

# Terms of Use

## Welcome to Maharashtra Mandal Victoria (MMVIC)

The following are the rules or "Terms" that govern use of the MMVIC Web site ("Site"). By using or visiting the Site, you expressly agree to be bound by these Terms and to follow these Terms and all applicable laws and regulations governing the Site. Maharashtra Mandal Victoria (MVIC) and mmvic.org.au (collectively "MMVIC") reserve the right to change these Terms at any time, effective immediately upon posting on the Site. Please check this page of the Site periodically. We will note when there are updates to the Terms of Use at the bottom of the Terms. If you violate these Terms of Use, MMVIC may terminate your use of the Site, bar you from future use of the Site, cancel your ticket order, and/or take appropriate legal action against you.

## Permitted Use

You agree that you are only authorised to visit, view and to retain a copy of pages of this Site for your own personal use, and that you shall not duplicate, download, publish, modify or otherwise distribute the material on this Site for any purpose other than to review event and promotional information, for personal use, or to purchase tickets or merchandise, unless otherwise specifically authorised by MMVIC to do so. You also agree not to deep-link to the site for any purpose, unless specifically authorised by MMVIC to do so. The content and software on this Site is the property of MMVIC and/or its suppliers and is protected by Australian and international copyright laws. We post a legal notice and various credits on pages of the Site, which may not be removed. Please do not remove this notice or these credits, or any additional information contained along with the notices and credits.

## Ticket Purchase Policy

Please review the Purchase Policy, which will govern your order or purchase of any tickets through the Site.

## Truthfulness and Accuracy of the Information You Provide; Complying with Laws; Verifications and Authorisations

The sale or purchase of tickets to entertainment events is regulated by certain states and cities. You may be asked to provide information during processes you engage in on the Site. You represent and warrant that all information you provide will be true, complete and correct, and that you will update all information as it changes. You also acknowledge that complying with laws is your responsibility, AND YOU AGREE NOT TO HOLD US LIABLE FOR YOUR FAILURE TO COMPLY WITH ANY LAW OR OUR FAILURE TO NOTIFY YOU OF, OR PROPERLY APPLY, and ANY LAW. WE WILL COMPLY WITH LAW ENFORCEMENT AND MAY PROVIDE THEM WITH ALL INFORMATION YOU SUBMIT TO US TO ASSIST IN ANY INVESTIGATION OR PROSECUTION THEY MAY CONDUCT. If we are unable to verify or authenticate any information or tickets you provide during any registration, ordering, purchase, ticket posting, sale, authentication, delivery, payment or remittance process, or any other process, or if we are no longer able to verify or authorise your credit card or bank account information, you may be prohibited from using the Site.

## User Contributions to the Site

From time to time, the Site may provide you with opportunities to contribute to the Site, which may include, but not be limited to, uploading your user profile, participating in chats and using bulletin boards. Anything that is contributed to the Site by you or other Site users will be referred to in these Terms as "User Content". MMVIC is not liable or responsible for any User Content. The contributions of third parties do not necessarily represent the view or opinions of MMVIC. MMVIC cannot preview User Content before it appears. Users can be held liable for any illegal or prohibited User Content they provide to the Site, including among other things, infringing, defamatory or offensive materials. If you discover this kind of material on the Site, please notify us at mmvic.president@gmail.com we will investigate your claim and may then take the actions deemed appropriate.

## Links and Search Results

The Site may automatically produce search results that reference or link to third party sites throughout the World Wide Web. MMVIC has no control over these sites or the content within them. MMVIC cannot guarantee, represent or warrant that the content contained in the sites is accurate, legal and/or inoffensive. MMVIC does not endorse the content of any third party site, nor do we warrant that they will not contain viruses or otherwise impact your computer. By using the Site to search for or link to another site, you agree and understand that you may not make any claim against MMVIC for any damages or losses, whatsoever, resulting from your use of the Site to obtain search results or to link to another site. If you have a problem with a link from the Site, please notify us at mmvic.president@gmail.com and we will investigate your claim and take any actions we deem appropriate in our sole discretion.

## Prohibited Content

The following is a partial list of the kind of User Content which is illegal or prohibited on the Site. It includes User Content that:

- Is patently offensive to the online community, such as User Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; could be harmful to minors;

- Harasses or advocates harassment of another person;
- Involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- Promotes information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- Promotes an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- Contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- Displays pornographic or sexually explicit material of any kind;
- Provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18;
- Provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- Solicits passwords or personal identifying information for commercial or unlawful purposes from other users; and
- Engages in commercial activities without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.

