



## Save Our Marine Life Terms and Conditions

These Terms of Access and Use relate to the Save Our Marine Life website, the [saveourmarinelife.org.au](http://saveourmarinelife.org.au) website and any other website that is part of the Save Our Marine Life website including, without limitation, any website that is owned or operated by or on behalf of the **Conservation Council of Western Australia** and any website available through the [saveourmarinelife.org.au](http://saveourmarinelife.org.au) domain name and any sub-domains related (collectively referred to as “this Website”).

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This Website may only be used in accordance with the following terms and conditions (these “Terms of Access and Use”). In these Terms of Access and Use we refer to the person who accesses or uses this Website as either “you” or “your”, as the context may require.

### Access and Use

1. Your access to and use of this Website and the Materials is conditional on your acceptance of these Terms of Access and Use. If you do not accept these Terms of Access and Use you must immediately cease all access or use of, and desist from any future access or use of, this Website. **YOUR ACCESS OR USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF ACCESS AND USE.**
2. If you have purchased a license, subscription or otherwise entered into an agreement with The Campaign Team the terms and conditions of your access and use of this Website shall also be governed by the terms of that agreement. Where there is an inconsistency between that agreement and these Terms of Access and Use, that agreement shall prevail.
3. By accessing, or by continuing to access, this Website you acknowledge and agree that you are bound by these Terms of Access and Use without any restrictions, alterations or amendments whatsoever.

### Privacy

1. In order to protect your right to privacy, we have developed this Privacy Policy. **Our Privacy Policy explains:**
  1. how we collect and use your personal information;
  2. your right of access to your personal information;
  3. your right to inspect and, where necessary, correct the personal information that we hold about you;
  4. your right to have your privacy complaints investigated and resolved; and
  5. your right to have your personal information protected from misuse or unauthorised access.
2. The Campaigns Team will take reasonable steps to protect the privacy of the personal information that we collect and use. Our Privacy Policy sets out how we intend to do so. This policy applies to all users of this Website who provide us with their personal information. This policy does not apply to employees of The Campaigns Team who provide us with their personal information.
3. Personal information is any information that can be used to identify you. This includes any personal information or opinions about you, whether true or not, no matter how the information or opinions are recorded.
4. We collect personal information from users of this Website in order to provide those users with certain services or functionality in areas of this Website. We may restrict access to certain areas of this Website only to users who have provided personal information. Below are some examples of what information we commonly collect:
  1. Personal details, like name or date of birth



2. Contact details
  3. Payment information for donations
  4. Interests and opinions
  5. Online activity
  6. Your support for our work, like signing a petition, hosting an event or participating in activities
  7. Other areas of our work you might be interested in supporting
  8. Your communication preferences
  9. Conversations by phone or email with the Campaigns Team staff, volunteers and contractors.
5. In most cases, we'll ask you for this information directly (for example asking you to complete a donation coupon, or sending you a survey), however some information is collected automatically (like online activity by visitors to our website) or from another source (like updating mailing addresses from Australia Post, information that is listed in public directories, or obtaining details for potential future supporters from like-minded organisations or third-party suppliers).
  6. You are not obliged to give us your personal information. However, if you choose not to provide The Campaigns Team with your personal details we may not be able to provide our services to you and may not allow you to access certain areas of this Website.
  7. The personal information that we collect and hold usually falls into the following categories:
    1. when you visit the publicly available parts of this Website, The Campaigns Team or the Website Hosting Provider used by The Campaigns Team may collect your IP address, your top level domain name, the date and time of your visit, the pages you access, the previous website you visited and the type of web browser you use;
    2. we may record your e-mail address if you undertake any of the services provided on the Website; or
    3. We will not use your personal information for any purpose which is not related to a service we provide to you or to the functionality of this Website. We will not use your personal information in a manner contrary to this policy. We will not add your email address to any mailing list unless you have given us permission to do so.
    4. We will take all reasonable steps to ensure that the personal information that we hold is accurate and up to date. If you feel that information about you is not accurate or your details have or are about to change, please inform us and, upon verification, we will correct or update your personal information (in the manner we describe below).
    5. If you would like to access any of our services on an anonymous basis please tell us. If this is possible and lawful, we will take reasonable steps to comply with your request. However, if you choose not to provide us with your personal information we are not likely to be able to provide you with the services or access to sections of this Website you require.
  8. Where possible, we collect your personal information directly from you. In some situations we collect personal information about you from a third party source. If we collect information about you in this way, we will take reasonable steps to contact you and ensure that you are aware of the purposes for which we are collecting your personal information and the organisations to which we might disclose your information, subject to any exceptions under the Privacy Act 1988 (Cth).
  9. We will use and disclose information for the primary purpose for which it was collected. We may also use and disclose personal information for purposes that are related or ancillary to the main reasons we collect it. The Campaigns Team may also be required, by law, to disclose personal information to law enforcement officers or other persons.
  10. We never disclose personal information that we collect to third parties for the purpose of allowing them to direct market their products and services unless you have given us your permission for us to do this.
  11. The Campaigns Team engages some third party contractors to perform services for us, which may involve the contractor handling personal information we hold. In these circumstances we prohibit the third party contractor from using personal information about you except for the specific purpose for which we supply it.
  12. You have a right to access your personal information, subject to certain exceptions provided for in the Privacy Act 1988 (Cth). We will provide access by allowing you to inspect, take notes of or receive copies or print outs of the personal information that we hold about you. To obtain access please make your request in writing to The Campaigns Team using the contact information provided on the Website.
  13. Access to this information will be denied if:
    1. the request does not relate to the personal information of the person making the request;
    2. providing access would pose a serious and imminent threat to the life or health of a person;



