



## **Social Media and Website Terms and Conditions of Use**

### **1. Introduction**

**1.1.** This document contains the legal agreement between you and AUSBreaking. It governs your access and use of any of the AUSBreaking's social media website pages such as Facebook, Instagram, Tik-Tok (referred to as 'Social Media').

**1.2.** By using AUSBreaking's website or social media you understand it is governed by all terms, condition, notices and disclaimers contained in this agreement, you accept these terms and conditions in full and if you do not agree to these terms and conditions, we ask you to not take part in the use of our website and social media. You also understand and agree that AUSBreaking's website and social media may continuously update and add any additional terms and conditions ongoing.

### **2. Copyright Notice**

**2.1.** AUSBreaking, and its licenses, own and control all the copyright and intellectual property rights in our website and social media and the material on the website and social media. These copyright and intellectual property rights are reserved.

**2.2.** Such information, pictures and material is protected by copyright laws. AUSBreaking's name, logos and any other promotional materials graphics or logos contained on AUSBreaking's website and social media may not be used without our written consent.

**2.3.** You cannot copy, modify, alter, download, publish, broadcast, distribute, sell or transfer any information or materials on AUSBreaking's website unless expressly provided for with our express written permission.

### **3. Code and Conduct**

**3.1.** AUSBreaking's social media sources are internally moderated and content uploaded or posted that AUSBreaking designates as illegal, inappropriate or abusive will be immediately removed and reported to the relevant media source management.



**3.2.** AUSBreaking does not tolerate any posting or sharing any content that includes proprietary or confidential company information. Posting defamatory, derogatory, or inflammatory content. Posting information or pictures that imply illegal conduct. Any content that would result in negative impact for the organisation, clubs and/or its members. Posting or sharing any content that is abusive, harassing, threatening, demeaning, defamatory or libellous.

**3.3.** AUSBreaking takes no responsibility for any content found on any external sites, links or pages including Twitter handles and YouTube channels.

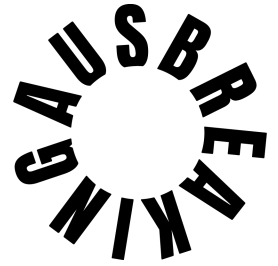
**3.4.** AUSBreaking retains the right at all times to monitor, preserve, disclose and take action on any material posted on or as part of our Social Media website as we see necessary or to satisfy any applicable law, regulation, legal or internal process or governmental request. Inappropriate postings and uploads could be used in disciplinary and/or legal action.

#### **4. Personal Content Use**

**4.1.** In these terms and conditions, “your content” refers to all information, works and materials including but not limited to images, video, audio material, quotes, texts and graphics; that you submit to AUSBreaking through registration or submission via social media and our website. These can be used for storage, publication, processing or transmission via our website or social media.

**4.2.** AUSBreaking may choose to cite your name with reference to your material and may use your name and material or disclose it to other organizations that may use it, in any media for future promotional, marketing & publicity purposes without any further reference, payment or other compensation to you, your family or successors. AUSBreaking further reserves the right to not post or publish any materials and to remove or edit any material at our sole discretion without notice or liability.

**4.3.** AUSBreaking has the right to use my picture or likeness to promote the interests of AUSBreaking. I also agree that AUSBreaking may store my personal information and results in a database and use that information to conduct marketing and research purposes.



Aside from the pre-mentioned purposes, personal information will not be distributed to a third party without your permission.

**4.4.** If permission is granted for the distribution of third party use of the users personal information, the user agrees and understands that the AUSBreaking does not have control over external third parties websites and does not warrant, and to the full extent permissible under law, will not have liability or responsibility for third party materials or websites.

## **5. Changes in Terms & Conditions**

**5.1.** As stated above in 1.2 of the terms and conditions, changes to these terms for the website and AUSBreaking reserves the right to at any time without prior notice, amend, change, add, delete and correct the AUSBreaking website and social media, including providing new or additional terms and conditions to this Agreement. Such modifications and additional terms and conditions will be effective immediately and your continued agreement will be deemed accepted hereof.

## **Complaints & Further Information**

Any complaints in relation to the collection, use, disclosure, conduct, copyright and access of your personal information, may be made to the AUSBreaking's privacy officer by emailing:

[ausbreaking@gmail.com](mailto:ausbreaking@gmail.com)