

# TERMS OF SERVICE

## FANS

This Site is provided by Audience Republic Pty Ltd (ABN: 96 606 311 095) (**Company, we, us and our**).

The Site is a platform through which Event Promoters or Brands (each a **Promoter**) are able to create Competitions (**Competitions**). Under a Competitions the Promoter offers merit-based rewards of different types and levels to registered users of the Site (**Fans**) for the purpose of marketing events promoted by the Promoter and encouraging Fans' activities.

These terms of service govern use of our Site (<http://www.audiencerepublic.com>, <http://arep.co>)

By registering as a user of our Site, you agree to be bound by these terms of service.

If you successfully register as a Fan to our Site, you will have the right to use those features of the Site.

When a Promoter creates Competition, and invites you participate in that Competition, the Promoter is making an offer to each of those Fans that is capable of acceptance by the Fan participating in the Competitions.

Promoters are wholly responsible for fulfilling obligations both implied and expressly stated in any Competitions they create – including the delivery of any promised rewards.

Utilisation of rewards will be subject to any further conditions by the provider of the rewards.

For some rewards, the Promoter may need further information from you, entitled to it (eg a mailing address or shirt size), to enable the Promoter to deliver the reward. Until the Promoter has the required information, the Promoter's obligations in respect of delivery of the reward are suspended.

The Promoter must make all reasonable efforts to obtain any further required information. Fans acknowledge that they may not receive promised rewards until the required information has been provided to the Promoter.

We do not oversee and do not guarantee the performance by a Promoter or a Fan of their obligations to the other in respect of a Competitions.

Each Competitions will be also subject to its own separate set of terms of service, which will be provided by the Promoter to the Fan when the Fan applies to participate in a Competitions. The Competitions terms of service are in addition to these terms of service.

We are under no obligation to become involved in disputes between you or Promoters.

We reserve the right to reject, terminate or suspend a Competitions at any time and for any reason. If we do so, we are not liable for any damages that result from our doing so.

We are not liable for any damages or loss incurred related to rewards or any use of the Site.

## **Use of our Site**

You may view our Site without being a registered user. You do this by completing the sign-up form on our Site and agreeing to comply with these terms of service.

We reserve the right, in our sole discretion, to reject your application to use our Site.

When you decide to register to use our Site using your Facebook credentials, we may automatically create an account using your Facebook credentials and allow us to access these via Facebook Connect.

You consent to all Facebook Permissions to allow us to receive your information and to take all necessary actions via Facebook Connect.

## **Your Responsibilities**

You promise us that your registration details are true, accurate and complete when you submit them and that you will keep them up to date.

You must comply with any acceptable use or other policy published by us on our Site.

You must not:

- use a false email address, impersonate others or misrepresent your affiliation with others;
- interrupt or attempt to negatively impact or alter the operation of our Site in any way;
- use our Site or any of the materials made available through our Site in a way that violates applicable laws, that violates the intellectual property or other rights of us or others, or that is fraudulent, obscene, unprofessional, offensive, misleading or defamatory; or
- modify, reproduce, display, publish, distribute, copy, transmit, perform, license, create derivative works from, transfer, or sell or re-sell any information, content, software, or materials obtained from or made available through our Site, other than in accordance with these terms of service.

## **Our Responsibilities**

We are responsible for ensuring that our Site is suitable for the purposes for which it is made available to you.

We will, to the best of our ability, ensure our Site is available for access at all times but are not responsible if you are not able to access our Site as a result of (i) us undertaking preventative or remedial maintenance or (ii) as a result of any circumstances beyond our control.

## **Hyperlinks**

Our Site contains links to other websites. These are provided for convenience only. We take no responsibility for the content and maintenance of, or privacy compliance by, any linked site. Any link to another site does not imply our endorsement, support, or sponsorship of the operator of that site nor of the information and/or products which they provide.

## **Monitoring your use of our Site**

We reserve the right to monitor your use of our Site for the purpose of ensuring that our Site

is functioning as we intended and that you are complying with these terms of service.

### **Limitation of Liability**

To the extent permitted by the law of Australia, any guarantees, conditions or warranties which would otherwise be implied into these terms of service are excluded.

To the full extent permitted by the law of Australia, our liability for our breach of any guarantee, condition or warranty is limited to the supply of our Site again or payment of the costs of having our services supplied again.

We accept no liability for any loss caused in whole, or in part, by your misuse, abuse or improper application of our Site.

We accept no liability for any loss of business opportunities, loss of profit, loss of business information, loss of reputation or goodwill or any other business interruption suffered by you as a result of your use of our Site.

### **Confidentiality and Privacy**

When you become a Fan of our Site you will be asked to provide some personal information.

While we take reasonable steps to preserve the security of your information, please be aware that we cannot guarantee your use of the Site will be confidential and we cannot guarantee that any information you provide to us is perfectly secure.

Our Privacy Policy <http://www.audiencerepublic.com/privacy> explains how we deal with your personal information that you provide to us or of which we become aware

### **Feedback**

If you wish to make any comments about our Site or please do so by submitting a by sending an email to [feedback@audiencerepublic.com](mailto:feedback@audiencerepublic.com).

### **Changes to these Terms of service**

We reserve the right to change these terms of service at any time. If you use our Site following any amendment to these terms of service, you will be taken to have agreed to comply with the terms of service as changed.

We will take reasonable steps to let you know about any changes but you should also keep track of whether changes have been made to this policy by referring to the date of publication at the end of this page.

### **Termination**

Your right to use our Site will continue until it is terminated by the Company.

We reserve the right to suspend or terminate your right to use of our Site if, at any time, you breach these terms of service.

### **General**

If any provision in these terms of service is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary, the invalid provision will be deleted from these terms of

service and the remaining provisions will remain in full force and effect.

These terms of service are to be governed by and construed in accordance with the laws of New South Wales and any claim made by either party against the other which in any way arises out of these terms of service will be heard in New South Wales. You agree to submit to the jurisdiction of the courts in New South Wales.

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