

Terms of Use Agreement

Welcome to our website. We maintain this site as a service to our registered players, members and persons interested in the sport of vigoro (our 'Customers'). By using our site, you are agreeing to comply with and be bound by the following terms of use. Please review the following terms carefully. If you do not agree to these terms, you should not review information or obtain goods or products from this website. These terms shall also be read in accordance with the website's published Photo Gallery Shop Policies.

1. Acceptance of Agreement. You agree to the terms and conditions outlined in this Terms of Use Agreement ("Agreement") with respect to our website (the "Site"). This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. This Agreement may be amended at any time by us from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site.
2. Copyright. The content, organisation, graphics, design, compilation, magnetic translation, digital conversion, photos and other matters related to the Site are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Site, except as allowed by clause 4, is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Site. The posting of information or materials on the Site does not constitute a waiver of any right in such information and materials.
3. Trademarks. Trademarks, service marks and trade names of the NSW Women's Vigoro Association ('NSWWVA') used in this site are trademarks or registered trademarks of NSWWVA. Other product and company names mentioned on the Site may be trademarks of their respective owners.
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5. Editing, Deleting and Modification. We reserve the right in our sole discretion to edit or delete any documents, photos, information or other content appearing on the Site.
6. Indemnification. You agree to indemnify, defend and hold us, our officers, directors, employees, agents, legal representatives and suppliers (collectively the "Service Providers") harmless from any liability, loss, claim and expense, including reasonable legal fees, related to your violation of this Agreement or use of the Site or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your internet account.

7. Nontransferable. Your right to use the Site is not transferable. Any password or right given to you to obtain information or documents is not transferable.
8. Disclaimer and Limits. THE INFORMATION FROM OR THROUGH THE SITE ARE PROVIDED "AS-IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR SERVICE PROVIDERS HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR SERVICE PROVIDERS ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS SITE AND THE INFORMATION WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN THE ELECTRONIC FILE CONTAINING THE FORM OR DOCUMENT IS DISCLAIMED. WE WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT MAY RESULT FROM USE OF OR INABILITY TO USE OUR SITE. OUR MAXIMUM LIABILITY TO YOU UNDER ALL CIRCUMSTANCES WILL BE EQUAL TO THE PURCHASE PRICE YOU PAY FOR ANY GOODS, SERVICES OR INFORMATION.

9. Use of Information. We reserve the right, and you authorize us, to the use and assignment of all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy.
10. Third-Party Services. We allow access to or advertise third-party merchant sites ("Third Parties") from which you may purchase certain goods or services. You understand that we do not operate or control the products or services offered by Third Parties. Third Parties are responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and Third Parties. You agree that use of such Third Parties is at your sole risk and is without warranties of any kind by us, expressed, implied or otherwise including warranties of title, fitness for purpose, merchantability or non-infringement. Under no circumstances are we liable for any damages arising from the transactions between you and Third Parties or for any information appearing on merchant sites or any other site linked to our site.
11. Third-Party Merchant Policies. All rules, policies (including privacy policies) and operating procedures of Third Parties will apply to you while on such sites. We are not responsible for information provided by you to Third Parties. We and the Third Parties are independent contractors and neither party has authority to make any representations or commitments on behalf of the other.

12. Privacy Policy. Our Privacy Policy, as it may change from time to time, is a part of this Agreement and may be viewed as a separate document accessed through the Site.
13. Payments. You represent and warrant that if you are purchasing something from us or from Third Parties that (i) any payment information you supply is true and complete, (ii) charges incurred by you will be honored, and (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes.
14. Securities Laws. This Site may include statements concerning our operations, prospects, strategies, financial condition, future economic performance and demand for our products or services, as well as our intentions, plans and objectives, that are forward-looking statements. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond our control. When used on our Site, words like "anticipates," "expects," "believes," "estimates," "seeks," "plans," "intends" and similar expressions are intended to identify forward-looking statements designed to fall within securities law safe harbors for forward-looking statements. The Site and the information contained herein does not constitute an offer or a solicitation of an offer for sale of any securities. None of the information contained herein is intended to be, and shall not be deemed to be, incorporated into any of our securities-related filings or documents.
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16. Copyright. We respect the intellectual property of others, and we ask you to do the same. NSWVVA and its affiliate competitions/clubs, its logo/s and related material on this Site, are the copyright ownership of NSWVVA.
17. Return and Refund Policy. If a photo print purchased from us is defective, damaged (during transit), or shipped in error on our part, the product can be returned for a refund to the value of the original product purchase price or replacement item (subject to availability). This Return and Refund Policy is subject to receipt of notification from the Customer within 7 days of receipt of goods, proof of purchase provided by the customer and authority granted by us to accept the return. In the event of a refund, this will be made via the same payment method as payment was received by us.
18. Information and Press Releases. The Site contains information and press releases about us. While this information was believed to be accurate as of the date prepared, we disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.
19. Typographical Errors. In the event that a product on our site is mistakenly listed at an incorrect price, we reserve the right to refuse or cancel any orders placed for that particular item. The right to refuse or cancel any such orders shall be irrespective of whether payment has been received. Where payment has been made, we will provide a credit to you in the amount of the incorrect price.

20. Inappropriate Use of the Site. The inclusion of photo galleries, newsletters, email and the like on our site are provided to add value for our Customers and visitors. Inappropriate use of these services is strictly forbidden. This shall include the use of obscene or abusive language, harassment, inappropriate or illegal content. We reserve the right to immediately remove any material which we deem to be inappropriate in accordance with this clause.
21. Participation Disclaimer. Unfortunately we cannot immediately review all communications and materials uploaded by users accessing our site. We are therefore not in any manner responsible for the content of these communications and/or uploaded material. You acknowledge that by providing you with the ability to view and upload user-generated content to this Site, that we are merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the Site. However, further to clause 20, we reserve the right, at our discretion to block or remove communications that we deem to be inappropriate or unacceptable.
22. Termination. The terms and conditions contained herein are applicable to you upon your accessing the site and its services or completing the shopping process. These terms and conditions, or any part thereof, may be terminated by NSWVVA at any time, for any reason. The provisions relating to clauses 2, 3, 6, 8 and 24 shall survive any termination.
23. Notice. Notice may be delivered to you by means of email, a general notice on this site, or by other reliable method of address you have provided us.
24. Miscellaneous. This Agreement shall be treated as though it were executed and performed in NSW, Australia and shall be governed by and construed in accordance with the laws of the State of NSW (without regard to conflict of law principles). Any cause of action by you with respect to the Site (and/or any information, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in clause 8 and clause 10. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either party. All legal proceedings arising out of or in connection with this Agreement shall be brought solely in Sydney, NSW. You expressly submit to the exclusive jurisdiction of said courts and consents to extra-territorial service of process. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. We reserve the right to assign our rights and duties under this Agreement to any party at any time without notice to you.

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