

BRC Website Terms & Conditions

Website terms and conditions

These terms and conditions apply to the use of this website, any App or application or similar format or program which we may develop and use from time to time (**Website**). By using this Website you warrant that you have had sufficient opportunity to access these Terms and Conditions, and agree to be bound by these terms and conditions. If you do not agree to be bound by these terms and conditions, then you should leave this Website.

1. Definitions

ACL means the Australian Consumer Law as contained in the *Competition and Consumer Act 2010* (Cth).

Company means Brisbane Racing Club Limited ACN 133 679 786

Consequential Loss includes, without limitation, one or more of:

- (a) loss of profits
- (b) loss of revenue
- (c) loss of data
- (d) lost production
- (e) loss of business
- (f) loss of the benefit of any contract or other agreement or arrangement
- (g) losses which do not arise naturally from a breach of contract in the usual course
- (h) death or personal injury
- (i) damage to health
- (j) damage to reputation and
- (k) legal costs.

Linked websites has the meaning given to that term in clause 4 of these terms and conditions.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Services are any products or Services provided, supplied, as advertised for sale or promoted by us.

We, us and our are references to the Company, and (where appropriate) any Related Bodies Corporate of the Company, and each of them severally.

Website means the Company's website or websites including www.brc.com.au or other such websites as we shall maintain from time to time.

You and Your are references to either a user of the Website, a subscriber, supplier, customer or a client, as applicable in the relevant circumstances.

2. Reliance upon and use of information

- (a) Except as required by law, We do not assume any duty of care in relation to this Website, or any information or material accessible from it. In many cases, information which is accessible from the Website may be placed by third parties. We are unable to warrant the accuracy of any such contact provided by third parties including on any blogs, social medial pages or similar formats which we may maintain from time to time.
- (b) All information provided by us on the Website, or in respect of any products or Services is provided by us as general information and is not in the nature of advice. You should make your own independent inquiries and assessments with respect to any products or Services which are available or which are to be offered as well as any information you obtain from this Website.

- (c) No statement which is made on this Website is an endorsement by us of any products or Services which are offered on the Website, unless otherwise specifically indicated by us, or where required by law AND you acknowledge that we do not and are unlikely to be in a position to have verified the accuracy of statements provided to us (including in relation to products and Services) by 3rd parties.
- (d) We do not make any representations or warranties with respect to this Website, including, without limitation:
 - (i) that any information on the Website is adequate, reliable, up-to-date, accurate, complete or suitable for any particular purpose;
 - (ii) that your access to the Website will be uninterrupted or timely;
 - (iii) with respect to non-infringement of any third party intellectual property rights.
- (e) Unless we have been negligent, or unless otherwise required by law, we are not liable for any direct loss, indirect loss or Consequential Loss resulting from any action taken or reliance made by you on any information, content or material on the Website, or your use of the Website.
- (f) Your use of any materials or information provided on the Website, is entirely at your own risk. Unless otherwise set out in these Website terms and conditions or unless otherwise required by law, we assume no duty of care to you with respect to the Website.

3. Intellectual Property

- (a) Copyright in the Website (including text, graphics, photographs, logos, icons, sound recordings and software) is owned or licensed by us. Material in relation to the sale or provision of products and Services may also be subject to the copyright of other parties. Subject to the exceptions prescribed under the *Copyright Act 1968* (Cth) and similar legislation which may apply in your jurisdiction, and except as expressly authorised by these Website terms and conditions, you must not:
 - (i) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Website or any material downloaded from the Website; or
 - (ii) commercialise any information obtained from any part of the Website.
- (b) The trade marks and logos appearing on our Website, and on our products or Services, are our property or the property of others which we are authorised to use (our trade marks).
- (c) You must not use any of our trade marks without our written permission.
- (d) Without limitation, you agree that you will not use any of our trade marks:
 - (i) in or as the whole or part of your own trade marks;
 - (ii) on any other website or in any marketing or promotional materials; or
 - (iii) in connection with any activities, products or Services that are not ours.
- (e) Copyright and other intellectual property rights in some of the Website content may be owned by and will remain the sole property of third party content providers. You must not do anything that infringes either our own or any third party intellectual property rights.

