

The Travel Authority Pty Ltd (ABN 66 107 889 707)
Websites Terms of Use

Please read the following Website terms and conditions ("**Terms**") before using the site www.atpicruiseandtravel.com and/or www.theeventsauthority.com.au ("**Websites**").

The Terms govern Your access to and use of the Websites.

If You do not accept these Terms, You must refrain from using the Websites. By using the Websites, You agree to be bound by and will comply with these Terms.

The Websites are provided by The Travel Authority Pty Ltd (ABN 66 107 889 707) ("**TTA**") t/a ATPI Cruise and Travel. Any rights You may have in relation to your access of and use of the Websites are enforceable against TTA.

You should review the Terms periodically for changes. Any access to and use of the Websites by You after an updated version of the Terms has been made available on the Websites indicates acceptance by You of the Terms as amended and updated by TTA.

These Terms govern Your use of all applications, software, and supply of goods and/or services ("**Services**") available on the Websites, except to the extent those Services are subject to a separate agreement and/or terms and conditions. Specific terms and conditions or agreements may apply to the use of Services and other items provided to You on the Websites.

1. DEFINITIONS & INTERPRETATION

- 1.1 In these Terms,
"**Australian Consumer Law**" means the Australian Consumer Law under *Schedule 2 of the Competition and Consumer Act 2010 (Cth)*;
"**Content**" means any content or information of any kind whether in text or image form and all other content and material displayed on the Websites;
"**Intellectual Property Rights**" means all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967;
"**Personal Information**" has the same meaning as defined in *The Privacy Act 1988 (Cth)*; and
"**You**" and "**Your**" means any user of the Websites.
- 1.2 In these Terms unless the context requires otherwise, the singular includes the plural and the plural includes the singular.

2. USE OF THE WEBSITES & INFORMATION

- 2.1 Your use of the Websites is at Your own risk.
- 2.2 TTA gives no warranty as to the accuracy of Content available on the Websites.
- 2.3 TTA will use its best efforts to ensure Content is up to date. However, TTA does not warrant or represent that any Content is up to date, free from human or mechanical error, technical inaccuracies or other typographical errors or defects.
- 2.4 The Content is provided by TTA in good faith, on an "as is" basis without warranty of any kind.
- 2.5 TTA accepts no responsibility for advertising material and all other Content posted to the Websites by third parties, including without limitation, any error, omission or inaccuracy on the Websites.
- 2.6 TTA reserves the right to:
- 2.6.1 change, alter or otherwise discontinue, any feature in whole or in part of the Content or Websites;
 - 2.6.2 change or otherwise materially alter hours of availability of the Websites, at any time, without notice and without liability to You.

3. YOUR CONDUCT

- 3.1 When using the Websites You must not post, transmit or otherwise upload any content, information or material that is:
- 3.1.1 discriminatory;
 - 3.1.2 defamatory;
 - 3.1.3 obscene;
 - 3.1.4 otherwise unlawful or infringes and/or violates rights of TTA and/or third parties; or

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- 3.1.5 malicious, including but not limited to hacking software, virus' or material containing harmful code of any kind.
- 3.2 You must not attempt to change, add to, remove, deface, hack or otherwise interfere with the Websites or Content or any part thereof.
- 3.3 TTA reserves the right to suspend or terminate Your access to the Websites at its sole discretion for any breach of these Terms and for any other reason whatsoever where it is reasonable to do so.

4. LINKED SITES

- 4.1 The Websites may contain links to other Websites operated by third parties not under the control or operation of TTA ("**Linked Sites**").
- 4.2 Your access to and use of, any Linked Sites is entirely at Your own risk.
- 4.3 TTA is not responsible for and has no control over the operation of any Linked Sites or the content, information or privacy practices of any Linked Sites.
- 4.4 TTA makes no representation, guarantee or warranty of any kind that any information or content on Linked Sites is reliable, up-to-date, accurate, complete or suitable for any particular purpose or that your access to and use of Linked Sites will be uninterrupted, timely or secure.
- 4.5 TTA provides access to Linked Sites solely for the purpose of providing information and accepts no responsibility whatsoever for any Linked Sites or loss suffered by You in connection with your access to and use of Linked Sites.

