



WEBSITE TERMS OF USE

Australia

Welcome to the St Jerome's Laneway Festival website (www.lanewayfestival.com and com.au) (**Website**).

Your use of our Website is governed by these terms and conditions and our [Privacy Policy](#) and is conditional upon your acceptance of, agreement to and compliance with our Website Terms of Use. We reserve the right to amend, update or change our Website Terms of Use at any time and if we do we'll post any changes on our Website.

1. Our Rights

1.1 We reserve the right to:

- (a) modify or withdraw, temporarily or permanently, the Website (or any part of it) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
- (b) change these Conditions from time to time. Your continued use of the Website (or any part of it) following such change shall be deemed to be your acceptance of such change. We will provide notice on the Website prior to and after any change; and/or
- (c) monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints relating to the Website and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

1.2 We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website because of a failure, suspension or withdrawal of all or part of the Website for any reason.

2. Your Rights

2.1 You will not:

- (a) use the Website (or any part of it) for any illegal purpose and you shall use it in accordance with all relevant laws;
- (b) upload or transmit through the Website:
 - (i) any malicious malware, ransomware, spyware or software or anything designed to interfere with, interrupt or disrupt the normal operating procedures of a computer; or
 - (ii) any material which is defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety; or

- (iii) any material that advertises, promotes, endorses, markets (directly or indirectly) any third party commercial provides, services, solutions or other technologies;
 - (c) use the Website in a manner which:
 - (i) may cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired; or
 - (ii) violates or infringes the rights of any person, firm or company (including, but not limited to, intellectual property rights, rights of confidentiality or rights of privacy);
 - (d) create or publish a hypertext link to any part of the Website or attempt any unauthorised access to any part or component of the Website;
 - (e) copy or distribute any part of the Website in any medium without our prior written consent; or
 - (f) alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose.
- 2.2 You agree that in the event that you have any right, claim or action against any end user of the Website arising out of that end user's use of the Website, then you will pursue such right, claim or action independently of and without recourse to us.
- 2.3 You may only use the Website for your personal and non-commercial use.

3. Intellectual Property In Content On Our Website

- 3.1 The content of our Website, including copyright works, text, material, software, images, applications (including any email application), graphics, advertisements, downloads, e-cards, sound recordings, databases, cinematographic films, photographs, streaming audio, streaming video, animations, website designs, trade marks (whether registered or unregistered) and source code (together **Content**) is owned by us and/or our licensors. All rights are reserved.
- 3.2 Other than as permitted under the *Copyright Act 1968 (Cth)* or as otherwise provided for below, no part of our Website may in any form or by any means be reproduced, adapted, stored in a retrieval system or transmitted, broadcast or communicated without our prior written permission.
- 3.3 Provided you keep all Content intact, we grant you permission to do the following with the Content on our Website:
- (a) temporarily download the Content for your personal, non-commercial use in viewing the Content on our Website.
 - (b) print hard copies of the Content for your personal information, but not commercial use.
- 3.4 We reserve all rights not expressly granted.
- 3.5 The Content has been carefully compiled from sources believed to be reliable, but all Content is provided on the basis that we do not warrant or guarantee and accept no responsibility for the accuracy or completeness from time to time of any Content for any purpose. Subject to

any statutory provision which may not be excluded by law, we will not be held liable for any damages whatsoever resulting from any action arising in connection with the use of any Content or its publication, including any action for copyright infringement, trade mark infringement or defamation.

4. Accounts

- 4.1 In order to use some parts of the Website, you may need to create an account. You must never use another Website user's account without obtaining their prior consent. You must provide full and accurate information when you create your account with us. You are solely responsible for the activity that occurs on your account, so keep your account password secure. You must notify us immediately if you are aware of any unauthorised use of your account.
- 4.2 By subscribing to become a Laneway Member you consent to us sending you emails with tour announcements, pre-sales info, special offers, competitions and news. If you don't want to receive these emails you can unsubscribe at any time. See our [Privacy Policy](#) for more details about this.

5. Trade Marks

- 5.1 St Jerome's Laneway Festival, Laneway Festival and the St Jerome's Laneway Festival logo are our registered trade marks.
- 5.2 All trade marks, product names and logos on our Website are the property of their respective owners and may not be used, copied, reproduced, distributed, republished, downloaded, uploaded, displayed, stored, published, modified, adapted, communicated or transmitted for any purpose without the prior written permission of their respective owners.

6. Links to websites from our Website

- 6.1 We provide links to websites outside of the Website. The content of these linked websites is not under our control. We do not make any warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any material on these other websites and the link is provided as a courtesy only and should not be interpreted in any way as an endorsement of any third party website. When you access third party websites you do so at your own risk. We cannot accept any responsibility for the conduct of companies linked from our Website.

7. Linking To Our Website

- 7.1 You must not link to our Website without first obtaining our prior written consent. Such consent must be signed a Company Director or General Counsel to be valid.