4. Linked Websites

- (a) This Website may contain links to third party websites ("Linked Websites"). The content of Linked Websites may not be current or be maintained. We are not responsible for the content or privacy practices of any Linked Websites and do not control or guarantee the accuracy, relevance, timeliness or completeness of information on any Linked Websites.
- (b) We do not make any representations or warranties that any information on Linked Websites is reliable, up-to-date, accurate, complete or suitable for any particular purpose or that your access to Linked Websites will be uninterrupted, timely or secure.
- (c) We do not make any representations or warranties with respect to Linked Websites being free from computer viruses, or non-infringement of third party intellectual property rights subsisting in

any content or material posted on Linked Websites. Links to particular sites are not to be construed as a representation of our sponsorship, endorsement or affiliation, approval or recommendation by us of the owners or operators of those Linked Websites, or of any information, graphics, materials, products or Services referred to or contained on Linked Websites.

- (d) You may choose whether to follow a link to a third party site and may be required to accept the terms of use and/or privacy terms of the third party site. The content of the third party site and any such terms are matters beyond our control and you must use your own judgment in deciding whether to follow a link to any third party site.

5. No offer of Services

Unless otherwise agreed in writing, the provision of information on this Website regarding any of our Services is for advertising or promotional purposes only, and does not constitute an offer to provide any Services or to enter into any agreements, arrangements, contract or understanding.

6. No offer of securities

No material or information accessible on this Website constitutes an offering of securities in any jurisdiction.

7. Variation

You acknowledge that we work in a dynamic business environment and that it may be necessary for us to vary these Website terms and conditions at any time without providing you with notice. You acknowledge that changes will be effective immediately upon publication on the Website and in relation to any transactions which you might enter into following that time. If you do not accept the revised terms and conditions, then you should leave or cease to access the Website.

8. Privacy Policy

We undertake to:

- (a) deal with any of your personal information we collect as a consequence of your use of the Website in accordance with our privacy policy; and
- (b) otherwise to comply with the terms of our privacy policy which is available at <https://www.brc.com.au/Privacy-Policy>

9. Security of information

- (a) Whilst we strive to protect your information, we do not warrant and cannot ensure the security of any information which you transmit to us, or that this Website is virus free.
- (b) Any information which you upload in accordance with these terms or transmit to us is uploaded or transmitted at your own risk.
- (c) You warrant the accuracy of any information which you ask us to or which we allow you to upload to this Website and you indemnify us against any claims (including for Consequential Loss) which we may suffer as a result of your conduct.

10. Disclaimer

- (a) Subject to law, including any liability we may have under the ACL which cannot be excluded, we do not accept responsibility for any direct loss, indirect loss, Consequential Loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with:
 - (i) your use of this Website;

- (ii) any Linked Websites;
 - (iii) your use or reliance on information or materials contained on or accessed through this Website; or
 - (iv) any of our products or Services – which will be subject to our separate terms and conditions relating to the provision of those products or Services.
- (b) Subject to sub clauses 10(c) and (d), to the extent that we are unable to exclude liability for any loss or damage or liability you may incur or suffer, our maximum cumulative liability is limited to \$100 provided that any claim is notified to us in writing within 12 months of the circumstances giving rise to the claim occurring.
- (c) With the exception of any applicable consumer guarantees under the ACL, any condition or warranty which could otherwise be implied in connection with our products or Services, or the Website, is excluded.
- (d) Subject to any liability we may have under the ACL which cannot be excluded, where any of our Services are NOT acquired for personal, domestic or household use or consumption, any liability we do have for any direct loss, indirect loss, Consequential Loss or other damage is limited to:
 - (i) the replacement of the relevant products or Services, or the supply of equivalent products or Services; or
 - (ii) the payment of the cost of replacing the relevant products or Services, or of acquiring equivalent products or Services.
- (e) Nothing in these Website terms and conditions excludes any guarantees or liability arising under the ACL, or any other statute or law, if and to the extent that liability cannot be lawfully excluded.

