



## Terms and Conditions

### 1. AGREEMENT

Winter Sun Creative (ABN: 66 174 525 286) ("**Winter Sun Creative**", "**we**", "**us**", "**our**") provides its website at <http://www.wintersuncreative.com> and/or any other domain names owned by Winter Sun Creative ("**Website**") to you ("**you**", "**your**", "**User**") subject to this Privacy Policy and Terms and Conditions ("**Agreement**").

By your continued use of the Website you are deemed to agree to and accept the terms of this Agreement.

If you do not agree to the terms of this Agreement you should not continue to use this site.

### 2. PRIVACY POLICY

Winter Sun Creative is committed to protecting your privacy. We comply with the National Privacy Principles and all other relevant Australian legislation.

Winter Sun Creative may collect anonymous information about your usage of the Website such as your IP Address and the pages you visit. We may also collect any personal information you choose to provide to us via the "Contact" page. We may send HTML-based emails to you from time to time and track whether you choose to open these emails. This information is collected primarily to improve your visit to the Website and to optimise your viewing experience.

We may use any email addresses provided by you to us via the "Contact" page or by any other means to send updates and news regarding Winter Sun Creative or the Website. You may choose not to receive communications of this type by "opting out" at the bottom of any such email communication.

We may use cookies to store information about your visits to the Website, which allows us to improve your viewing experience. Cookies are stored on your machine but do not identify you or give us any information other than what you choose to provide us with. We do not link any information we store in cookies to any personally identifiable information that you may send to us via the "Contact" page. You may be able to configure your browser and/or firewall to reject these cookies, however your use of the Website may be hampered if you choose to do so.

We may provide links to other websites on our Website. We are not responsible for the privacy policy and/or practices of those third party websites and do not endorse the content or opinions expressed therein. You should be sure to read the privacy policy of any third party website you choose to access.

We use reasonable measures to ensure that any information collected by us is kept private however we cannot guarantee the security of such information despite such efforts.

Other than as provided in this Agreement, we will not disclose any personal information to any Third Parties without your consent unless we are required to do so by law or to enforce the terms of this Agreement or in the event of the sale of Winter Sun Creative to any third party.

### 3. USE OF THE WEBSITE

This Website is for your personal, non-commercial use only. You are strictly prohibited from the following:

- a) downloading, copying, altering, modifying, distributing, adapting, modifying and/or re-transmitting any or all of the content on the Website without our written consent; and
- b) using the Website or content therein for any commercial use.

### 4. INTELLECTUAL PROPERTY

We either own or have a valid licence to use all intellectual property included on this Website, including, but not limited to registered and unregistered trade marks, graphics, logos, text, images, audio, video clips, software, data compilations, button icons and digital downloads.

Nothing contained herein grants you any licence or any right to use, in any way, any of the intellectual property included on the Website without our prior written consent.

### 5. TERMINATION

We reserve the right, in our sole discretion and without cause, to restrict or terminate your access to the Website, without prior notice to you and without incurring any liability.

### 6. DISCLAIMERS

#### **Third Party Websites**

The Website may contain links to third party websites. We do not monitor such websites, are not responsible for the material and content included on them and are not responsible for any potential damage arising out of or in connection with your use of such links. Any User access to third party websites is at their own risk.

#### **Use of the Website and Technical Issues**

Despite our best efforts, we make no warranties that our website is free from infection by computer viruses or other contamination.

Under no circumstances shall we be liable for any loss or damage, including personal injury or death, resulting from use of our Website or from the conduct of any other Users on the Website. The Website is provided "as is" and "as available" and we expressly disclaim any warranty of fitness for any particular purpose or non-infringement.

#### **Territory**

Our Website is controlled, hosted and offered from its facilities in Australia. We make no representations as to the availability or appropriateness of the Website for use from other territories. Any access from other territories is at the User's own risk and the User is responsible for compliance with any local laws.

#### **Limitation of Liability**

EXCEPT FOR ANY LIABILITY THAT BY LAW CANNOT BE EXCLUDED, UNDER NO CIRCUMSTANCES WILL WINTER SUN CREATIVE ACCEPT LIABILITY FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGE, COST (INCLUDING, BUT NOT LIMITED TO LEGAL COSTS) WHATSOEVER RESULTING FROM ANY USE OR ACCESS OR INABILITY TO USE OR ACCESS THE WEBSITE.

YOU INDEMNIFY AND AGREE TO NOT HARM WINTER SUN IN RESPECT OF ANY CLAIM, PROCEEDINGS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO LEGAL EXPENSES) ARISING OUT OF ANY BREACH BY YOU OF THIS AGREEMENT OR ANY NEGLIGENT ACT OR OMISSION IN PERFORMING YOUR OBLIGATIONS UNDER THIS AGREEMENT OR THE INFRINGEMENT BY YOU OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY PERSON OR ENTITY.

## 7. GENERAL

- a) This Agreement is governed in accordance with the laws of NSW, Australia and you agree to submit to the non-exclusive jurisdiction of the state of NSW, Australia.
- b) Any failure of ours to exercise or enforce any right or provision in this Agreement does not constitute a waiver of that right or provisions.
- c) This Agreement constitutes the entire agreement between the User and Winter Sun Creative in relation to any use of the Website.
- d) The terms of this Agreement may not be assigned by you but may be assigned by Winter Sun Creative without restriction.
- e) If any part of this Agreement is found to be invalid or of no force or effect under any applicable laws, the Agreement shall be interpreted as though such part had not been inserted and the rest of the Agreement shall retain its full force and effect.
- f) Winter Sun Creative reserves its right to amend the terms of this Agreement from time to time. Your continued use of the Website following such amendments constitutes your acceptance of such revised terms.