
SUPERCARS DIGITAL PROPERTIES TERMS OF USE

By accessing, using or downloading any of the Supercars Digital Properties, you (**you**) accept and agree to be bound by the following terms and conditions (**Terms and Conditions**):

Use of Supercars Digital Properties

Registration

1. You may register in order to access certain parts of a Supercars Digital Property, including certain premium content, additional product features and functionality, and in order for us to provide you with information and other content to match your selected preferences (e.g. news stories about your favourite Supercars Team or Driver).
2. When you register, we will collect certain registration information from you. Such information may include, but is not limited to, your name, contact details and Supercars-related preferences. We may also collect additional information based on your usage of a Supercars Digital Property.
3. We may use the information collected to provide a personalised experience for you on a Supercars Digital Property and for our own business and administrative purposes (including the purposes set out in our [Privacy Collection Statement](#)). We will deal with any personal information we collect about you in accordance with the [Supercars Privacy Policy](#).
4. You must provide us with complete and up-to-date registration information, as requested. It is your responsibility to inform us of any changes to your registration information. You must keep your user-name and password confidential and secure and not permit any other person to access the Supercars Digital Properties using your user-name and password.

General

5. Access to any Supercars Digital Property is granted to you on a personal basis. You must not use any of the Supercars Digital Properties for a commercial purpose.
6. You must not:
 - (a) reproduce, publish, republish, broadcast, transmit, sell, licence, distribute or otherwise disseminate for any purpose, whether in whole or in part:
 - (i) any sound and/or vision or images featured on the Supercars Digital Properties for any purpose;
 - (ii) any sound and/or vision recordings or still images captured or created by you or any other person of any material featured on the Supercars Digital Properties;
 - (b) reverse engineer or disassemble the Supercars Digital Properties or any content or information contained on the Supercars Digital Properties; or
 - (c) use any of the Supercars Digital Properties to send unsolicited messages, harvest or otherwise collect information about others without that person's consent.

Content posted by you

7. The Supercars Digital Properties may contain blogs, comment fields and other facilities (including facilities provided via social media sites such as Instagram, YouTube, Twitter and Facebook) that enable users to interact with other users and post and/or upload or communicate content (including text, audio, video and photographs) (**User Generated Content**).
8. By uploading, submitting or otherwise providing content to any Supercars Digital Property, you grant to us, and our assignees and authorised nominees, a non-exclusive, perpetual, worldwide, transferable and royalty free licence to use, display, modify, adapt, transmit, reproduce, exploit, exhibit and communicate to the public in all media throughout the world any User Generated Content; and
9. To the extent permitted by applicable law, you unconditionally and irrevocably: (1) consent, and will obtain all other necessary unconditional and irrevocable written consents from other persons involved in producing any User Generated Content, to any act or omission that would otherwise infringe any moral rights in any User Generated Content which is uploaded or transmitted by you on the Supercars Digital Property; and (2) waive, and will obtain all other necessary unconditional and irrevocable written waivers of, all moral rights, for our benefit, or the benefit of our licensees, successors in title and anyone authorised by any of them to do acts comprised in the copyright.
10. You are responsible for any User Generated Material that you post, upload, communicate or otherwise make available via a Supercars Digital Property. You must not post, upload, communicate or otherwise make available User Generated Content which is obscene, racist, defamatory, offensive, harassing or breaches any Australian or New Zealand law or infringes the rights of any third party.
11. We may reject, refuse to post or delete any User Generated Content for any or no reason.
12. We are not responsible for, and accept no liability with respect to, any User Generated Content submitted, uploaded, posted or transmitted to, on or through the Supercars Digital Properties.
13. The views and opinions expressed in User Generated Content posted by users on the Supercars Digital Properties are the views and opinions of the authors and do not necessarily represent our views or opinions. We do not endorse or support any views or opinions posted by users on the Supercars Digital Properties or guarantee the accuracy, completeness, currency or suitability of any information posted by users.
14. Users agree that we are not liable for the opinions or behaviour of other users, including any User Generated Content they submit, upload, post or transmit on the Supercars Digital Properties and any defamatory statements or offensive conduct.
15. Users who believe that the behaviour or User Generated Content of another user is objectionable or contrary to the Terms of Use can report the behaviour or User Generated Content to us using the contact details below.

Internet connection

16. Internet connection is required to access and use the Supercars Digital Properties. We are not responsible to you for any impact to your use of the Supercars Digital Properties as a result of the quality or absence of your internet connection.
17. Using network data or network roaming to use any of the Supercars Digital Properties may incur excess data charges from your network provider.

