

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING AND USING THIS WEBSITE YOU WILL BE DEEMED TO HAVE ACCEPTED AND AGREED TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE THEN YOU MUST NOT ACCESS OR USE THIS WEBSITE.

## 1. About this website

This website [www.melbournenow.com.au](http://www.melbournenow.com.au) is operated by Destination Melbourne Limited (“we”, “us” or “our”). These terms of use (“**Terms of Use**”) apply to your use of this website and the information, documents, logos, graphics, images, photographs, videos and other material (“**Material**”) available on this website. These Terms of Use include this website's [Privacy Policy](#) and any other terms and conditions which appear on this website. You must at all times comply with these Terms of Use and all applicable laws when using this website.

## 2. Use of website

You may only use this website for its intended purpose in accordance with these Terms of Use. You must not: (i) copy, reproduce, adapt, modify, distribute, republish, resell, download, display, communicate or transmit in any form or by any means any Material available on this website except to the extent permitted by these Terms of Use; (ii) interfere with or disrupt the use of this website by other users; (iii) interfere with or breach any security or authentication measures of this website; (iv) use data mining, screen scraping or similar technologies to extract data from this website without our prior written approval; (v) use this website to distribute any virus or other harmful code; (vi) use this website to engage in any fraudulent or illegal activity or any other activity that we determine in our sole discretion to be inappropriate or unsuitable; or (vii) use any Material available on this website for any commercial purpose without our prior written approval except to the extent permitted by these Terms of Use.

## 3. Registration

You must register to make a booking for an activity, event, accommodation, travel or any other service or product (“**Product**”) offered by a provider (“**Provider**”) through this website. By registering to use this website you: (i) represent and warrant that you are capable of entering into a legally binding agreement with us; and (ii) consent to receiving from us communications relating to your use of this website. You must ensure that all of the information which you provide to us when registering to use this website is accurate, complete and up to date. You must promptly update any information which you have provided to us upon becoming aware that the information is inaccurate, incomplete or out-of-date. You must not provide us with any personal information about another person unless you have obtained that person's express consent and notified that person of the details required by all applicable privacy laws.

## 4. Login and password details

You must at all times keep secure your login and password details for this website. You are solely responsible for all use made of this website (including, without limitation, any bookings made) when a person logs in using your login and password details. You must not access this website using another user's login and password details without that user's express consent. You must immediately notify us if you suspect or become aware that another person has made or may make unauthorised use of your login and password details and immediately change your password.

## 5. Product bookings

We act as an agent of the Provider in respect of each Product of the Provider which is offered through this website. When you use this website to make a booking for a Product: (i) a contract will be formed

directly between you and the Provider of the Product; and (ii) the Provider will be solely responsible for providing you with the Product including, without limitation, confirming the booking details with you and providing you with any necessary receipt, voucher or other documentation in respect of your booking. If you do not receive confirmation of a booking which you have made for a Product through this website then you should contact the Provider directly to confirm your booking details.

## **6. Booking terms and conditions**

A booking which you make for a Product through this website is subject to: (i) these Terms of Use and the applicable terms and conditions of the Provider to the extent not inconsistent with these Terms of Use; (ii) any applicable requirements or restrictions notified by the Provider at any time; and (iii) the right of the Provider to supply a product of a similar standard and quality acceptable to you or, at your election, refund all monies paid by you less any applicable fees where the Provider is unable to supply a Product for which you have made a booking through this website.

## **7. Product prices**

The purchase price of a Product offered on this website is: (i) shown in Australian dollars and includes goods and services tax unless otherwise specified; and (ii) subject to change without notice being determined by the Provider. A booking which you make for a Product may not be confirmed until you have made full payment for the Product.

## **8. Transfers, replacements, extensions, variations, cancellations and refunds**

If you wish to transfer, replace, extend, vary, cancel or obtain a refund for a booking for a Product which you have made through this website then you must contact the Provider directly. Where the Provider allows the transfer, replacement, extension, variation, cancellation or refund of a booking for a Product then it will be subject to any applicable terms and conditions of the Provider. We are unable to transfer, replace, extend, vary, cancel or provide a refund for a booking for a Product as this is the sole responsibility of the Provider. We are not responsible for any loss, damage, cost, charge or expense directly or indirectly arising out of, or in connection with, any failure or refusal by a Provider to transfer, replace, extend, vary, cancel or provide a refund for a booking for a Product which you have made through this website.

## **9. Inquiries and complaints**

If you have an inquiry or complaint in respect of a Product offered through this website, or a booking which you have made for a Product through this website, then you should contact the Provider directly. The Provider is solely responsible for dealing with any inquiry or complaint about its Product offered through this website.

