

Terms and Conditions

In these terms and conditions, Beat The Heat (Vic) Inc. and its affiliates (collectively “we”, “us” and “our”) provide website features and services (collectively “Service”) to you when you visit at our website (www.btheat.org.au), hereinafter referred to as “Website”). Your contribution, access to and use of all information (“**Content**”) on this Website including purchase of our product/s and services is provided subject to the following terms and conditions.

By continue to use any of the Services, you acknowledge and fully agree to all provisions herein and fully accept the existing Services and any Services that may be derived in the future. We reserve the right to amend these terms at any time and your use of the Website following any amendments will represent your agreement to be bound by these terms and conditions as amended from time to time. We therefore recommend that each time you access our Website, you read these terms and conditions.

Site Access

You may access to this Website without our consent. Any such linking will be entirely your responsibility and at your expense. When you visit our Website, we give you a limited licence to access and use our information for personal use.

You are permitted to download a copy of the information on this Website to your computer for your personal use only provided that you do not delete or change any copyright symbol, trade mark or other proprietary notice. Your use of our content in any other way infringes our intellectual property rights. Except as permitted by applicable laws and regulations, you are not permitted to copy, reproduce, republish, distribute or display any of the information on this Website without our prior written permission. The licence to access and use the information on our Website does not include the right to use any data mining robots or other extraction tools. The licence also does not permit you to metatag or mirror our Website without our prior written permission. We reserve the right to serve you with notice if we become aware of your metatag or mirroring of our Website.

Shared Content

You are responsible for all and any Content you contribute to the Service. When you provide Content you retain ownership of the intellectual property in that information however you grant us a worldwide, non-exclusive, royalty-free licence (with the right to sublicense) to use (including copy, reproduce, adapt, modify, publish, broadcast, transmit, display and distribute) the Content in any and all media including forms not yet developed.

We reserve the right but will not have an obligation to remove or refuse to distribute any Content. We also reserve the right to adapt or modify your Content for any reason including for distribution purposes.

By posting Content on this Website, you provide us with an undertaking that such Content does not infringe the rights of someone else and that it does not violate the law in any other way such as by being defamatory, being of racist content or is threatening.

As a user, you agree to indemnify and hold us harmless from any liability, claim, action, demand, loss, costs including legal costs on a full indemnity basis and expenses arising out of or in connection with any Content you provide.

To the extent permitted by law, you release and discharge us from any liability or claim arising out of any loss or damage that may be suffered or incurred as a result of your use of our Service.

Product Descriptions

We strive to ensure that our services and products are described as accurately as possible on our Website, however we do not warrant that the description is accurate. Where we become aware of any misdescription, we reserve the right to correct any error or omission.

Images have been provided for illustrative purposes only and we do not guarantee that any image will reproduce in true colour nor that any given image will reflect or portray the full design or options relating to that product.

Hyperlinks

This Website may from time to time contain hyperlinks to other websites. Such links are provided for convenience only and we take no responsibility for the content and maintenance of or privacy compliance by any linked website. Any hyperlink on our Website to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products which they provide.

Intellectual Property Rights

The copyright to all content on this Website including applets, graphics, images, layouts and text belongs to us or we have a licence to use those materials.

All trademarks, brands and logos generally identified either with the symbols TM or ® which are used on this Website are either owned by us or we have a licence to use them. Your access to our Website does not license you to use those marks in any commercial way without our prior written permission.

Any comment, feedback, idea or suggestion (called “Comments”) which you provide to us through this Website becomes our property. If in future we use your Comments in promoting our Website or in any other way, we will not be liable for any similarities which may appear from such use. Furthermore, you agree that we are entitled to use your Comments for any commercial or non-commercial purpose without compensation to you or to any other person who has transmitted your Comments.

If you provide us with Comments, you acknowledge that you are responsible for the content of such material including its legality, originality and copyright.

Disclaimers

Whilst we have taken all due care in providing the information on our Website, we do not provide any warranty either express or implied including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose. We do not explicitly or implicitly guarantee that the Content you upload or transmit will be normally displayed or processed, nor do we guarantee the correctness of the transmitted data; if you discover a mistake or error in the system, please notify us immediately.

To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.

We also take all due care in ensuring that our Website is free of any virus, worm, Trojan horse and/or malware, however we are not responsible for any damage to your computer system which arises in connection with your use of our Website or any linked Website.

From time to time we may host third party content on our Website such as advertisements and endorsements belonging to other traders. Responsibility for the content of such material rests with the owners of that material and we are not responsible for any errors or omissions in such material.

Limitation of Liability

To the full extent permitted by law, our liability for breach of an implied warranty or condition is limited to the supply of the goods and/or services again or payment of the costs of having those goods and/or services supplied again.

