

# VGW Website Terms & Conditions

The terms and conditions set out below govern Your use of the Website, [www.vgw.co](http://www.vgw.co). By accessing, viewing, using or downloading the Website, You indicate that You have read and understood these terms and conditions and agree to be bound by, and abide by, them.

If You do not accept these terms and conditions, You must not use, access, view or download the website.

## 1. Definitions

In these terms and conditions, the following words have the meanings set out below:

**Code** means all software code, source code, object code, binary code, executable code, modules, components, algorithms, analysis tools, templates, configurations, business rules, dynamic link libraries, models, database schemas, updates, service packs, patches, in any media or format, which form a part or component of the Website.

**Content** means any text, graphics, user interfaces, visual interfaces, photographs, trade marks, logos, sounds, music, artwork, Intellectual Property, or other material used, displayed or available by way of the Website.

**Intellectual Property** means:

- (a) inventions, discoveries and novel designs, whether or not registered or registrable as patents or designs, including developments or improvements of equipment, products, technology, processes, methods or techniques;
- (b) copyright (including future copyright) throughout the world in all literary works, artistic works, computer software, Code and any other works or subject matter in which copyright subsists and may in the future subsist;
- (c) trade and service marks (whether registered or unregistered), domain names, branding and marketing materials; and
- (d) proprietary rights under the Circuit Layouts Act 1989 (Cth).

**Intellectual Property Rights** means such rights as may subsist in the Intellectual Property.

**Loss or Claim** means, in relation to any person, any damage, loss (including consequential loss and loss of profit), cost, expense or liability incurred by the person, or a claim, action, proceedings or demand made against a person, however arising and whether present or future, fixed or unascertained, actual or contingent.

**Personal Information** means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with an identified person, or a person who is reasonably identifiable:

- (a) whether the information is true or not; and
- (b) whether the information is recorded in a material form or not.

**Privacy Policy** means the:

- (a) [Website privacy policy](#), as amended from time to time and
- (b) [Candidate privacy policy](#), as amended from time to time.

**Terms** means these VGW Website terms and conditions together with the Website Privacy Policy. Third Party Websites means websites which are not owned, operated or controlled by VGW.

**You** means any viewer or user of the Website, and “**Your**” has a similar meaning.

**VGW** means VGW Holdings Limited (ACN 147 193 511), the ultimate parent company of the VGW group of entities.

**Website** means www.vgw.co.

## 2. Use of the Website

2.1. By using the Website, You will have access to our products and Content that are available, which may include games, videos, music, graphics, text, images and photographs, and You agree to the use of our Website on the terms and conditions set out in these terms and conditions.

2.2. You are entering into this agreement with VGW and acknowledge that any collection, use and sharing of your personal information is subject to the [Website Privacy Policy](#).

2.3. You agree that You will not use the Website in any manner that is illegal, unlawful, or in any manner contrary to, or prohibited by law or the Terms.

2.4. Without limiting clause 2.3, You agree that You will not, directly or indirectly:

- (a) use the Website to defame, abuse, harass, stalk, threaten, breach the confidence of, or otherwise violate the legal rights (such as the right of privacy) of others;
- (b) hack into any part of the Website through password mining, phishing, or other means; (c) knowingly introduce malicious Code, including viruses, trojans, worms, logic bombs, or other harmful or destructive Code or data into the Website or any operating system;
- (d) use automated scripting tools or software;
- (e) circumvent the Website’s structure, presentation or navigational function so as to obtain information that VGW has chosen not to make publicly available through the Website;
- (f) disrupt an exchange of information between users of the Website or otherwise act in a manner that negatively affects other users of the Website, including through a denial-of- service attack; (g) transmit any unsolicited advertising, promotional materials, surveys, chain letters, or other forms of solicitation unless expressly authorised by VGW;
- (h) harvest information about other users of the Website in order to transmit or facilitate the transmission of such materials as listed in paragraph (g) above;
- (i) attempt to modify, reverse engineer, or reverse assemble any part of the Website;
- (j) breach any applicable laws or regulations;
- (k) engage in conduct which VGW, in its absolute discretion, considers to be in breach of these Terms; or (l) use the Website to supply another service, or to obtain information which You either incorporate into Your own service or product, to enhance Your service, product or business in any way, such as to create potential customer lists.

2.5. Any commercial use of the Website is strictly prohibited.

2.6. VGW reserves the right to monitor Your use of the Website. Any information that is obtained by VGW through the monitoring of the Website will be in accordance with VGW’s Privacy Policy.

## 3. Mobile access

3.1. If You access the Website from a mobile device or phone, some of the Website Content and functionality may be limited or restricted.

3.2. You acknowledge that Your use of the Website from a mobile device or phone may be subject to separate charges imposed by Your mobile phone or internet provider (carrier), such as data usage charges and mobile phone charges and that VGW is not responsible for such charges.

## **4. Intellectual property**

4.1. You acknowledge that VGW is the proprietor or licensor of all Intellectual Property Rights in relation to the Website and Content.

4.2. Your use of the Website does not provide You with any Intellectual Property Rights in the Website or Content.

4.3. You may download and view Content or print a copy of the material on the Website for Your personal use provided that You do not modify the Content in any way, including by removing any copyright or trade mark notices. You must not disseminate these copies to third parties.