#### **Offline Conduct**

Although MMVIC cannot monitor the conduct of users off the Site, it is also a violation of these rules to use any information obtained from this Site in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit or sell to any Site user without their prior explicit consent.

#### **Commercial Use**

No bulletin board, chat or other areas of this Site may be used by our visitors for any commercial purposes such as to conduct sales of tickets, merchandise or services of any kind. You must obtain our prior written consent to make commercial offers of any kind, whether by advertising, solicitations, links, or any other form of communication. Without limiting the foregoing, you may not use the Site to resell or link to other sites for the purpose of selling tickets of any kind. We reserve the right to block access to this Site or MMVIC's other services, or cancel a ticket order or ticket with respect to any person believed to be, or believed to be acting in concert with any person who is believed to be, violating the law or these Terms or MMVIC's rights, or utilising automated means to process or place ticket orders, or who has ordered a number of tickets that exceeds the stated limit. Violating any limitations or terms on the Site will be deemed to be a violation of these Terms. Please note that MMVIC has entered into agreements with certain sport teams for whom MMVIC hosts web sites that are designed to allow such sports teams' season ticket holders to sell individual game tickets from their season ticket packages through such web sites ("Season Ticket Sale Sites"). Some of these Season Ticket Sale Sites can be found through this Site. Nothing in this paragraph shall prohibit the sale or purchase of tickets through the Season Ticket Sale Sites.

#### **Access and Interference**

You agree that you will not use any robot, spider or other automatic device, process or means to access the Site. Nor shall you use any manual process to monitor or copy our web pages or the content contained thereon or for any other unauthorised purpose without our prior expressed written permission. You agree that you will not use any device, software or routine that interferes with the proper working of the Site nor shall you attempt to interfere with the proper working of the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not access, reload or "refresh" transactional event or ticketing pages, or make any other request to transactional servers, more than once during any three second interval. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for your own personal, non-commercial use) from the Site without the prior expressed written permission of MMVIC.

#### **Unauthorised Use of the Site**

Any illegal or unauthorised use of the Site shall constitute a violation of these Terms of Use. You do not have permission to access the Site in any way that violates, or in the course of violating, these Terms of Use. Illegal or unauthorised use of the Site includes, but is not limited to, using the site to facilitate illegal ticket sales, unauthorised framing of or linking to the Site, or unauthorised use of any robot, spider or other automated process on the Site. It shall also be a violation of these Terms of Use: (a) for any individual (or group of individuals acting in concert) to request, more than 1000 pages of the Site in any twenty-four hour period (hereafter referred to as "Abusive Use"); or (b) to use any passcode or password, regardless of whether or not such password or passcode is unique, to participate in a pre-sale or other offer on the Site if you are not the original recipient of such passcode or password (i.e., if you did not receive the passcode or password from MMVIC, or from the fan club or other organisation with whom MMVIC is working to enable such pre-sale or offer) or if your participation in such pre-sale or other offer is inconsistent with such pre-sale's or offer's terms.



### **Suspected Violation of these Terms of Use or Law; Injunctive, Equitable Relief, and Liquidated Damages**

Violations of these Terms of Use, including Unauthorised Use of the Site, may be investigated and appropriate legal action may be taken, including without limitation civil, criminal and injunctive redress. You understand and agree that in MMVIC's sole discretion, and without prior notice, MMVIC may terminate your access to the Site, cancel your ticket order or tickets acquired through your ticket order, cancel your ticket postings, remove any unauthorised User Content or exercise any other remedy available, if MMVIC believes that your conduct or the conduct of any person with whom MMVIC believes you act in concert, or the User Content you provide, or any resale of such tickets purchased through MMVIC, violates or is inconsistent with these Terms or the law, or violates the rights of MMVIC, a client of MMVIC or another user of the Site. You agree that monetary damages may not provide a sufficient remedy to MMVIC for violations of these Terms and you consent to injunctive or other equitable relief for such violations. You agree that Abusive Use of the Site, as defined above, causes damage and harm to MMVIC in the form of, among other things, impaired goodwill, lost sales, and increased expenses associated with responding to Abusive Use of the Site. You further agree that monetary damages for Abusive Use of the Site are difficult to ascertain and that proof of monetary damages for Abusive Use would be costly and inconvenient to calculate. Accordingly you agree that liquidated damages are warranted for Abusive Use. Therefore, you agree that if you, or others acting in concert with you, alone or collectively request more than 1000 pages of the Site in any twenty-four hour period, you, and those acting in concert with you, will be jointly and severally liable for liquidated damages in the amount of ten dollars (\$10.00) per page request each time that a page request is made after that first 1000 during that twenty-four hour period. You also agree that this will be the measure of damages for any Abusive Use that occurred prior to this provision of these Terms of Use being in effect. MMVIC is not required to provide any refund to you if it exercises any of its rights or remedies because you have violated these Terms or any of MMVIC's rights. For more information about how we handle copyright infringements on the Site, please see our Copyright Policy. Additionally, we reserve the right, in our sole discretion, to modify, suspend or discontinue any part of this Site at any time, with or without notice to you. We also reserve the right, in our sole discretion, to impose limits on certain features and services and to restrict access to any part or to all of the Site without notice to you. We shall not be liable to you or any third party for any claim or cause of action arising out of our exercise of the foregoing rights.

