

TERMS + CONDITIONS WEBSITE

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TERMS OF USE

The terms and conditions set out below (“**Terms and Conditions**”) govern your use of the websites bmgaus.com.au, our Facebook page and all our social media channels (“**Sites**”). By using the Sites, users of the Sites (“**users**” or “**you**”) must accept and abide by the Terms and Conditions. If users do not accept the Terms and Conditions, users are not permitted to use the Sites and must refrain from using them.

The Sites are owned and/or operated by **BMG Australasia ABN 99 167 622 415** (“**BMG**”) of 3/3 Bromham Place, Richmond VIC 3121.

If there are any complaints or questions regarding the Sites or the Terms and Conditions then please contact BMG at hello@bmgaus.com.au.

BMG reserves the right to make changes to the Terms and Conditions which will be effective once they are published on the Sites. Please revisit this area of the Site regularly to check any changes to the Terms and Conditions.

USE OF THE SITE

Users agree to only use the Sites to view and access Content for personal use and only as permitted by these Terms and Conditions. Users are responsible for all equipment and software used to access the Sites.

Users must not:

- use the Sites directly or indirectly for any activity which breaches any laws, infringes a third party’s rights, is unlawful, or breaches these Terms and Conditions;
- use the Sites directly or indirectly in a manner which is false, misleading or deceptive in any way;
- attempt to gain unauthorised access to the Sites or use another person’s name, registration account or password;
- create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message;
- tamper with, hinder the operation of or make unauthorised modifications to the Sites;
- or
- knowingly transmit any virus or other disabling feature to the Sites.

DISCLAIMER

To the extent permitted by law, BMG, and its information contributors and associated service providers exclude all warranties, including without limitation, as to the availability, accuracy, completeness, currency or reliability of the information or services, including services of any third party, that are made available via or referred to on the Sites.

BMG does not investigate or endorse any agency or private users who advertise or use the Sites. The availability of information through the Sites does not constitute advice about the appropriateness, value or suitability of any particular transaction or course of action nor does it constitute any recommendation or endorsement by BMG to users to enter into any contract, transaction or follow any course of action. It is solely a user’s responsibility to evaluate the accuracy, completeness and usefulness of all content provided through the Sites or on the Internet generally.

In no event will BMG (or their respective officers, employees, agents or advisers) be liable to users or anyone else for any decision made or action taken by a user or anyone else in reliance upon any Content contained on or omitted from the Sites, including any Content that is incomplete or superseded.

The Sites and Content available on them are provided on an “as is” basis and are summaries and BMG reserves the right to change, add or remove any Content on the Sites without notice. BMG makes no warranty that the Sites will be free from viruses or any kind of malicious code whatsoever.

To the extent permitted by law, all implied warranties, conditions and representations about or in relation to:

- use of the Sites;
 - information, documents, software, text, graphics and other material displayed or available or contained on the Sites (“**Content**”);
 - the goods, services or products made available through or referred to on the Sites;
 - the availability of the Sites; and
 - your use of the Sites,
- are excluded.

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LIMITATION OF LIABILITY

If a term is implied by law into these Terms and Conditions and the law prohibits provisions in a contract excluding or modifying liability under that term, then it will be included in the Terms and Conditions. However, BMG's liability for breach of such term will, to the extent permitted by law, be limited to:

in relation to goods, at BMG's option:

- repair and return of goods to you;
- refund to you of the cost of replacing the goods or of acquiring equivalent goods; or
- if the product is still available, replacement of the goods with equivalent goods; or

in relation to services, at BMG's option:

- supply of the services again; or
- refund to you of the cost of having the services supplied again.

To the extent permitted by law, BMG (and their respective affiliates, officers, employees, agents, representatives and third party service providers) exclude all liabilities (including in contract, for negligence under statute or otherwise) for any loss, consequential loss, damage, costs or expenses suffered by you or claims made against you in connection with (however caused) by:

- your use of the Sites and the Content (including superseded or incomplete Content);
- any lack of availability, interruption, delay in operation, virus, internet access difficulties, or equipment malfunction in relation to the Sites;
- any failure to provide the Sites; or
- any goods or services identified, supplied, offered or advertised on or through the Sites.

LINKED SITES

The Sites may contain links to external sites. Those sites are not part of the Sites and, unless otherwise indicated, are not under BMG's control. No link appearing in the Sites and no external site linked to the Sites is endorsed by BMG and no responsibility is taken for material on them. Users agree that by accessing any linked site users are doing so at their -own risk and agree to fully indemnify BMG against any liability arising out of accessing any linked site.

ACCURACY OF REGISTRATION INFORMATION

Where registering on the Sites is permitted, users must ensure that all information provided is correct and up to date. If details change, users agree to ensure these changed details are updated.

USERNAME AND PASSWORD

Users are responsible to keep any login or password details provided (if any) safe and secure. If there is any activity undertaken with user's login details, then BMG is not to be held responsible. If users think that someone else may have used or compromised their details, then BMG must be notified as soon as possible. In this scenario, users are requested to change their password immediately. Users agree to indemnify BMG against any and all claims arising out of their failure to maintain the confidentiality of their username and password.