3. providing access would create an unreasonable impact on the privacy of others;
4. the request is frivolous or vexatious;
5. the request relates to existing or anticipated legal proceedings;
6. the information is subject to legal professional privilege;
7. providing access would prejudice negotiations with the individual making the request;
8. access would be unlawful;
9. denial of access is authorised or required by law;
10. access would prejudice law enforcement activities;
11. access discloses a 'commercially sensitive' decision making process or information; or
12. any other reason that is provided for in the National Privacy Principles or the Privacy Act (1988).
13. If we deny access to information we will give you our reasons for denying access.
14. We will take all reasonable steps to provide you with access to the information requested within 14 days of your request. In situations where the request is complicated or requires access to a large volume of information, we will provide access to the information requested within 30 days.
15. The Campaigns Team may charge you a fee to reimburse us for the costs we incur relating to your request for access to information.
16. We will take all reasonable steps to secure your personal information. Electronic information is protected by various security measures and access to information and databases is restricted to the staff and contractors of The Campaigns team that need access to the information in order to perform their duties.
17. Where there is a dispute about your right of access to information, or about any aspect of this Privacy Policy, this will be dealt with in accordance with our Terms of Access and Use for this Website.
18. We reserve the right to review, and if necessary, change this policy without notice to you.

## **Licence**

1. In consideration for your acceptance of these Terms of Access and Use, The Campaign Team grants you a revocable, non-exclusive, non-transferable licence to access, use and reproduce the Materials in accordance with, and subject to, these Terms of Access and Use.

## **Contents and access to sections**

1. This Website contains content and information including, without limitation, software, text, programs, interactive facilities, graphics, photographs, sounds, music and video ("Content"). Some Content may be arranged into, without limitation, documents, forms, articles and any other materials whatsoever ("Materials"). Some Content is capable of transfer or download by any person accessing this Website.
2. All Content and Materials provided on and through this Website may only be used in accordance with these Terms of Access and Use.
3. The Contents may, at the sole discretion of The Campaign Team from time to time, include Materials that have been created by or for third parties. All such Materials are reproduced on this Website for your information and convenience only and are not intended to replace or be used in substitution for information or materials provided by their authors, creators or publishers.
4. For the avoidance of doubt, the Privacy Policy must be read in conjunction with, and form part of, these Terms of Access and Use. In the event that there is any inconsistency between these Terms of Access and Use and the Privacy Policy, these Terms of Access and Use shall prevail to the extent of that inconsistency.

## **Your uploaded submissions**

1. This Website may provide facilities whereby you can submit, transfer or upload information, comments, text or other content to this Website ("Your Submissions").
2. In these Terms of Access and Use the expression "Moral Rights" has the meaning given to it in the Copyright Amendment (Moral Rights) Act 2000 (Cth) and includes rights of integrity of authorship,



rights of attribution of authorship and similar rights that exist or may come to exist anywhere in the world.