We are not liable to you in contract, tort or otherwise in connection with these terms and conditions for any special, indirect or consequential damages or for any damages arising from or attributable to any failure to realize expected savings, loss of data, downtime costs, loss of use, loss of goodwill or loss of actual or anticipated revenue or profit by you.

We do not accept liability for anything contained in the post of a user or in any form of communication which originates with a user and not with Us.

We do not participate in any way in the transactions between our users.

Indemnity

By accessing our Website, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of our Website.

Force Majeure

If a Force Majeure event causing delay continues for more than 30 days, we may immediately terminate the Service without notice you. "Force Majeure" means any act, circumstance or omission over which we could not reasonably have exercised control.

Jurisdiction

These terms and conditions shall be governed by and construed in accordance with the laws of Victoria and any claim made by either party against the other which in any way arises out of these terms and conditions will be irrevocably submitted to the jurisdiction of Victoria, and you agree to submit to the jurisdiction of such court.

If any provision in these terms and conditions 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 and conditions and the remaining provisions will remain in full force and effect.

Privacy

We undertake to take all due care with any information which you may provide to us when accessing our Website. However we do not warrant and cannot ensure the security of any information which you may provide us. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.

Our compliance with privacy legislation is set out in our separate Privacy Policy.

Privacy Policy

About this Website Policy

This website policy applies to this website, which is operated on behalf of Beat The Heat (Vic) Inc. and its affiliates (we, us and our).

We commit respect and protect your privacy. This Beat The Heat Website Privacy Policy (Privacy Policy) hereunder is to inform you of our online information practices, our practices concerning the collection, storage, processing, transfer and use of personal information, and the choices available regarding the collection and use of your personal information. This Privacy Policy governs your access of our service, regardless of how you access it, and by using our service you consent to the collection, transfer, processing, storage, disclosure and other uses described in this Privacy Policy.

Unless otherwise prohibited by laws or regulation, we may provide, assign and/or transfer your information to our affiliate to collect, store, process and utilize. Any of our affiliate receives your information shall be bound by this Privacy Policy.

We reserve the rights to amend this Privacy Policy at any time; we encourage you to review this Privacy Policy from time to time as well. Any change or amendment of this Privacy Policy will be in effect from the date and time we post on our website.

Collection and use of personal information

While we do not generally require that you provide us with individually identifiable information in order to visit, access or use our website, at times we may ask you to provide us with personal information that is associated with individually identifiable information, such as your e-mail address, name, mailing address, telephone number, demographic information, or persistent identifier (such as user name and password). Providing us with personal information aforesaid allows you to use our services provided on our website. We will only collect personal information which is reasonably necessary for, or directly related to, our services, functions or activities.

Sensitive information

Sensitive information is any information about a person's racial or ethnic origin, political opinion, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual preferences or practices, criminal record or health information.

We will not ask you to disclose sensitive information, and request you DO NOT provide us with such sensitive information. Nevertheless, if you voluntarily provide sensitive information to us, such sensitive information will also be captured and stored and will be used only in accordance with this Privacy Policy.

Information from third parties

Our website also contains links to the websites of third party providers (Third Party) of goods and services (Third Party websites). If you have accessed Third Party websites through our website and if Third Party collect information about you, we may also collect or have access to that information, including but not limited to, cookies, information about your preferences or any information you have provided, as part of our arrangements with Third Party.

Please understand, any policy, disclaimer, terms and conditions and/or notification on our website are applicable to our service and/or our website only. We will not share any information you provided us directly with Third Party websites unless we have your consent. We are not responsible for any information, content or policies of Third Party websites that linked to/from our website. We encourage you to review the privacy policies posted on Third Party websites for details. We do not warrant or support any information, content or policies given on any website that is not controlled by us.

Advertising and tracking

When you view our advertisements on a Third Party website, the advertising company uses 'cookies' and in some cases 'web beacons' to collect information such as:

- the server your computer is logged onto;
- your browser type;
- the date and time of your visit; and
- the performance of their marketing efforts.

When you access our website after viewing one of our advertisements on a Third Party website, the advertising company collects information on how you utilise our website (e.g. which pages you view) and whether you complete an online application.

Cookies

We use 'cookies' to provide you with better and more customised service and with a more effective website.

A 'cookie' is a small text file placed on your computer by our web page server. A cookie can later be retrieved by our webpage servers. Cookies are frequently used on websites and you can choose if and how a cookie will be accepted by configuring your preferences and options in your internet browser.

We use cookies for different purposes such as:

- to allocate a unique number to your internet browsers;
- to customise our website for you;
- for statistical purposes;
- to identify if you have accessed a Third Party website; and
- for security purposes.

