

# Bloodstock Auction Website Terms of Use

This website <http://www.bloodstockauction.com/> (the **Site**) is operated by **Bloodstock Auction Pty Ltd (ACN 168 939 786)**. In these terms and conditions, the expressions “we”, “us” and “our” are a reference to Bloodstock Auction Pty Ltd (ACN 168 939 786).

If you use this Site, you are agreeing to be bound by the terms and conditions listed below and any other laws or regulations which apply to this Site. If you do not accept these terms and conditions, you must refrain from using this Site.

We reserve the right to amend these terms and conditions from time to time. Amendments will be effective immediately upon notification on this Site. Your continued use of this Site following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

## **Intellectual property rights statement**

All intellectual property rights in this Site, including design, text, graphics, logos, icons, sound recordings and all software relating to this Site belong to or are licensed by us. These intellectual property rights are protected by Australian and international laws.

You may not in any form or by any means copy, adapt, reproduce (other than for the purpose of viewing the Site in your browser), store, modify, distribute, print, upload, display, perform, remove any credits, publish post frame within another website or create derivative works from any part of this Site or commercialise any information obtained from any part of this Site without our prior written permission or, in the case of third party material, from the owner of the intellectual property rights in that material.

## **Registered User only areas**

Certain parts of this Site are accessible by registered Users only. To become a registered User you must complete a registration form and

agree to the [Bloodstock Auction Terms and Conditions](#) .

### **Third Party Content and Linked websites**

This Site may contain third party content and links to other websites. This content and links are provided for convenience only and may not remain current or be maintained.

To the extent permitted by law, we exclude any warranty that any third-party content or websites referred to or linked from this Site is accurate, complete or up to date, and makes no performance warranty whatsoever concerning anything on or implied from them.

We expressly exclude responsibility for the content or privacy practices associated with linked websites.

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### **Secure data**

Unfortunately, no data transmission over the internet can be guaranteed as totally secure. We do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information that you transmit to this Site is transmitted at your own risk. If you become aware of any problems with the security of the data or the Site, please contact us immediately.

### **Warnings**

You must ensure that your access to this Site is not illegal or prohibited by laws which apply to you.

We do not warrant the accuracy, adequacy or completeness of the information, nor do we undertake to keep this Site updated.

The information on this Site is not, and is not intended to be, advice. You should not act or refrain to act on the basis of any of the material on this Site without first satisfying yourself as to the truth or accuracy of all information given.

We do not accept responsibility for loss suffered as a result of reliance by you on the accuracy or currency of information contained on this Site.

You must take your own precautions to ensure that the process that you employ for accessing this Site does not expose you to the risk of viruses, malicious computer code, or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this Site or any linked website.

While we will endeavour to ensure that the Site is accessible at all times, you acknowledge and agree that the Site may experience interruptions and access difficulties from time to time and that we will not be liable if the Site is unavailable at any time or for any period.

### **User Warranties**

You warrant that you will not:

- . (a) use this Site for any illegal purpose;
- . (b) use anything on this Site for or in connection with any business or enterprise (whether for profit or otherwise) that is in competition with our business or Site;
- . (c) damage, modify, interfere with, disrupt or destroy the files, data, passwords, devices or resources that belong to us or do anything that compromises the security of the Site.

### **Limitation of liability**

We are not liable for any loss or damage, however caused (including, but not limited to, by our negligence) suffered by you in connection with this agreement or your use of this Site.

If the *Competition and Consumer Act 2010* (Cth) or any other legislation states that there is a guarantee in respect of goods or services supplied,

and our liability for breach of that guarantee may not be excluded but may be limited, our liability for such breach is limited to, in the case of a supply of goods, replacing the goods or supplying equivalent goods or repairing the goods, or in the case of supply of services, supplying the services again or paying the cost of having the services supplied again.

### **Indemnity**

You agree to indemnify us for all damages, losses, penalties, fines, expenses and costs (including legal costs) which arise out of or relate to your use of this Site, any information that you provide to us via this Site or any damage that you may cause to this Site. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trade mark infringement and breaches of the *Competition and Consumer Act 2010* (Cth).

### **Access**

Access to all or part of this Site may be withdrawn at any time without notice. These terms and conditions will survive any such withdrawal.

### **Governing law and jurisdiction**

If a dispute arises regarding these terms of use, the laws of New South Wales, will apply. In relation to any such dispute, you agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

If you access this Site in a jurisdiction other than New South Wales, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply.