



AUSTRALIAN POWERLIFTING LEAGUE TERMS AND CONDITIONS

AUSTRALIAN POWERLIFTING LEAGUE TERMS OF USE

The Australian Powerlifting League (APL) website and other digital platforms (Facebook, Instagram) are operated by the Australian Powerlifting League. Use of any of the APL digital platforms is subject to the following terms and conditions and any additional terms and conditions, policies, rules, disclaimers and notices displayed by us elsewhere on APL digital platforms.

By accessing or using any part of the APL digital platforms (website, Facebook, Instagram) and the information and services provided through these platforms, you will be deemed to have accepted and agreed to be bound by the Terms of Use, whether you are a visitor simply browsing the APL digital platforms or you become a registered member with APL. If you do not agree with any of the Terms of Use, or any changes to them, do not register on or use the APL digital platforms.

1. USE OF THE APL DIGITAL PLATFORMS

The APL digital platforms are designed to provide a place where APL members and the broader community can visit to learn about our products and services, consume news, information and other multimedia content in relation to the APL community.

The information and material contained in or available through the APL digital platforms is provided for general information purposes only. Users access the APL digital platforms, and rely on the information, at their own risk.

By using the APL digital platforms, you agree that:

- You will only use the APL digital platforms for personal, non-commercial use; and
- You will not use the APL digital platforms in a way that causes loss or damage.

2. REGISTRATION

You may register on the APL digital platforms in order to access certain content and information. When you register, we will collect certain registration information from you. Such information may include, but is not limited to, your name and contact details. We may also collect additional information based on your usage of the APL digital platforms.

We will deal with any personal information we collect about you in accordance with the APL Privacy Policy.

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.

3. ACCESS TO AND USE OF THE APL DIGITAL PLATFORMS

Users acknowledge and agree that we may:

- Make changes to the APL digital platforms and the information and services provided through the APL digital platforms.

- Monitor access to and use of the APL digital platforms by Users; and
- Cancel a User's access to the APL digital platforms if we believe:
- The User has breached the Terms of Use; or
- The User is no longer eligible or authorised to access the APL digital platforms.

Access to the APL digital platforms depends on telecommunications and internet service providers and other external factors and we do not guarantee the availability of the APL digital platforms at all times or at any specific times.

While we will take reasonable precautions to ensure the APL digital platforms are secure, no data transmission over the Internet can be guaranteed as totally secure.

Accordingly, we cannot ensure the security of any information transmitted to, from or using the APL digital platforms and Users do so at their own risk.

4. USER-POSTED CONTENT

Some parts of the APL digital platforms may allow Users to submit, upload, post or transmit content or material such as text, photos, images, audio and video (including links to content or material), including material that may be accessed and viewed by other Users.

Users are responsible for any material they submit to, on or through the APL digital platforms and must respect the legal rights and sensibilities of other Users.

We reserve the right to (no have no obligation to) review, remove, modify, deny access to or not display any material submitted, uploaded, posted or transmitted to, on or through the APL digital platforms in our sole discretion, including where that material is prohibited material or otherwise breaches the Terms of Use.

By submitting, uploading, posting or transmitting material to, on or through the APL digital platforms, Users:

- Grant us a royalty free, non-exclusive, perpetual, worldwide licence to (and to authorise others to) use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and display such material for the purposes of operating the APL digital platforms and providing any associated services to Users and for our reasonable business and administrative purposes (including promotional and marketing purposes);
- Consent to us using and publishing (and authorising others to use and publish) their name, character, likeness, image, voice or anything else that identifies them which is contained in the material for the above purposes;
- Grant other Users a royalty free, non-exclusive, perpetual, worldwide licence to use, copy and reproduce such material for their own private, non-commercial use;
- Warrant that the material is not prohibited material and that they are legally entitled to submit, upload, post or transmit the material to, on or through the APL digital platforms and have obtained all necessary licences, consents and approvals in relation to the material (including intellectual property licences and in relation to the use of any name, character, likeness, image, voice or anything else that identifies any person that is included in the material) to enable them to submit, upload, post or transmit the material to, on or through the APL digital platforms and to permit us and other Users to deal with the material in accordance with the licences granted above; and
- Consent to any act or omission that would otherwise infringe their moral rights in the material and present and future rights of a similar nature conferred by statute anywhere in the world.

5. NO LIABILITY FOR MISUSE BY OTHER USERS

We do not warrant that material submitted, uploaded, posted or transmitted by Users will be protected against misuse by third parties. We are not responsible for the infringement of the copyright in material by other Users.