3. You represent, warrant and guarantee to The Campaign Team that you own or have all necessary or desirable licences, rights, permissions and consents (including, without limitation, the consent of the author of any works in relation to the doing of all acts or any omissions by The Campaign Team to Your Submissions which might otherwise infringe the Moral Rights of that author in any or all of, or any part of, Your Submissions) to use and authorise The Campaign Team to use all intellectual property and all other proprietary rights in and to Your Submissions so as to enable use by The Campaign Team of Your Submissions in the manner facilitated or contemplated by this Website and these Terms of Access and Use.
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5. You agree, acknowledge and warrant that:
  1. Your Submissions shall not contain any material that is subject to copyright or any other third party proprietary rights including, without limitation, rights in relation to trade secrets, privacy or publicity unless you are the owner of all of those rights or have authorisation from the rightful owner of those rights to transfer or upload that material to this Website and to grant The Campaign Team a licence to use and display that material on the terms contemplated by these Terms of Access and Use;
  2. The Campaign Team may remove Your Submission or make, or arrange to have made, any modifications or amendments to Your Submissions whatsoever, in the sole discretion of The Campaign Team, from time to time and whether or not Your Submissions breach any of these Terms of Access and Use;
  3. you consent to any acts or omissions by The Campaign Team (whether occurring before or after this consent is given) in relation to all Your Submissions created or developed by you where you are the 'author' of Your Submissions, which might otherwise infringe your Moral Rights in any or all of, or any part of, Your Submissions;
  4. The Campaign Team may retain, for any use whatsoever, a reproduction of Your Submissions after you have deleted Your Submissions from this Website; and
  5. The Campaign Team may, at the sole discretion of The Campaign Team:
    1. modify or amend Your Submissions including, without limitation, by replacing words or phrases in Your Submissions with any other words or phrases that The Campaign Team considers, at the sole discretion of The Campaign Team, to be suitable; and
    2. publish, republish or refuse to publish or reproduce, Your Submissions on this Website, any other website or in any other material form whatsoever.
    3. breach or be contrary to the rules, as published from time to time at the sole discretion of The Campaign Team on this Website;
    4. contain words or expressions that are, in the opinion of The Campaign Team, inappropriate for this Website or contrary to published rules;
    5. contain any racist, defamatory, pornographic or threatening material;
    6. depict acts of violence or unlawful acts, encourage the inappropriate use of alcohol, spread hatred against any person or group, vilify any person, people or religion, or, in the reasonable opinion of The Campaign Team, cause offence or harm to any person or group of people;
    7. offer any contest, giveaway, lottery without the prior written consent of The Campaign Team;
    8. contain any commercial communications unless expressly authorised by The Campaign Team;
    9. contain any virus, worm, Trojan-horse or any other malicious code whatsoever;
    10. solicit information from any other person for any inappropriate reason including, without limitation, to access the account of any other person or to engage in any unlawful or improper conduct in relation to that person or any other person whatsoever;



11. do, or aid, abet or solicit the doing of, anything unlawful including, without limitation, the breach of these Terms of Access and Use; or
12. mislead, misinform or deceive any person.

## **Intellectual property rights and licence**

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  3. re-transmission of the Content by any medium of communication;
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  5. “framing” the material on this Website with other material on any other WWW site or location, on-line service or bulletin board.
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  1. decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from this Website or the Content;
  2. use any network monitoring or discovery software to determine the site architecture, or extract information about usage, individual identities or users;
  3. use any software, device, or manual process to monitor or copy this Website or the Content without The Campaign Team’s prior written permission. Any unauthorised use of this Website or its Content is prohibited. Without limiting the generality of this clause you must not cache the Content of this Website without the consent of The Campaign Team;
  4. use any Content, or this Website, to cause offence, harm, injury, hurt, damage or loss of any kind whatsoever to The Campaign Team or to any other person;
  5. use any Content, or this Website, in a manner that is, in the reasonable opinion of The Campaign Team, defamatory, racist, pornographic, or that depicts acts of violence or unlawful acts, or that may spread hatred against any person or group, or that vilifies any person, people or religion, or that may cause offence or harm;
  6. modify, mimic or copy:
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    2. any computer software or code contained in this Website.

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  2. the Materials or this Website expressly provide that those copyright or trade mark notices are not to be removed.
2. If you wish to use the Content for any other purpose you must first purchase a license from The Campaign Team that permits that form of use. In this:
  1. non-commercial use means use that is not for monetary reward; and
  2. use for monetary reward includes, without limitation, use for sale, resale, loan, transfer, hire or other form of commercial use.



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2. In relation to External Web Sites, which are linked to this Website, The Campaign Team:
  1. provides the link or links to External Web Sites as a convenience to you and the existence of a link or links to External Web Sites does not imply any endorsement by The Campaign Team of the External Web Sites;
  2. is not responsible for the material contained on those External Web Sites; and
  3. makes no warranties and accepts no liability in relation to material contained on those External Web Sites.