11. System security

- (a) You must not, and you must not permit any other person to:
 - (i) violate or attempt to violate any aspect of the security of the Website;
 - (ii) modify, reverse engineer, disassemble, decompile, copy, or cause damage or unintended effect to any portion of the Website, or any software used on the Website;
 - (iii) use any device, software or process to interfere with the proper working of or access to our Website by others;
 - (iv) otherwise monitor, modify, copy or extract the content of the Website or any data contained within or accessible from our Website.
- (b) You understand that any such violation is unlawful in many jurisdictions and that contravention of law may result in criminal prosecution. Examples of violations include:
 - (i) accessing data unlawfully or without consent;
 - (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
 - (iii) attempting to interfere with service to any user, host or network, including without limitation, via means of overloading, “flooding”, “mail bombing” or “crashing”;
 - (iv) forging any header information in any e-mail or newsgroup posting.
 - (v) scraping or repeatedly calling our website services to garner information or data in bulk
- (c) You will indemnify us (including any related entities) in relation to any liability incurred and for any damage, cost or expense, whether direct or indirect, caused by your breach of these terms, including this clause.

12. Restricting Access

We reserve the right to exclude and deny any person access to our Website and our Services, at any time in our sole discretion.

13. Competitors

If you are in the business of providing similar Services for the purpose of providing them to users for a commercial gain, whether business users or domestic users, then you are not permitted to reproduce any information or content which is published on our Website, in any form whatsoever. If you breach this provision, we will hold you fully responsible for any loss that we may sustain and hold you accountable for all profits that you might make from such a breach, including any claim arising from your breach of the rights of any third party.

14. Cookies and data

- (a) Our Website uses “cookies” as a fundamental interaction with your internet browser. Cookies enable us to provide you with superior, customer-oriented service. A “cookie” is a small text file placed on your computer by our web server. A cookie can later be retrieved by our website servers. Cookies are frequently used on websites and you can choose if and how a cookie will be accepted by configuring your preferences and options in your browser. Cookies do not alter the operation of your computer or mobile device in any way.
- (b) We use cookies on our Website for various purposes, including where you access specific content on our Website or related sites. Therefore, if you wish to make full use of our Website, it is recommended that you accept cookies. Cookies may also be used to collect and use information for a range of purposes, including; to maintain and improve the operation of our Website, to track user preferences and product requirements and improve advertising relevance. We may also have an arrangement with third parties who may use our cookies to improve our advertising relevance to you on their sites.
- (c) Third party sites such as social media sites may also use cookies. You should refer to their respective terms of use and privacy policies for details.
- (d) Further details about our Cookies and Data Policy is set out below.

15. Social Media

- (a) Where we provide or host social media pages or where you refer to us on social media and reference any matters identified on our Website, the following provisions shall apply:
 - (i) You are fully responsible for the social media site content you submit. We shall not be liable in any way for such social media site content to the full extent permitted by law and shall not be deemed or considered to in any way authorise, endorse, approve or support any material submitted by you or any other social media site user. We may screen and/or remove and/or request that the third party operator of any social media site or website remove any social media site content without notice for any reason whatsoever.
- (b) You agree that:
 - (i) you will not submit any social media site content that is unlawful, fraudulent, or which may breach any intellectual property rights, privacy, publicity or other right, or is unreasonably commercial (for example, a ‘guerrilla marketing’ attempt), defamatory, obscene, profane, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children, misleading or deceptive, or otherwise unsuitable for publication;
 - (ii) you will obtain prior consent to the submission of your content from all persons who appear in (for example, in photographs) or have any rights in relation to any content;
 - (iii) your content will be your own original work;
 - (iv) your content shall not contain viruses or cause injury or harm to any person, entity or device;
 - (v) you will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or

use of others' computer, mobile communications device or any other communication systems; and

- (vi) you agree to indemnify us for any loss, damage or expense, whether direct or indirect (and including consequential loss) we and/or any of our related entities may suffer in relation to any breach of the above terms.

16. General

- (a) If any of these Website terms and conditions are illegal, void or unenforceable in a jurisdiction, they will, as to that jurisdiction, be ineffective to the extent of the illegality, voidability or unenforceability and to the extent possible may be severed, without invalidating the remaining terms and conditions, or affecting the validity or enforceability of that provision in another jurisdiction.
- (b) If we waive any rights available to us under these Website terms and conditions on one occasion, this does not mean that those rights will automatically be waived on another occasion.

