# **TERMS OF USE**

Welcome to THE PLOT website.

This website is owned and operated by Cattleyard Promotions Pty Ltd.

## 1. Accepting Terms of Use

The use of this website is governed by these terms and our Privacy Policy. By entering and using this website, you accept and agree to comply with our Terms of Use.

We reserve the right to change any or all of these terms and conditions, and/or add new terms and conditions at any time. When we do so, we will make a new copy of these Terms of Use available on our website. Your continued use of our website a will be deemed to constitute your acceptance of such changes.

## 2. Intellectual Property

You acknowledge and agree that all copyright, trade marks and all other intellectual property rights in all material or content contained within the website shall remain at all times owned by us or our licensors. You are permitted to use this material only as expressly authorised by us under these conditions.

You acknowledge and agree that the material and content contained within the website is made available for your personal non-commercial use only. Any other use of the material and content of the website is strictly prohibited.

You agree not to copy, reproduce, transmit, publish, broadcast, sell, license, display, distribute, commercially exploit or create derivative works of such material and content. We reserve all rights not expressly granted in and to the website and the content in the website.

### 3. Links To Other Websites

The website may provide links to other websites. You acknowledge and agree that we are not responsible for the availability of such external sites and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resource.

### 4. Limitation of Liability

Whilst we will use reasonable avenues to verify the accuracy of any information we place on the website, to the extent permitted by law, we make no warranties, whether express or implied in relation to its accuracy.

We will not be liable for any indirect, incidental, special or consequential damages, including damages for loss of business or other profits, loss of data, loss of use, claims of third parties, or other losses of any kind which result from any use or access of, or any inability to use or access our website.

# 5. Indemnity

You agree to be fully responsible for and fully indemnify us against all claims, losses, damages or costs (including legal costs on a full indemnity basis) arising from or in connection with any breach or alleged breach by you of these Terms of Use or any other legal obligation.

### 6. Miscellaneous

If any term or condition of this agreement is held to be illegal, invalid or unenforceable, this will not affect any other provisions and if possible, that term or condition will be deemed amended or construed in such a manner to the extent necessary to render it legal, valid and enforceable.

# 7. Applicable Law

entorceable.

**7. Applicable Law**These Terms of Use are governed and interpreted in accordance with the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that