

TERMS AND CONDITIONS

Provision of Information

When signing this petition, you must provide accurate and complete information, including a valid email address. You have complete responsibility for the information you provide, including for any harm or damage (to us or anyone else) caused by your misuse of the information of another. Inform us immediately upon learning that someone else may have used your personal information.

Our rights

All right, title, and interest in and to the Shane Warne Legacy Pty Ltd (**SWL**) platform and services including our website, our existing or future applications, our APIs, databases, and the content our employees or partners submit or provide through our services (but excluding content provided by users) are and will remain the exclusive property of SWL and its licensors. Our platforms and services are protected by copyright, trademark, and other laws of both Australia and other countries. Any feedback, comments, or suggestions you may provide regarding SWL is entirely voluntary and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.

You may not do any of the following while accessing or using the platforms and services:

1. access, tamper with, or use non-public areas of the platform, SWL's computer systems, or the technical delivery systems of SWL's service providers.
2. disable, interfere with, or try to circumvent any of the features of the platforms related to security or probe, scan, or test the vulnerability of any of our systems.
3. copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of the SWL platform or services.
4. access or search or attempt to access or search our platforms by any means (automated or otherwise) other than through our currently available search functionalities that are provided via our website, mobile apps, or API (and only pursuant to those API terms and conditions). Crawling the SWL site is permissible if done in accordance with the provisions of the robots.txt file; however, scraping the services, platforms, and databases is expressly prohibited unless authorised in a written agreement between you and SWL.
5. in any way use the SWL services to send or disseminate offensive information or send altered, deceptive, or false source-identifying information (such as sending email communications falsely appearing as SWL); or interfere with, or disrupt, (or attempt to do so), the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the platforms or services, or in any other manner interfering with or creating an undue burden on the services.

No waiver, assignment: If we waive any of our rights in any particular instance, it does not mean that we are waiving our rights generally or in the future. If we do not enforce all our rights all of the time under these Terms, it does not mean that we are waiving our rights, and we may decide to enforce them at a later date. These Terms, and any rights and licenses granted under these Terms, may not be transferred or assigned by you, but may be assigned by us to another company or person without restriction. We are not liable to you for any delay or failure to perform any obligation we have under these Terms if the delay or failure is due to events which are beyond our reasonable control, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency.

As is service: Use of the SWL platform is at your own risk. The platform (including the content you find on it) are provided on an “AS IS” and “AS AVAILABLE” basis. SWL and its affiliates, suppliers, partners, and agents expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

Furthermore, SWL and its affiliates, suppliers, partners and agents make no warranty that (i) its platforms or any products or services provided through the platforms will meet your requirements; (ii) the platforms will be uninterrupted, timely, secure or error-free or that SWL will fix any errors; (iii) you will obtain any specific results from use of the platforms; or (iv) any campaign or content on the platforms are accurate, complete, reliable, current or error-free. Any content obtained through use of the platforms is obtained at your own discretion and risk and SWL shall not be responsible for any damage caused to your computer or data or for any bugs, viruses, Trojan horses or other destructive code resulting from use of the platforms or any content obtained from the platforms.

Limitation of liability: To the fullest extent permitted under law, SWL and its affiliates, suppliers, partners and agents have no obligation or liability (whether arising in contract, warranty, tort (including negligence), product liability, or otherwise) for any indirect, incidental, special, punitive, or consequential damages or liabilities (including, but not limited to, any loss of data or content, revenue or profit, or personal injury or death) arising from or related to your use of the platforms, service, or any content provided by or through the platforms or service, even if we have been advised of the possibility of such damages in advance. This limitation applies to damages arising from (i) your use or inability to use the platforms and access the services; (ii) cost of procurement of substitute products or services; (iii) unauthorised access to or alteration or distribution of content you submit through the platform; (iv) third party content made available to you through the platform; (v) any loss or damage as a result of use of SWL’s service or platform (vi) any other matter relating to any aspect of the platforms and service, including the website, the API, any present or future apps, email communications, and SWL content on third party sites. Some countries and states do not allow the limitation or exclusion of incidental, consequential, or other types of damages, so some of the above limitations may not apply to you.

Where any law (including the Australian Consumer Law) provides a guarantee which may not be lawfully excluded (a Non-Excludable Provision), our liability will be limited to that provided by law.

If any Non-Excludable Provision is applied in relation to these terms, and SWL is able to limit your remedy for a breach of such a Non-Excludable Provision, then SWL's liability for breach of the Non-Excludable Provision is limited to, in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

Subject to SWL's obligations under any Non-Excludable Provision, and to the maximum extent permitted by law, the maximum aggregate liability of SWL; for all claims under or relating to these terms, whether in contract, tort (including negligence), in equity, under statute or on any other basis, is limited to an amount equal to the greater of:

- (i) AUD\$100; and
- (ii) the amounts paid by you to SWL (if any).

In calculating SWL's aggregate liability under this paragraph, the parties must include any amounts paid or the value of services supplied by SWL under any Non-Excludable Provision.

Subject to SWL's obligations under any Non-Excludable Provision, and to the maximum extent permitted by law, SWL is not liable for, and no measure of damages will, under any circumstances, include:

- (i) special, indirect, consequential, incidental or punitive damages; or
- (ii) damages for loss of profits, revenue, goodwill or anticipated savings,

whether in contract, tort (including negligence), in equity, under statute or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

SWL's liability to you is diminished to the extent that your acts or omissions (or those of a third party) contribute to or cause the loss or liability.

Indemnity: You agree to indemnify, defend (if we so request), and hold harmless SWL and its affiliates, suppliers, partners, and agents from and against any claims, demands, losses, damages, or expenses (including reasonable attorneys' fees) arising from the content you post or submit, your use of and connection to the SWL websites, applications, API, and any other aspect of the platforms or services, your violation of these Terms or your violation of any rights of any third-party. Your indemnification obligation will survive the termination of these Terms and your use of the platforms and services.

Binding Agreement: By using the platforms you agree to abide by these Terms and you consent to SWL collecting, using, and sometimes sharing information about you as stated in our Privacy Policy. If you are accepting these terms and policies and using our services on behalf of a company, organisation, government, or other legal entity, you represent and warrant that you are authorised to do so.

Jurisdiction

These terms are governed by the laws of New South Wales and the Commonwealth of Australia, and each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.