17. Governing Law

- (a) The Website is operated from Australia. We make no representation that the content and materials on the Website are appropriate for use in other locations.
- (b) These terms and conditions and your use of the Website are governed by the laws in force in Queensland, Australia. By using the Website, you agree to submit to the jurisdiction of the courts of Queensland, Australia.

Cookie & Data Policy

Brisbane Racing Club ("we "us" or "our") collects and uses data related to your online activity using cookies and other related technologies. This policy provides information about how and why we do this, and how you can choose to remain anonymous.

How do we track your online activity?

There are various technologies that allow tracking of online activity.

The most commonly used technology is cookies, which are text files containing small amounts of information, which your computer or mobile device creates when you visit a website. When you return to the website, the site can read these text files, and recognise your device, helping to enable site features and functionality.

Cookies are useful in many ways. They:

- provide us with information on how our Website is being used,
- help us to tailor marketing message to your interests, both on and off our sites,
- let you navigate between pages more quickly and securely,
- recognise you when you return to websites and remember your preferences,
- assist us with product and service research, development and business strategy, and
- generally improve the quality of information provided to you and your browsing experience.

When do we place cookies?

We place cookies (and other similar technologies) on your device when you visit our Website. This helps us provide the best possible browsing experience for you. Other sites will also place cookies on your device, and may allow us to access their cookie data.

What types of cookies do we use?

There are different types of cookies:

(a) Session-based cookies

These cookies store temporary information and are usually deleted when you close your browser.

(b) Persistent cookies

These cookies are stored in your browser for a set amount of time and stay on your computer after you close your browser. They usually contain information you may want to keep from session to session (e.g. your location or username).

(c) First party cookies

These are 'our' cookies – the ones that we set up on your device.

(d) Third party cookies

Other websites or servers set these cookies up on our behalf, or allow us to access their cookies for activities such as advertising.

(e) Authentication

Sometimes called "necessary cookies", these cookies are needed for our Websites to work properly. These cookies don't gather information about you and are not used for marketing or remember where you've been online.

(f) Site Performance

These cookies collect information about how our Website is performing. For example, they tell us which content is popular, or how people are moving around our Websites. The information they collect is anonymous, and is used to help us improve how the Websites works.

(g) Preferences

Preference cookies relate to the choices you make on our Website. They store information about your choices (such as your user name, or region) and tailor your internet experience to provide relevant features and content for you. Without these cookies, our website won't remember any choices you've previously made, or personalise your browsing experience.

(h) Advertising, Marketing and Analytics

These cookies help us tailor your online experience. They help us to measure the performance of our Website, to analyse the data which is allocated and help you get the best information by delivering material which is more tailored to your preferences.

(i) How are tracking technologies used for advertising/marketing purposes?

Cookies help us personalise your online experience more effectively. By recognising where you've been and what you've been looking at online, they allow us to better tailor advertising and offers both on our websites and our advertising partners' sites to be more relevant to you.

Generally, this tailoring is just done based on your anonymous browsing. You always have a choice to delete or block cookies as explained below. This will allow you to remain anonymous online; when accessing our Website.

Settings

By changing your browser settings, you can control how cookies are used on your computer or device. Usually, you can do this by opening the menu in the browser, and choose settings, options or privacy (it depends on which browser you're using). From there, you can tailor how your device stores cookies. Options may include deleting all or some cookies, not accepting any cookies or being notified when cookies are being used. For example, if you are using Google Chrome browser, you can choose to browse "incognito" which will only allow session-based cookies.

You can delete existing cookies on your device and block new cookies if you don't want your online activity to be tracked and remembered. Without cookies, we can't recognise you across visits. Image-related technologies can be blocked by disabling javascript, but this would interfere with your ability to use websites that rely on javascript.

You should remember:

- some cookies are essential for protecting financial and personal information;
- your experience on our Website may be limited if you decide to delete or block certain cookies;
- if you delete all your cookies, you will have to update your preferences with us again;
- if you use a different device, computer or browser you will have to tell us your preferences again; and
- unless you block cookies entirely, new cookies will continue to be placed on your browser as you interact online, so you will need to check and delete cookies each time you go online.

We don't mind what you do with your cookies – we'll do our best to give you the best experience we can, whatever you choose.