WEBSITE PAYMENTS

If any credit card payments are made on the Sites, an independent third party service provider processes those payments. Users consent to the disclosure of relevant information about themselves to that provider on a confidential basis. If users wish to obtain further information about the provider, please contact BMG in accordance with the Privacy Statement.

To the extent permitted by law, BMG excludes all liability in relation to those payments and the services that third parties provides.

PLACEMENT AND REMOVAL OF CONTENT

BMG is not required to publish any Content by these Terms and Conditions and reserves the right to decline to publish, or where already published, to remove any Content that BMG considers in BMG's absolute discretion is inappropriate for the Sites for any reason.

SOCIAL MEDIA

As part of the functionality of the Sites users may elect to connect with us through various social media channels such as Facebook, Twitter, Instagram, YouTube and LinkedIn. In order to connect users will be required to set up their own account with the relevant social media site and users will be subject to terms and conditions prescribed by the operators of such sites. BMG is in no way associated with or endorsed by any social media channels and is not responsible for any content posted by Users or other third parties through such sites.

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WEBSITE

INTELLECTUAL PROPERTY

Users acknowledge that copyright, trademarks and all other intellectual property rights ("IP Rights") in the Site and in the Content belongs to BMG (or a licensor of BMG) and that BMG will have all IP Rights in any Content developed by it or its contractors (whether commissioned by you or otherwise) in connection with their use of the Sites. To the extent users provide text, graphics or other material to BMG that is not new Content users grant BMG a perpetual, royalty-free, non-exclusive, irrevocable, world-wide licence to use, exploit and sub-licence such Content world-wide.

Users are provided access to the Sites only for personal use. Subject to applicable laws:

- unauthorised use of the Content is strictly prohibited and may infringe BMG's IP Rights in the Content; and
- no Content may be reproduced, published or transmitted in any manner without the prior written consent of BMG.

Without limiting the above, and subject to applicable law, users may not without prior written permission from BMG:

- archive the Content or any part of it;
- form a database whether electronically or otherwise by systematically downloading or storing all or any of the Content;
- adapt, vary, modify, redistribute or republish the Content (in whole or part); or
- link to the Sites including (without limitation) linking in any way which:
 - frames the Sites;
 - replicates the Sites; or
 - misleads any person regarding any association with the Sites or any association with BMG (whether implicitly or expressly).

The trademarks used on the Sites are BMG's trademarks or the trademarks of a third party. Nothing on the Sites should be construed as granting any licence to use any trademark without the permission of the owner.

Users must not use any of BMG's trademarks:

- as or as part of their trademarks;
- in connection with goods or services which are not the goods or services of BMG;
- in a manner that may be confusing, misleading or deceptive; or
- in a manner that disparages BMG, its information or services or the Sites.

TECHNICAL DIFFICULTIES

Users acknowledge that the use of the Sites and associated services may be subject to interruption or delay. Due to the nature of the internet and mobile phone communications, BMG and their service providers do not make any warranty that the Sites or services will be error free, without interruption or delay or free from defects in design or engineering.

The compatibility of this Sites is not guaranteed for all software or hardware of users.

INDEMNITY

To the maximum extent permitted by law, users specifically agree to indemnify and hold BMG and each of their respective affiliates, officers, employees, agents, representatives and third party service providers, harmless from any and all claims and liabilities resulting from your breach of these Terms and Conditions or relating to their use of the Sites or its use by any person on your behalf. For the purposes of this paragraph Sites includes any linked sites. BMG holds the benefit of this indemnity and all other rights under these Terms and Conditions as trustee for each person named as benefiting from it.

PRIVACY

Users acknowledge having read and understood the terms of the Privacy Statement published on the Site. Users agree that BMG may use and disclose information about them in accordance with the terms of the Privacy Statement (including to advertisers and between related bodies corporate of BMG). Users also agree to check the Privacy Statement on a regular basis and to let BMG know if they object to use or disclosure of information about them in accordance with any updated statement.

If users make contact with a person through the Sites and that person requests that user does not contact them again, users must comply with that request. Users must not disclose the contact details of any person that is obtained through the Sites without the prior consent of that person.

While BMG takes all due care in ensuring the privacy and integrity of the information personal provided, the possibility exists that this information could be unlawfully observed by a third party while in transit over the Internet or while stored on BMG's systems or on the Sites. BMG disclaims all liability to users to the greatest extent possible pursuant to law should this occur.

SEVERABILITY

The illegality, invalidity or unenforceability of any part of the Terms and Conditions will not affect the legality, validity or enforceability of the remainder.

TERMINATION

If BMG reasonably believes that users have not complied with these Terms and Conditions their access to the Sites may be suspended, limited or cancelled immediately.

BMG reserves the right to disable access to the Sites for any breaches of the Terms and Conditions without the need to provide reasons.

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WAIVER

BMG's failure or neglect to enforce any of these Terms and Conditions shall not be construed or deemed to be a waiver of the rights of BMG.

LAW

These Terms and Conditions are governed by and construed in accordance with the law in force in Victoria. The parties submit to the non-exclusive jurisdiction of the court exercising jurisdiction in Victoria, and any court that may hear appeals from any of those courts, for any proceedings in connection with these Terms and Conditions.