## **10. Intellectual property rights**

All intellectual property rights (including, without limitation, copyright and trade mark rights) and other rights in the Material and this website are owned or licensed by us. If you download or print any of the Material then you must ensure that the Material is appropriately attributed to us unless otherwise stated on this website. You grant us an irrevocable, perpetual, non-exclusive, royalty-free, world-wide licence (including the right to sub-licence) to use, copy, modify, display, distribute and communicate to the public for any purpose relating to this website any suggestions, ideas, or feedback which you make available to us in connection with this website.

## **11. Websites links**

You use any external website linked to from this website at your own risk and subject to its terms of use. You may link to this website provided that the link accurately indicates that it is to this website

and we have not requested you to remove the link where we have determined in our sole discretion that it is misleading or otherwise inappropriate. If you do not immediately comply with a request by us to remove a link to this website then you must indemnify us against any and all costs, charges or expenses (including, without limitation, legal costs on a full indemnity basis) that we incur in having any such link removed.

## **12. Disclaimer**

You use this website solely at your own risk on an “as is” and “as available” basis. We may update this website at any time without notice to you which may affect your ability to use this website. We do not make any representation or give any warranty in respect of this website including, without limitation, any representation or warranty that: (i) any Material available on this website is accurate, complete or current; (ii) this website will be available at any time; (iii) this website will be free from viruses or other harmful code; (iv) your use of this website will be error-free or uninterrupted; or (v) any information which you provide to us over the Internet will be secure. We do not approve, endorse or sanction any Product offered through this website unless otherwise expressly stated.

## **13. Exclusion of implied terms**

To the full extent permitted by law any condition or warranty which would otherwise be implied (whether by any law or otherwise) in these Terms of Use is expressly excluded including, without limitation, any warranties of merchantability, fitness for a particular purpose or non-infringement of any third party's rights. Where any condition or warranty is implied (whether by any law or otherwise) in these Terms of Use which cannot lawfully be excluded then our liability for any breach of such condition or warranty will be limited to the full extent permitted by law.

## **14. Limitation of liability**

To the full extent permitted by law we will have no liability (whether in contract, in tort, under statute or in any other way and whether due to negligence or any other cause) to you for or in respect of any and all claims, actions, demands, proceedings, losses, damages, costs, charges, expenses and liabilities of any kind or nature whatsoever (including, without limitation, consequential, special or indirect losses, damages, costs, charges, expenses or liabilities) directly or indirectly arising out of, or in connection with, your use of this website or any booking which you have made for a Product through this website.

## **15. Indemnity**

To the full extent permitted by law you agree to indemnify us from and against any and all claims, actions, demands, proceedings, losses, damages, costs, charges, expenses and liabilities of any kind or nature whatsoever (including, without limitation, legal costs on a full indemnity basis) directly or indirectly arising out of, or in connection with: (i) any breach by you of these Terms of Use; or (ii) your use of this website.

## **16. Termination and suspension**

We may at any time terminate or suspend your use of this website without notice for any reason including, without limitation, if you breach these Terms of Use. If these Terms of Use are terminated for any reason any provision of these Terms of Use which is capable of having effect after such termination will survive and remain in full force and effect following such termination. The termination of these Terms of Use for any reason does not extinguish or otherwise affect any of our accrued rights or remedies under these Terms of Use.

**17. Entire agreement and amendments**

These Terms of Use constitute the entire agreement between you and us in connection with their subject matter. We may in our sole discretion amend these Terms of Use at any time by publishing amended Terms of Use on this website. By continuing to use this website after amended Terms of Use have been published on it you accept and agree to be bound by such amended Terms of Use. You are responsible for reviewing the most recent version of these Terms of Use before using this website.

**18. Assignment and transfer**

You may not assign or otherwise transfer any of your rights or obligations under these Terms of Use without our prior written approval. We may at any time by notifying you: (i) assign or otherwise transfer our rights and obligations under these Terms of Use to a purchaser of all or part of this website or our business; and (ii) provide to that purchaser any and all Material which you have made available to us in connection with this website including, without limitation, personal information.

**19. Waiver and severability**

Any failure by us to exercise any right or remedy under these Terms of Use will not constitute a waiver of that right or remedy or any other right or remedy. If any provision of these Terms of Use is invalid or unenforceable for any reason that provision will be deemed to be severed from these Terms of Use without affecting the validity of the remaining provisions.

**20. Governing law and jurisdiction**

These Terms of Use are governed by and construed in accordance with the laws of the State of Victoria, Australia. The courts of the State of Victoria, Australia will have exclusive jurisdiction in respect of any dispute arising out of, or in connection with, these Terms of Use. We do not make any representation or give any warranty that this website or the use of this website complies with the laws of any country outside Australia. If you access this website from a country outside Australia then you are solely responsible for complying with the laws of that country.

*These Terms of Use are effective as of 31<sup>st</sup> August 2015*