable efforts to ensure that the Website is available twenty-four (24) hours a day, seven days a week. SLSQ may however, change, suspend or discontinue the Website at any time, including the availability of any Material (whether or not submitted or uploaded by you) or feature. SLSQ may also impose limits or restrict your access to parts or all of the Material without notice or liability.
8. You agree that SLSQ will not be liable in any way to you or any other party for any suspension, modification, discontinuance or lack of availability of the Website, the Material or other content, whether temporary or permanent.
9. Material may contain links to other websites. SLSQ does not necessarily sponsor, endorse or approve of any material on such sites or the operators of such sites. SLSQ makes no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any material on other websites to which Material is linked.
10. Use of the Website and the facilities thereon, and any material or information obtained from this Website is at your own risk. SLSQ hereby expressly disclaims, to

the fullest extent permitted by applicable law, all warranties, express or implied, of any kind whatsoever including but not limited to implied warranties of merchantability, fitness for a particular purpose, title and infringement.

11.

- (a) Depending on functionalities, you are permitted to make Transactions through the Website. Transaction means any purchase, payment or Donation facilitated by or completed via the Website. Examples of Transactions can include but are not limited to orders and payment for Products or Services (including tickets for events), and making Donations through the Website.
- (b) All Transactions made through the Websites will be covered by these Terms and any additional terms or conditions displayed during the finalisation of the Transaction.
- (c) Available methods of payment for a Transaction will be displayed on the relevant Website. No other forms of payment are acceptable.
- (d) All products and services offered on the Websites are subject to the terms, restrictions and disclaimers contained in these Terms in addition to any other conditions which apply to that particular product or service.
- (e) By completing a Transaction you:
  - (i) represent you are authorised to complete the Transaction using the selected payment method and billing information such as a billing address, delivery address, credit card information, PayPal account details and any other information required to complete a Transaction through the websites (Billing information); and
  - (ii) agree to pay all amounts related to the Transaction, including all taxes and delivery charges, by the relevant due date. Once a Transaction is completed on a Website it cannot be cancelled or reversed.
- (f) Upon completion of a Transaction, a tax receipt will be:
  - (i) viewable on the relevant Website; and
  - (ii) sent to the email address you:
    - (A) submitted to the Website when making your Transaction; and/or
    - (B) submit in connection with Billing information provided to complete the Transaction.
- (g) Subject to the nature of the Transaction, you may also be presented with the option of receiving a tax invoice in respect of a Transaction you complete through a Website. Opting to receive such an invoice is at your sole discretion.
- (h) You acknowledge and accept that for any Transaction related to any products or service supplied by third parties:

- (i) the Website only facilitates your purchase of those products or services from the relevant third party supplier and is not responsible for the supply of the products or services;
  - (ii) those products or services may be subject to additional third party terms and conditions. You should review these terms and conditions before making any Transaction for third party products or services;
  - (iii) any description or images on a Website of third party products and services are provided by the relevant third party supplier and not SLSQ;
  - (iv) to the extent permitted by law and in addition to any other part of these Terms, SLSQ accepts no liability for any loss or damage directly or indirectly related to any third party product or service purchased through a Website, including a third party's inability to supply a particular product or service; and
  - (v) any warranty claims related to third party products or services purchased through a Website lie with the third party supplier of the product or service and not with SLSQ.
- (i) Subject to clause 7(j)(ii), the safe and timely delivery of any product purchased through a Website is the sole responsibility of the supplier of that product.
  - (j) You acknowledge and accept that, while SLSQ will make all reasonable commercial efforts to ensure Transactions occur in a secure environment, transacting through the internet has inherent risks. SLSQ is not responsible for any unauthorised:
    - (i) interception, modification or diversion of a Transaction request or delivery of a digital product;
    - (ii) access or copying of details relating to a Transaction (including personal or financial information); or
    - (iii) failure to deliver a product, where that failure is not directly caused by SLSQ's deliberate actions.
  - (k) SLSQ reserves the right to modify, suspend or cancel any Transaction for any reason.
  - (l) You agree and accept that in relation to Transactions for products or services which are incorrectly or inaccurately described or priced:
    - (i) such Transactions are void and unenforceable, and you will have no claim of ownership or any other rights in respect of the affected product or service contemplated in the Transaction; and
    - (ii) SLSQ disclaims and otherwise limits its liability in relation to such Transactions in accordance with these Terms to the fullest extent permitted by law.