Links to other sites

18. The Supercars Digital Properties may contain links to other internet websites or applications that are owned by third parties. When accessing third party internet websites or applications and choosing to use those products and services, you do so at your own risk. We make no warranties or representations as to the accuracy of the information on those websites or applications or the products or services that are featured on those websites or applications.

Competitions

19. Terms and conditions of entry for any promotion or competition (**Competition Terms**) conducted on a Supercars Digital Property will appear with that promotion or competition. You should read those Competition Terms in conjunction with these Terms and Conditions.

Intellectual Property and Ownership of Materials

20. The Supercars Digital Properties and all materials featured on the Supercars Digital Properties are owned by, and remain the property of, Supercars (**Supercars Owned Materials**), unless stated otherwise. We reserve all rights under intellectual property laws worldwide in relation to the Supercars Owned Materials, including but not limited to rights in relation to Supercars' registered and unregistered trademarks and under copyright laws.
21. You must not do anything to infringe Supercars' intellectual property rights in, or other laws applicable to the protection of, the Supercars Owned Materials, including but not limited to copying (other than for personal use), distributing or modifying any Supercars Owned Material or reposting any Supercars Owned Materials to other sites unless authorised by Supercars.

Personal Information

22. We may collect personal information (within the meaning of the *Privacy Act 1988 (Cth)*) about you which is necessary for it to operate and provide you with the Supercars Digital Properties. You consent to the collection, storage, use and disclosure of your personal information in accordance with [Supercars' Privacy Policy](#), which contains information about how you may access and seek correction of your personal information, how you can complain about a breach of your privacy rights, and how a complaint will be dealt with.

Liability

23. To the extent permitted by law and subject to clause 24:
 - (a) you acknowledge that use of any Supercars Digital Property is at your own risk;

- (b) we provide no warranty or representation of any kind, expressed or implied in relation to the Supercars Digital Properties or any information contained on them, including (but not limited to) any representations of accuracy or completeness or implied warranties of fitness for any particular purpose or non-infringement; and
 - (c) we are not responsible to you or any other person for any cost, damage, expense or loss (whether direct or indirect) that is or may be incurred as a result of your use of the Supercars Digital Properties or your reliance on any information contained on them,

(together, the **Modification of Rights**).
24. No Modification of Right will operate to the extent such modification would exclude, restrict or modify any condition, warranty, right or liability, including any liability under the *Competition and Consumer Act 2010* (Cth) (the **ACL**), in a manner which would render these Terms and Conditions or any of its provisions void, illegal or unenforceable.
25. To the extent permitted by law, the total liability of us to you in relation to a breach of a statutory guarantee under the ACL will be limited in the manner set out in sections 64A(1) and 64A(2) of the ACL.

Changes to Supercars Digital Properties

26. We reserve the right to make changes to the Supercars Digital Properties at any time and for any reason, including adding content or features only accessible via paywall or paid subscription or making existing functionality subject to paywall or paid subscription. Use of new or modified features to the Supercars Digital Properties may be subject to further terms and conditions in addition to these Terms and Conditions.
27. Supercars may change these Terms and Conditions at any time in its absolute discretion. Supercars will make the latest version of these Terms and Conditions available on the [Supercars website](#).

Complaints

28. If you wish to make a complaint regarding content on a Supercars Digital Property, including unlawful or harmful content, please notify us by email at digital@supercars.com with 'Content Complaint' as the subject line or by post at Supercars Australia, Level 34, Suite 2, 100 Miller Street, North Sydney NSW 2060,
29. When contacting us regarding a complaint, please provide the following information in writing: (1) full details of the nature of your complaint and the content which it relates to; (2) details of when and how (eg via a link) you viewed the content; and (3) sufficient contact information to allow us to contact you regarding your complaint. We endeavour to respond to complaints regarding content on the Supercars Digital Properties within 30 days.

Termination or suspension of access

30. We may terminate or suspend your access to all or part of the Supercars Digital Properties at any time, with or without notice, if you breach these Terms and Conditions.

Governing Law

31. Your use of the Supercars Digital Properties and these Terms and Conditions are governed by the laws in force in New South Wales, Australia. You submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia and the courts of appeal from them.

Key Definitions

32. In these Terms and Conditions:

Supercars Group means Racing Australia Consolidated Enterprises Ltd and each of its related companies and subsidiaries, including V8 Supercars Holdings Pty Ltd, V8 Supercars Australia Pty Ltd, V8 Supercar Events Pty Ltd and V8 Supercar Television Pty Ltd (**we, us** and **our**).

Supercars Digital Properties means the digital product/s and/or service/s supplied by the Supercars Group which you apply for, purchase, subscribe to, use or interact with, including (without limitation) the [Supercars website](#), the [Bathurst 12 Hour website](#), the Supercars' mobile application and the Supercars membership program.