IP addresses

Your IP address is the identifier for your computer when you are using the internet. It may be necessary for us to collect your IP address for your interaction with various parts of our website.

Online applications

When you send a completed online application to us, we retain the information contained in that application. We are able to then use that information to provide any services (including but not limited to financial services) that you require.

You can also suspend and save online applications, so you can complete and send the applications at a later time. If you suspend or save your application, the information that you have entered will be retained in our systems so that you may recover the information when you resume your application. Online applications that have been suspended or saved may be viewed by us in accordance with this Privacy Policy.

Security of information

The security of your information is very important to us.

Only our limited employee and our authorized third party may access to your information on a need-to-know basis for accomplish their work. It is our policy to maintain the integrity of any information you provided in our possession. To prevent security breaches, we use several security techniques and

regularly review developments in security and encryption technologies. Unfortunately, no data transmission over the internet can be guaranteed as totally secure.

We take all reasonable steps to protect the information in our systems from misuse, interference, loss, and any unauthorised access, modification or disclosure.

If we no longer require your information, and we are legally permitted to, we will take all reasonable steps to destroy or de-identify the information.

We take reasonable steps to preserve the security of cookie and personal information in accordance with this policy. If your browser is suitably configured, it will advise you whether the information you are sending us will be secure (encrypted) or not secure (unencrypted).

Direct marketing

We will not use or disclose sensitive information about you for direct marketing purposes unless you have consented to that kind of use or disclosure.

We may use your information (other than sensitive information) for direct marketing purposes. If you do not wish to receive direct marketing communications from us or from other organisations, or wish to know the source of the information being used, you may submit a request to info@btheat.org.au. We will respond to your request as soon as practicable.

Children's Guidelines

We will NOT collect online contact information from children or juveniles (as defined by local requirements), and if we learn that we have personal information about a child or juveniles, we will delete it from our systems. We encourages parents or guardians (including other legal representatives) to spend time online with their children and to participate in their online activities. Children or juveniles are eligible to use our online sales transactions services ONLY with a parent's or guardian's consent to and payment for the transaction, or to the extent permitted by applicable law. If you are a child or a juvenile, you are required to get the permission of your parents or guardians in order to complete certain transactions on this Website.

Users from the European Union:

Where the information provided by you is transferred by our affiliates in the European Economic Area ("EEA") or Switzerland to our subsidiary or agent outside of the EEA or Switzerland, appropriate steps are put in place to provide adequate protection for the data. Please note that this Privacy Policy does not apply to data and information that you save to the cloud storage services if the data and information are stored in a server outside of Europe. In such case, you are solely responsible for and assume all risks associated with your storage of your data outside of Europe.

Users from Outside of the United States:

If you are visiting our website from outside of the United States or otherwise contacting us from outside of the United States, please be aware that your personal information may be transferred to, stored or processed in, the United States, where many of our servers are located. The data protection and other laws of the United States and other countries might not be as comprehensive as those in your country, but please be assured that we take steps to protect your privacy. By using our Service, you understand that your information may be transferred to our facilities and those third parties with whom we share it as described in this Privacy Policy.

How to Opt-Out of Our Use of Your Personal Information:

You may, at any time, opt-out of our use of your personal information by contacting us. We will remove your personal information from our database(s) as soon as reasonably possible.

Policy Governing Use; Changes to Privacy Policy:

This Privacy Policy shall be written in various languages. In the event of any inconsistency in this Privacy Policy between the English version and any other version, the English version shall prevail. The terms of this Privacy Policy will govern the use and any information collected while it is in place. We reserve the

right to change this Privacy Policy at any time and we therefore encourage you to check our website from time to time for update. Changes to this Privacy Policy are effective at the time they are posted to our website.

Your Rights and Questions:

In connection with processing of your personal data, you have certain rights:

You have the right to obtain confirmation as to whether or not your personal data is processed as well as to which personal data is processed.

You have the right to be informed of (i) the source of your personal data; (ii) the purposes and methods of the processing; (iii) the data custodian's identity; and (iv) the third-party entities or categories of entities to whom or which the personal data may be communicated.

You have the right to obtain: (i) updating, rectification or integration of your data; and (ii) erasure, anonymization or blocking of your data if processed unlawfully.

You have the right to object, in whole or in part (i) on legitimate grounds, to the processing of your personal data, even though the data is relevant to the purpose of the collection; and (ii) to the processing of your personal data, where it is made for the purpose of sending advertising materials or direct selling, or else for the performance of market or commercial communication surveys.

For any questions or comments regarding this Privacy Policy or our website, please contact us.