12. SLSQ is not liable to users of the Material for any loss or damage however caused resulting from the use of the Material. SLSQ will not be responsible for the failure of

performance of this Website and/or the software used thereon or obtained therefrom; the loss of data or services resulting from delays, non-deliveries, mis-deliveries, or service interruption; the accuracy, quality, timeliness, completeness or nature of information obtained through its services; any omission in the information provided; nor the consequences arising from or related to any viruses transmitted through its servers, or any liability, costs, loss of profits or consequential losses arising from your use of, or inability to access the Website.

13. To the maximum extent permitted by law SLSQ expressly disclaims all liability for any loss, damage, expense and costs incurred by any person arising out of accessing, downloading, using or relying on any of the Materials or this Website, including but not limited to:
  - (a) use of the Website or the Materials for a purpose for which it was not intended;
  - (b) any errors or omissions in the Website or the Materials;
  - (c) any inaccuracy in the Website or the Materials; or
  - (d) any interpretations or opinions stated in, or which may be inferred from, the Website or the Materials.
14. All materials displayed or performed on the Website, including but not limited to text, graphics, logos, tools, photographs, images, illustrations, audio, video, software and animations are the property of SLSQ and/or third parties and protected by Australian and international copyright laws. All trademarks, service marks and trade names are the property of SLSQ and/or authorised third parties. You agree to abide by all copyright notices, information, and restrictions contained in any content accessed on or through this Website.
15. This Website is protected by copyright as a collective work and/or compilation, in accordance with Australian copyright laws, international conventions and other copyright laws. Except as otherwise provided in these terms and conditions, you must not copy, modify, publish, transmit, upload, reproduce, create derivative works based on, distribute, perform, display, or in any way exploit, any of the content, software, materials, or services offered on this Website.
16. SLSQ reserves the right, at its sole discretion, to modify these terms and conditions from time to time by posting a notice on the Website. Use of the services following notification constitutes agreement of the modified terms and conditions.
17. These terms and conditions are governed by the law in force in Queensland. You agree to submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.
18. Refunds & Cancellations  
Application - Events  
These Event terms apply to SLSQ's:
  - SLSQ fundraising events, courses or programs
  - Face to face workshops
  - Conferences
  - All live webinars

18.1 Cancellation or Transfers by Attendee  
*Cancellation*

  - Notification of cancellation of Your Registration for the Event must be made in Writing ("Notification") and sent to SLSQ by mail or email to the attention of Fundraising Executive.

The Notification must include all relevant information regarding the bank account to which a possible refund may be remitted.

- If the notification is received by SLSQ five (5) working days or more before the date of the Event (“Final Cancellation Date”), SLSQ will provide You with a refund of the fee minus any reasonable administration costs (as determined by SLSQ). No refunds will be made for cancellations after the Final Cancellation Date.

#### *Transfers*

- You may transfer to another activity at the Event (for example, dinner, luncheons, sessions, workshops , presentations, seminars or any other activity offered at the Event, if any) (“Activity”) by notifying SLSQ in writing at least five (5) working days prior to the Event or Activity. Transfers are subject to the applicable Registration Fee (if any) for the Activity that You are seeking a transfer to.

#### *Substitution*

- If You wish to send a substitute person to the Event or to an Activity in Your place, You must advise SLSQ in writing within five (5) working days prior to the Event or Activity. Substitution are subject to any additional fee including but not limited to Registration Fee (for example, if the substitute is a non-member additional fees may be payable).

19. All payments for events are to be in Australian Dollars (AUD).