4.4. All trade marks and logos displayed on the Website are the property of their respective owners and are protected by applicable trade mark and copyright law.

4.5. All third party intellectual property (including trade marks, names, logos, icons, copyright) referenced on the VGW Website remains the property of the respective owners. VGW's use of third party intellectual property does not indicate any relationship, sponsorship or endorsement between VGW and the owners of these intellectual property. Any reference by VGW to third party intellectual property is for the purpose of identifying the corresponding third party's products or services only. Under no circumstances, are these third party intellectual property to be used outside of the VGW Website without VGW Legal's sign off

## **5. Links**

5.1. The Website may include links to Third Party Websites. VGW makes no express or implied representation, warranty or guarantee as to the content, suitability, functionality or accuracy of any Third Party Website.

5.2. Third Party Websites are subject to the terms and conditions outlined by that third party, including any relevant privacy policies.

5.3. Unless specifically indicated by VGW, any links to Third Party Websites do not indicate:  
(a) a relationship between VGW and the third party; or  
(b) any endorsement or sponsorship by VGW of the Third Party Website or the goods and/or services it provides.

5.4. The Website may be linked to various social networking sites. You acknowledge and agree that: (a) any comments or content that You post on such social networking sites through a link provided on the Website are subject to the terms and conditions of that particular social networking site; (b) You will not post any comments that are defamatory to VGW or its employees, agents or officers, or which are false, inaccurate, misleading or deceptive; and  
(c) VGW is not responsible for any comments or content You post on social networking sites.

## **6. Privacy and personal information**

6.1. When browsing the Website, any Personal Information You send to VGW is subject to VGW's Privacy Policy.

6.2. Any non-Personal Information You send to VGW through the Website, such as questions, comments, or suggestions, may not be encrypted and will not be treated as confidential. You agree that You have provided an exclusive, perpetual, royalty-free licence to VGW to use, reproduce and modify the non-Personal Information You provide for any purpose whatsoever.

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## **7. No liability**

7.1. Information published by VGW on the Website has been derived from sources believed to be accurate at the time of compilation and publication. However, no warranty or representation is made as to the accuracy of the information.

7.2. VGW and its affiliates make no representation or warranty about the Website and the Content, including any representation or warranty:

- (a) about the accuracy, quality or safety of the Content on the Website (the Content and Website is provided on an “as is” and “as available” basis);
- (b) that the Website will be free from viruses (including malware or spyware) or other destructive properties; or
- (c) that the operation of the Website will be uninterrupted or error free.

7.3. The information, opinions and other similar statements published on the Website are provided for general purposes only and are not intended as, nor do they constitute, any type of advice or recommendation.

7.4. You expressly release VGW from any Loss or Claim You suffer (whether directly or indirectly) in connection with any action or decision made by You in reliance on the information published on the Website. You agree that You must make Your own enquiries before acting on information published on the Website.

7.5. To the extent permitted by law, VGW is not liable to You or any third party for any Loss or Claim in connection with Your use of the Website.

## **8. Content amendment**

VGW may amend, remove, alter or vary any of the Content on the Website at any time without prior notice to You.

## **9. Indemnity**

You indemnify VGW for any Loss or Claim arising out of, or in connection with:

- (a) Your use of the Website;
- (b) Your breach of these Terms;
- (c) the violation or breach of any laws by You; or
- (d) Your infringement of the rights of third parties.

## **10. Assignment**

10.1. VGW may, at any time and without further notice to You, or consent from You, assign or transfer all or any of VGW’s rights or obligations under these Terms to any person.

10.2. You may not assign or transfer any of Your rights or obligations under these Terms.

## **11. Severability**

11.1. If any court of competent authority finds that any of the provisions (or part of any provision) of these Terms is invalid, illegal, or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted and the validity and enforceability of the other provisions of the Terms will not be

affected.

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11.2. If any invalid, unenforceable or illegal provision of these Terms would be valid, enforceable and legal if some part of it were deleted, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable.

## **12. Suspension and withdrawal**

VGW reserves the right to limit, suspend, withdraw or terminate Your access to the Website or any of its features. VGW:

(a) does not guarantee that the Website, or any Content, will always be available or uninterrupted; and  
(b) may suspend, withdraw, or restrict the availability of all or any part of the Website for business and operational reasons. We will try to give You reasonable notice of any suspension or withdrawal.

## **13. Amendments**

13.1. VGW may amend these Terms from time to time.

13.2. Where VGW amends the Terms, the amended Terms will be published on the Website.

13.3. You agree that it is Your responsibility to check for updates to VGW's Terms and that Your continued use of the Website indicates Your acceptance of the amendments.

13.4 These Terms, in effect as of the last modified date stated below, supersedes and replaces any and all Terms previously in effect.

## **14. Governing law**

These Terms are to be governed by and construed in accordance with the laws of the State of Western Australia. You irrevocably agree to the exclusive jurisdiction and venue of the state and federal courts located within the State of Western Australia with respect to any litigation arising out of the breach of enforcement of these Terms.

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