

2019 Terms of Use

General

The company is a not for profit company which promotes silent film and music and education, principally through Australia's Silent Film Festival (AUSIFF) whose events are conducted through the year. The website (the AUSIFF Website or Website) is operated by the company. By accessing or otherwise using the Website, you agree to be bound by these conditions of use and acknowledge that the company provides the Website to you on these conditions of use. The company's PRIVACY POLICY forms part of this document.

You must read and accept (or reject) the conditions of use (see below) as a condition of you using or relying on any part of this Website. If you do not accept these conditions and the PRIVACY POLICY, then you must stop using the Website immediately.

Amendments

The company is entitled at its sole discretion to change, modify, amend, add or remove any part of these conditions of use and to change, amend or delete any features of the Website at any time by posting the amendment on the Website or by notifying you by any other means of communication. Your continued use of the Website after this time constitutes an agreement by you to abide by and be bound by these conditions of use, as so amended.

Intellectual Property Protection

The company owns, or is otherwise permitted or licensed to use, all intellectual property on the Website. Subject to these conditions of use, the company grants to you a non-exclusive and non transferable licence to view, download and use information directly accessible through the Website for personal and non-commercial use.

You agree that, subject to your use of the Website in accordance with the limited licence granted to you, you will not infringe the company's intellectual property (including its trademarks and copyright) in the Website and will not reproduce, modify, transmit (including broadcast), copy, adapt, sell, publish, frame, distribute or communicate any part of the Website or any information contained therein or otherwise use them in a way which will infringe the company's intellectual property or other property rights, except as permitted by statute or with the company's prior written consent.

Disclaimer

Except as provided by law, the Website is provided "as is" and without any warranty or condition, express or implied. The company does not warrant that the information

contained in or accessible through the Website is accurate, suitable for your purposes or without errors, omissions or viruses. You acknowledge that access and use of the Website (including the software operating in connection with the Website) may be interfered with by numerous factors outside of the company's control. The company does not warrant the accuracy of any advice, opinion, statement, representation or other information displayed on or accessible through the Website. Subject to any statute, the company makes no representations or warranties in respect of the information and materials available on the Website or the means of accessing that information and material.

The company makes no warranty or representation and accepts no responsibility for any websites operated or controlled by entities other than the company which are or may become linked or framed to or from the Website. You access those sites and use the products and services made available at those sites solely at your own risk.

Use of Information

If you upload or otherwise provide any information or content in the course of accessing or using the Website, you agree that such Content will be available to the company to use in any manner it thinks fit, subject to applicable provisions of any legislation including (without limitation) privacy legislation.

Limitation of Liability

You agree that the company is not liable to you or anyone else for any loss or damages (including direct, indirect, special or consequential loss) arising out of or in connection with the use of the Website or any such loss or damage however arising, including negligence.

Links

You must not establish links or frames on any other website to the Website without the prior written consent of the company.

Third party content

Products and services offered for sale or advertised, and information provided on the Website may be products, services and information of, or related to, third parties. These products, services, information and third parties are not provided or endorsed by us and your legal relationship is with the third party. We have not checked the accuracy or completeness of the information, or the suitability or quality of the products and services of third parties. You must make your own enquiries with the relevant third party direct before relying on any third party information or entering into a transaction in relation to the third party products and services supplied via the Website. You should check with the third party whether there are additional charges and terms which may apply. We may receive fees and/or commissions from third parties for goods and services of such third parties displayed or made available on the

Website or accessible through a hyperlink on the Website. You acknowledge and consent to us receiving these fees.

Breach and termination

If you breach any provision of these conditions of use the company may immediately issue a warning, temporarily suspend or permanently prevent your access to all or parts of the Website. In any event, the company may terminate these conditions of use at any time and for any reason without prior notice to you.

Choice of Law and Use of Website

These conditions of use, and the agreement of which they form part, is to be governed by the laws of the State of New South Wales, Australia.

No agency

No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created between you and the company by these terms of use.

Contact Us

You can contact the company by:

- Emailing at info@ozsilentfilmfestival.com.au.
- Writing to GPO Box 3424, Sydney, New South Wales, Australia 2001