### **Privacy**

We believe that your privacy and the privacy of all our users is important. These Terms are subject to the Privacy Policy, which is hereby incorporated by reference. MMVIC will not be responsible or otherwise liable for any use or disclosure of your contact information, or financial information, by a third party to whom MMVIC is allowed to disclose your contact information under the Privacy Policy. If you post any User Content to the Site, by electronic mail or otherwise, we will treat it as non-confidential and non-proprietary to you. When we say in these Terms "post" we mean the provision of information (including, but not limited to, "User Content") to the Site through features of the Site that are used to make information available to other members of the public (e.g., user reviews, bulletin boards, chat rooms, etc.). Information that is posted to the Site shall not be subject to the Privacy Policy and may be publicly displayed and disclosed and otherwise used by MMVIC or any third party in any way. By posting User Content to the Site, you authorize us to use or allow others to distribute, reproduce or otherwise use such User Content. You should not post information about yourself on the Site that can be used to identify or contact you, including, but not limited to, your name, home or work address, phone numbers, pagers, email address or other such information. If you post such information, MMVIC cannot prevent it from being used in a manner that violates these Terms, the law, or your personal privacy and safety. By posting such information on the Site, you violate these Terms, and you assume the risks and sole liability for the results of such posting. MMVIC is not liable for any lost data resulting from the operation of the Site or the enforcement of the Terms. We urge all users to maintain their own back up versions of any User Content or other information they submit to the Site.

### **Copyright Policy**

We will terminate the privileges of any user who uses this Site to unlawfully transmit copyrighted material without a license express consent, valid defence or fair use exemption to do so. In particular, users who submit User Content to this Site, whether articles, images, stories, software or other copyrightable material must ensure that the User Content they upload does not infringe the copyrights or other rights of third parties (including, but not limited to, trademark, trade secret, privacy or publicity rights). After proper notification by the copyright holder or its agent to us, and confirmation through court order or admission by the user that they have used this Site as an instrument of unlawful infringement, we will terminate the infringing users' rights to use and/or access to this Site. We may, also in our sole discretion, decide to terminate a user's rights to use or access to the Site prior to that time if we believe that an alleged infringement has occurred.

### **Disclaimers**

MMVIC DOES NOT PROMISE THAT THE SITE WILL BE ERROR-FREE, UNINTERRUPTED, OR THAT IT WILL PROVIDE SPECIFIC RESULTS FROM USE OF THE SITE OR ANY CONTENT, SEARCH OR LINK ON IT. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. MMVIC CANNOT ENSURE THAT FILES YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. MMVIC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALSO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MMVIC WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, AND PUNITIVE AND CONSEQUENTIAL DAMAGES. MMVIC MAKES NO GUARANTEE OF ANY SPECIFIC RESULT FROM USE OF THIS SITE OR USE OF THE MMVIC SERVICE. MMVIC DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTY USERS, MMVIC USERS, ADVERTISERS AND/OR SPONSORS ON THE SITE, IN CONNECTION



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Without limiting the foregoing, you may report the misconduct of users and/or third party advertisers, service and/or product providers referenced on or included in the Site to MMVIC at [customer.help@MMVIC.com.au](mailto:customer.help@MMVIC.com.au). MMVIC may investigate the claim and take appropriate action, in its sole discretion.

#### **Limitation on Liability**

OTHER THAN IN RESPECT OF ANY RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW (INCLUDING WITHOUT LIMITATION IN RESPECT OF ANY CONSUMER GUARANTEE) OR ANY OTHER APPLICABLE LAW UNDER WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED, IN NO EVENT WILL MMVIC BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUES OR BUSINESS OPPORTUNITIES, EVEN IF MMVIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **Indemnity**

You agree to indemnify and hold MMVIC and its affiliates, and each of MMVIC's and its affiliates' respective officers, agents, employees, contractors and principals, harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site, including also your use of the Site to provide a link to another site or to upload content or other information to the Site