



## TERMS OF USE

[ascot.com.au](http://ascot.com.au)

### **This page outlines the General Conditions of access to and use of the Site.**

Acknowledgment and acceptance of General Conditions

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Your access to and use of the Site (collectively, your Access) is conditional on your acceptance and compliance with the terms, conditions, notices and disclaimers contained on this page and elsewhere on the Site (General Conditions). Your Access to the Site constitutes your agreement to be bound by the General Conditions. We reserves the right to revise, amend and update the General Conditions at any time effective on the date of posting to the Site of the new and amended provisions.

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You may view the Site using your web browser and save an electronic copy, or print out a copy, of parts of this Site solely for your own personal use, information, research or study, but only if you keep all Content intact and in the same form as presented on the Site (including without limitation all copyright, trade mark and other proprietary notices and all advertisements).

You must not access or use the Site or the Content in any manner or for any purpose which:

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violates our rights in any way; or

is prohibited by the General Conditions.

You must take your own precautions to ensure that the process which you employ for accessing the Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. We do not accept responsibility for any interference or damage to your own computer system or data which arises in connection with your Access.

You must not use the Content for commercial purposes without first obtaining our express written authority.

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Any prices quoted are subject to availability.

### **Indemnity**

You must indemnify us and our directors, officers, agents, employees and contractors and keep us and all of them indemnified, against all loss, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from:

any breach by you of the General Conditions; or

reliance by you on any information obtained through the Site; or

your Access to the Site.

### **Copyright**

Copyright in this Site (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by us. Other than for the purposes of, and subject to the conditions prescribed under, the Copyright Act 1968 (Cth) and similar legislation which applies in your location, and except as expressly authorised by these General Conditions, you may not in any form or by any means:

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Except where otherwise specified, any word or device to which the TM or ® symbol is attached, is a trade mark in which we claim proprietary rights.

If you use any of our trade marks in reference to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks:

in or as the whole or part of your own trade marks;

in connection with activities, products or services which are not ours;

in a manner which may be confusing, misleading or deceptive;

in a manner that disparages us or our information, products or services (including this Site).

### **Termination**

We may terminate access to this Site at any time without notice. The General Conditions will nevertheless survive any such termination.

### **Governing Law**

These General Conditions are governed by the laws in force in Victoria, Australia. You agree to submit to the exclusive jurisdiction of the courts in Victoria, Australia.

### **Linking to the Site**

No linking is permitted to the Site unless it is the subject of a separate specific written agreement between you and us.

### **Advertising and links to other web site**

The Site may contain links to third party sites (Linked Sites). Linked Sites are not under our control and we are not responsible for the content of any Linked Site or any hyperlink contained in a Linked Site (Subsequent Site). We provide these hyperlinks to you as convenience only, and the inclusion of any link does not imply any endorsement of the Linked Site by us or by our directors, officers, agents, employees and contractors. You link to any Linked Site or Subsequent Site entirely at your own risk.

Neither we nor our directors, officers, agents, employees and contractors give any representation or warranty as to the reliability, accuracy or completeness of any Linked Sites or Subsequent Sites, nor do we or they accept any responsibility arising in any way (including negligence) for errors in, or omissions from any Linked Sites or Subsequent Sites.

### **General**

We do not accept any liability for any failure to comply with the General Conditions where the failure is due to circumstances beyond our reasonable control.

If we waive any rights available to us under these General Conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

If any of the General Conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will nevertheless continue in full force.

### **Privacy**

For information about how we handle personal information, please refer to our Privacy Statement accessible from the Site.