

TERMS AND CONDITIONS OF USE OF THE ONE RIVER WEBSITE

1. ACCEPTANCE OF TERMS

In these Terms and Conditions (“Terms”), One River is a Website operated by the One River Executive Producer on behalf of the Centenary of Canberra, a Department of the ACT Government. The Operator of this site may change, suspend or discontinue any aspect of the Website and/or Services at any time including the availability of any feature of or other content in the Website. By submitting content to the One River Website, you agree to be bound by these Terms whenever you access the One River Website. The Operator reserves the right to update these Terms from time to time without your consent or notice to you. You can review the most current version of the Terms at any time at www.oneriver.com.au

2. CONTENT SUBMITTED FOR INCLUSION ON THE WEBSITE / CONTENT LICENSE FROM YOU

You may contribute to the Website by submitting your contact details and with permission. By doing that, you agree that:

- you will not seek to pass yourself off as another user
- you agree that any contact information you give to Operator will
- always be accurate, correct and up to date
- you are responsible for all activities that occur under your name
- you will not interfere with or disrupt the functionality of the Website

When you submit content to us, you agree and represent that you have created this content, or you have received permission from, or are authorized by, the owner of any part of the content to submit it to the Website. You or the owner of the content still own the copyright in the content sent to us, but by submitting content to us, you are granting the Operator an unconditional, irrevocable, non-exclusive, royalty-free, fully transferable, perpetual worldwide license to use, modify, translate, publicly perform, publicly display, distribute, publish, transmit, or to authorize third-parties to use, publish or transmit your content in any format and on any platform, either now known or hereinafter invented. Please note that this Website and its contents may be archived by the Centenary of Canberra or an academic partner appointed by the Operator. For this purpose, by submitting your content to us you are granting the Operator the license to archive, preserve and provide access to your content by the Operator, the Centenary of Canberra and any third party appointed by either of these bodies as they see fit. You confirm and warrant to the Operator that you have all the rights, power and authority necessary to grant the above license. You warrant that the content you submit to the Operator is not obscene, threatening, harassing, libelous, deceptive, fraudulent, invasive of another’s privacy, offensive, defamatory of any person or otherwise illegal. The Operator, or authorized third parties, reserve the right (but shall have no obligation) to refuse to publish, cut, crop or edit your content at our or their sole discretion. We may remove your content from use at any time. You agree that the views expressed in community areas of this site do not necessarily reflect or present the views of the Operator, its staff or contributors. We accept no liability in respect of any content submitted by users and published by us or by authorized third parties. For more information on the use of copyrighted material, please visit

<http://www.copyright.com.au/get-information>

Any queries regarding copyright and your content should be directed in the first instance to info@oneriver.com.au

3. NON-COMMERCIAL USE

Your use of the Website is for your own personal and non-commercial use only. You acknowledge that, except for user content, the Operator is the owner of all the content on the Website, including, without limitation, all applicable copyrights, patents, trademarks, trade secrets, trade names, logos, and other intellectual property rights thereto, as well as text, images, graphics, logos, audio, video and other material appearing on the Website. If you wish to use our content other than as permitted by these Terms, please contact us at info@oneriver.com.au.

4. INDEMNITY

You agree to defend, indemnify, and hold harmless the Operator, the Centenary of Canberra, the ACT Government, subsidiaries, and affiliates, and each of their respective officers, directors, and employees from any and all claims, liabilities, costs, and expenses, including, but not limited to, legal fees and expenses, arising out a breach by you or any user of your account of these Terms or privacy policy or arising out of a breach of your obligations, representation and warranties under these Terms.

5. GOVERNING LAW AND JURISDICTION

The Terms, and your relationship with the Operator under these Terms, are governed by Australian law. The parties agree to submit to the exclusive jurisdiction of the courts of Australia. You agree that the failure of the Operator to exercise or enforce any legal right or remedy which is contained in the Terms will not be taken to be a waiver of those rights. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is unlawful, void or unenforceable, that provision will be removed without affecting the validity and enforceability of the remainder of these Terms.