6. CONDUCT OF USERS

Users must not submit, upload, post or transmit material to, on or through the APL digital platforms that:

- is offensive, unlawful, defamatory, false or misleading, discriminatory, pornographic, sexually explicit, unsuitable for minors or of an abusive, violent, obscene, offensive or menacing nature;
- is racist or hateful or promotes racism or hatred towards another person or group of persons
- contains nudity, swear words or excessive violence;
- is reasonably likely to offend another User;
- contains advertising or is otherwise submitted, uploaded, posted or transmitted for commercial purposes;
- violates or infringes (or the use of which violates or infringes) the intellectual property or other rights of any person or entity;
- contains personal information of any person (such as name, address, email address, phone number), except with the relevant person's permission;
- contains or transmits malware, viruses or other harmful computer code;
- contains a commercial advertisement or a link to such advertisement;
- solicits other Users to buy or sell goods or services; or
- contains financial, legal, medical or other professional advice,

PROHIBITED MATERIAL

Users must not use the NRL Network to:

- Conduct any illegal activity;
- Cause annoyance or inconvenience to any person including other Users; or
- Harvest information about other Users for the purpose of sending, or to facilitate the sending of, unsolicited commercial electronic messages.

7. MATERIAL POSTED BY OTHER USERS

We are not responsible for, and accept no liability with respect to, any material submitted, uploaded, posted or transmitted to, on or through the APL digital platforms by Users.

The views and opinions expressed in material posted by Users on the APL digital platforms 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 APL digital platforms or guarantee the accuracy, completeness, currency or suitability of any information posted by Users.

Users agree that we are not liable for the opinions or behaviour of other Users, including any material they submit, upload, post or transmit on the APL digital platforms and any defamatory statements or offensive conduct.

Users who believe that the behaviour or material of another User is objectionable or contrary to the Terms of Use can report the behaviour or material to us using the contact details below.

8. DISCLAIMER OF WARRANTIES AND REPRESENTATION

Except as required by law, we give no express or implied warranties or guarantees, and make no representations, in relation to the APL digital platforms or any Information or services available through the APL digital platforms. We do not warrant or represent that:

- Users' systems will meet the minimum requirements to enable use of the APL digital platforms;
- information provided on the APL digital platforms is accurate, complete or suitable for any purpose;

- the APL digital platforms and its services are free from any computer viruses or defects; or
- Users' access to the APL digital platforms and its services will be continuous or uninterrupted.

9. OUR LIABILITY

Nothing in this document excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation that cannot lawfully be excluded or limited, including under the Competition and Consumer Act 2010 (Cth) and similar State or Territory legislation. However, to the maximum extent permitted by law, our liability to a User for failure to comply with any Non-Excludable Provision is limited (at our opinion):

- In the case of goods - to the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired (as determined by us); or
- In the case of services - to the supplying of the services again or the payment of the cost of having the services supplied again (as determined by us).

Except as specified in this section, to the maximum extent permitted by law:

- We will not be liable to Users for any special, consequential, indirect or incidental damages or loss; and
- We will not be liable to any User, whether in contract, tort (including negligence), statute or otherwise, in relation to the APL digital platforms, these terms of use or their subject matter.

10. LINKS TO THIRD PARTY WEBSITES

The APL digital platforms may contain links to other websites that are not operated or controlled by us. Those links are provided for convenience only and may not be current.

Provision of a link should not be construed as an endorsement or approval of the third-party website by us.

We are not responsible for the content of third-party websites, which are not covered by the Terms of Use. Users access those websites at their own risk.

You acknowledge that we may receive fees or commissions from third parties in relation to links to third-party websites.

11. USERS' LIABILITY

Users are liable in relation to all loss and damage whatsoever that is suffered (including but not limited to indirect or consequential loss) by us as a direct or indirect result of them acting inconsistently with or breaching any part of the Terms of Use, except to the extent that we cause or contribute to such loss or damage.

12. COPYRIGHT

Copyright in the material in or available on the APL digital platforms is owned by us or our licensors.

Users may access and view the APL digital platforms and associated information and content using their web browser and download information from the APL digital platforms and print out that information, but only for their own private, non-commercial use.

Where we expressly invite you to do so, you may share certain content available on APL digital platforms on social media. Except as permitted by the Copyright Act 1968 (Cth), no part of the APL digital platforms (including any material posted on the APL digital platforms) may be reproduced, copied, published, framed, or transmitted in any form or by any means without our prior written consent. Requests for consent should be directed to us using the contact details below.

13. JURISDICTION

The Terms of Use will be governed by the laws of Queensland, Australia. Users agree to submit to the non-exclusive jurisdiction of the courts of Queensland in the event of a dispute arising out of, or in connection with, the Terms of Use or any use of the APL digital platforms.

14. CHANGES TO THESE TERMS AND CONDITIONS

We may amend these terms and conditions from time to time by posting the amended version on the APL website. Subsequent or continuing use of the APL digital platforms will constitute acceptance of any changes.

If any part of the Terms of Use is or becomes void, it will not affect the validity and enforceability of the remaining provisions. The void part will be replaced by provisions that are valid and have an effect as close as possible to the effect of the void part.

15. CONTACT

If you have any questions regarding the Terms of Use or the APL digital platforms, please visit the Contact page.