



TERMS OF USE AND PRIVACY POLICY

These Terms of Use and Privacy Policy of the Rotary Club of Wollundry Wagga Wagga, trading under the name, "Wollundry Cycle Challenge" ("we" or "us") outlines how we use and protect any information that you give us when you use this website and govern the conditions of your use of this site. We are committed to the protection of your personal information and these Terms of Use and Privacy Policy have been developed on that basis.

By using, browsing or accessing this site or our services, you indicate that you have read, understood and accept these Terms of Use and Privacy Policy and that you agree to abide by them. If you do not agree to these terms you should immediately refrain from using this site or our services. The information appearing on this site must not be relied upon as being complete, accurate or up-to-date.

We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms of Use and Privacy Policy, at any time. Provisions contained herein may be superseded by provisions or notices published elsewhere on this site. We are not required to give you notice as to when these Terms of Use are revised, updated or amended at any time. It is your responsibility to periodically check these Terms of Use and Privacy Policy for changes made. Your continued use of the site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use and Privacy Policy we grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the site.

Only individuals over the age of 18 years and who have capacity to enter legally binding contracts under the law of NSW, Australia are permitted to download and use the site.

ACCESS TO THIS SITE AND SERVICES

Access to this site or our services is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on this site without notice. We will not be liable if for any reason this site or our services are unavailable at any time or for any period. We reserve the right to restrict access to some parts of this site, or to the entire site.

You are responsible for making all arrangements necessary for you to have access to this site. You are also responsible for ensuring that all persons who access the same through your internet connection are aware of these terms, and that they comply with them.



You may not use the site or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of us or others.

YOUR PERSONAL INFORMATION

The term “personal information” has been used throughout this policy and is used to describe any information that is associated with a specific person and can be used to identify that person (without access to additional information). This information may include your name, email and mailing address, contact numbers, gender, date of birth, and other relevant information.

We will only collect personal information to the extent that it is necessary. We will use your personal information for the intent in which it has been provided, namely for your registration, to use our website and / or any events we are organising and / or supporting. We may use your personal information to inform you about our site, goods, services, offers, third party goods or services, or other matters which we believe may be of interest to you. By using this site you agree to receive information from us by email, SMS or any other relevant form. You may choose to not receive information from us except in the instance where the information relates to any event that you have registered in and the communication is deemed by us as essential for your participation.

You acknowledge and agree that we may also disclose your personal information to sponsors, business partners, distributors, suppliers, associates and other entities (“Partners”) who may send you information about their products and services.

We will not sell, distribute or lease your personal information to third parties without your permission except when required to by law. If you believe that any of your personal information we hold is incorrect or incomplete, please write to or email us as soon as possible. We will promptly correct any information found to be incorrect.

We understand the importance of maintaining your privacy and will take all reasonable measures to protect and maintain the security of your personal information. Despite our reasonable endeavours, we are unable to ensure or warrant the security of any personal information transmitted to us and all personal information disclosed by you to us is at your own risk.



RELIANCE ON INFORMATION, MATERIALS AND COMMENTARY

Commentary, materials, advertisements, promotions, events and messages posted on, or via this site, or the service we provide on or via this site, are not intended to be relied upon (including, but not limited to, content posted on or via this site from a third party). We disclaim all liability and responsibility arising from any reliance placed on same, and any services provided therefrom, by any visitor to, or user or customer of this site, or by anyone who may be informed of any of its contents and we make no representations or warranties that use of such commentary, materials, advertisements, promotions and messages will not infringe the rights of any third parties.

Where this site contains links, references, or transmissions to other sites, services, promotions, software, applications or events provided by third parties or to third parties themselves, they are provided for your information and convenience only. We obtain no control over, do not endorse, verify or approve, the contents of other sites, services, promotions, software, applications or events and accept no responsibility for them or any loss or damage that may arise from your use of, and / or attendance, at them.

COMMUNICATION

All communication in relation to events will be via email except for in extraordinary circumstances. Should you wish to communicate via mail and / or telephone and / or sms please contact us immediately at info@wollundrycyclechallenge.org.au. It is your responsibility to contact us in the event of changes to your personal details, including your email address.

GOVERNING LAW

This site is created and controlled by us in the State of New South Wales, Australia. As such, the laws of the State of New South Wales will govern these terms of use. By using this site you submit to the jurisdiction of the courts of New South Wales and agree that any legal action will only be commenced in these forums.

OUR LIABILITY

The material, commentary, and content displayed on or via this site, and any services, software, events and applications provided therefrom, are provided without any guarantees, conditions or warranties as to their accuracy, veracity, truthfulness, completeness or currency. To the extent permitted by law, we, and any third parties connected to us hereby expressly exclude:



1. All conditions, warranties, and other terms which might otherwise be implied by statute, common law or the law of equity.
2. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with this site, services, software, applications or events or in connection with the use, inability to use or results of the use of or attendance at same, including, without limitation, any liability for: loss of income or revenue; loss of data; loss of goodwill; wasted management or office time; and any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

VIOLATION OF THIS TERMS AND CONDITIONS AND PRIVACY POLICY

In the event these Terms and Conditions of Use and / or Privacy Policy are violated by you, we incur costs, expenses, including but not limited to legal costs as a result of your violation we will be entitled to recover from you, and you agree to pay, all reasonable costs, expenses, legal fees, in addition to any other relief granted to us. You agree that we will not be liable to you or to any third party for the termination of your access to the Site as a result of any violation of these Terms of Use.

Further in the event your violation of these Terms and Conditions of Use and / or Privacy Policy results in any loss or damage to a third party you agree to indemnify us in relation to any claim made against us by that third party as a result of the loss and/or damage incurred, including but not limited to any amounts payable, including compensation (either by settlement or award), costs and expenses (including our legal costs and those of the third party).

If you have any concerns about any of the material which appears on the site, please contact info@wollundrycyclechallenge.org.au.