5. DISCLAIMER OF LIABILITY – Your attention is drawn to this Clause

- 5.1 Except for losses attributable to breaches of the consumer guarantees in the Australian Consumer Law which TTA cannot exclude and to the extent permitted by law, TTA is not responsible for any direct or indirect loss, consequential loss or damage, however caused (including through negligence), which You may directly or indirectly suffer in connection with:
 - (a) Your use of the Websites;
 - (b) any Linked Sites; or
 - (c) Your use or reliance on Content contained on, or accessed through the Websites.
- 5.2 By accepting the Terms You acknowledge You have sufficient notice of this disclaimer and have accepted this disclaimer out of Your own free will.

6. INTELLECTUAL PROPERTY

- 6.1 You acknowledge that any and all Intellectual Property Rights in and to the Websites and Content are owned or licensed by TTA.
- 6.2 All Content created in connection with and displayed on the Websites:
 - (a) belongs exclusively to TTA or its licensors, unless otherwise expressly stated; and
 - (b) is protected by Intellectual Property Rights and applicable laws in Australia.
- 6.3 Commercial use of these Websites is prohibited. You may download print and copy Content or any part of these Websites solely for Your personal, non-commercial use, provided copy of the Content is unaltered and retains all proprietary notices of TTA or its licensors originally displayed on the Websites.
- 6.4 You must not otherwise use, reproduce, modify, distribute, publish or create any derivative works from any Content or any part of the Websites.

7. PRIVACY

- 7.1 The TTA Privacy Policy applies to Your use of the Websites and is available at www.ttagroup.com.au/privacy-policy ("**Privacy Policy**").
- 7.2 TTA may collect, use, store, record and transmit Your Personal Information that is entered on or provided to TTA through the Websites in accordance with the Privacy Policy.
- 7.3 Your continued use of the Websites and provision of Your Personal Information will constitute your approval for TTA to deal with Your Personal Information in accordance with the Privacy Policy.

8. DISPUTE RESOLUTION

- 8.1 We will use all reasonable endeavours acting in good faith with You to resolve any dispute arising in connection with the Terms ("**Dispute**") as soon as reasonably possible.
- 8.2 If TTA cannot resolve a Dispute with You within Twenty (20) Business Days, either You or TTA may give notice to the other party requiring attendance at mediation to settle the Dispute.
- 8.3 The Dispute will be referred to mediation by a New South Wales Law Society ("**NSWLS**") approved mediator who is:-

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- 8.3.1 agreed between us, or
- 8.3.2 failing agreement appointed by the President of the NSWLS (on the application of any party).
- 8.4 If the Dispute is not settled within Twenty (20) Business Days of referring the Dispute to mediation, either party may commence proceedings in any court of competent jurisdiction in accordance with these Terms.
- 8.5 Unless the appointed mediator determines otherwise, the costs of the mediation will be shared equally between TTA and you.

9. GENERAL

- 9.1 If a provision of the Terms (or any part of them) is held unenforceable or invalid by any competent court, then that provision of any part of a provision must be interpreted as narrowly as necessary to allow it to be enforceable or valid or severed where possible and the remainder of the Terms will contain to bind the parties save for the severed provision.
- 9.2 Nothing in these Terms shall confer on any third party any benefit or the right to enforce any provisions of these Terms.
- 9.3 By accessing and using the Websites, You agree to submit to the exclusive jurisdiction of the Courts of the State of New South Wales, Australia. If You access this Websites from other jurisdictions, You are also responsible for compliance with local laws or New South Wales and the Commonwealth of Australia.