## **Disclaimers, acknowledgement and warranty**

1. You acknowledge and agree that:
  1. some of the Content is provided by users of this Website over which NDS has limited or no control;
  2. Content that has not been provided by The Campaign Team may be reviewed, edited, moderated, amended or removed by The Campaign Team, however, The Campaign Team has no duty or obligation to do so;
  3. the views expressed in the Content are not necessarily the views of The Campaign Team;
  4. the expression of a view does not imply endorsement of a product or service;
  5. the information contained in the Content may be out of date;
  6. you must not rely on any of the Content without first making independent enquiries to verify facts;
  7. in the event that you are unable to conveniently access the Website or Content, The Campaign Team has no obligation whatsoever to make available the Website or Content to you; and
  8. in making this Website and Content available to you for you to access and use, The Campaign Team is relying on your acceptance of, and agreement to, these Terms and Conditions of Use.
2. This Website is provided on an ‘as is, as available’ basis.
3. You agree that:
  1. the Website or Content, or both, may not be accessible, or in a form that is conveniently accessible, by you; and
  2. the Website may be interrupted for maintenance and repairs, or for any other reason and that access to any Content cannot be, and is not, guaranteed.
4. To the fullest extent permitted by law, The Campaign Team disclaims any and all express or implied warranties, guarantees or representations regarding:
  1. the accuracy, reliability, timeliness or otherwise of any information contained or referred to on this Website, the Content, the Materials or on any External Web Sites; and
  2. the merchantability, reliability or fitness for any particular purpose for any service or product contained or referred to on this Website, the Content, the Materials or on any External Web Sites.
5. You acknowledge and agree that The Campaign Team does not warrant, guarantee or make any representation that:
  1. this Website, the Content, the Materials, or the server that makes this Website available on the Internet are free of software viruses;
  2. the functions contained in any software contained on this Website or the Content will operate uninterrupted or are error-free; or that
  3. errors or defects in this Website or the Content will be corrected.

## **Liability**

1. The Campaign Team shall not be liable, under any circumstances, for any loss of profits or any damages of any kind recognised by law (even if The Campaign Team has been advised of the possibility of such loss of profits or damages) which are the consequence of you:



2. acting, or failing to act, on any information contained on or referred to on this Website, the Content, the Materials or any of the External Web Sites; or
3. using or acquiring, or your inability to use or acquire, any service or product contained or referred to on the Website, the Content or any External Web Sites.
4. You agree that The Campaign Team is not liable to you for:
  1. errors or omissions in the Website, the Content, the Materials or on External Web Sites;
  2. delays to, interruptions of or cessation of the services provided in the Website, the Content, or External Web Sites; or
  3. defamatory, offensive or illegal content on the Website, the Content or the Materials, whether caused through negligence of The Campaign Team, its employees, agents or independent contractors, or through any other cause.
5. You agree to accept the full cost of any necessary repair, correction or maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing this Website or the Content.

## **Indemnity**

1. You will at all times indemnify, keep indemnified, defend and hold harmless The Campaign Team and its respective officers, employees and agents (referred to below as “Those Indemnified”), from and against any cost, expense, fee, loss or damage (including reasonable legal costs and expenses) or liability incurred by any of Those Indemnified arising from any claim, demand, suit, action or proceeding by any person against any of Those Indemnified where such loss or liability arose out of, in connection with or in respect of:
  1. your actions, inaction or negligence;
  2. any breach of these Terms of Access and Use by you;
  3. a breach of a warranty given by you under these Terms of Access and Use; or
  4. your use of or reliance on the Materials, the Content or any materials, services or information supplied to you under these Terms of Access and Use.

## **Confidentiality and use of information provided by you**

1. You agree that The Campaign Team may collect and use information that you provide to The Campaign Team (if any). You also agree that The Campaign Team may store certain information on your computer including, without limitation, cookies, that assists or enables The Campaign Team to provide access to this Website.
2. The Campaign Team will treat as confidential information any information provided to this Website by you (if any). The Campaign Team will not disclose confidential information to any third party except where the third party is either contracted or licensed to The Campaign Team to assist The Campaign Team in fulfilling its obligations under these Terms of Access and Use or providing access to this Website.
3. If you purchase products or services from The Campaign Team then you agree that The Campaign Team may disclose the material or information provided by you under these Terms of Access and Use to third parties for the purpose of providing you with the additional products or services or related products or services.

## **Termination of access**

1. The Campaign Team may terminate access to the Website at any time without giving any explanation or justification for the termination of access, and The Campaign Team has no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.
2. The Campaign Team will consider and, at its sole discretion, determine whether or not, and on what terms, a refund of any fees you have paid (if any) to The Campaign Team may be payable to you.

## **General**



## SAVE OUR MARINE LIFE

1. The disclaimers, limitations on liability and indemnities in these Terms of Access and Use continue despite termination of the licence granted or discontinuation or suspension of your access to this Website.
2. The Campaign Team's failure or delay to exercise a power or right does not operate as a waiver of that power or right. A waiver is not effective unless it is in writing. A single or partial exercise or waiver of a right under these Terms of Access and Use does not prevent any other exercise of that right, or the exercise of any other right.
3. **You agree that The Campaign Team may, at the sole discretion of The Campaign Team, amend, vary or replace these Terms of Access and Use from time to time without notification to you.**