



## **TERMS OF USE**

### **1. Your acceptance**

The Jesus All About Life website ("Site") is owned and operated by Bible Society NSW, ABN 45 843 211 237, of 5 Byfield Street, Macquarie Park NSW 2113 (referred to herein as "Bible Society", "us", "we" or "our"). By accessing or using this Site, you (referred to herein as "you", "your" or "User") agree to accept and comply with the terms, conditions, notices and disclaimers contained in these Terms of Use, the Privacy Policy and elsewhere on the Site (known collectively as "Terms of Use"). If you do not agree to these Terms of Use, please do not use the Site. We may from time to time change or update the Terms of Use without notice, and you agree to be bound by such changes, so please read these pages regularly.

### **2. Site Content**

All materials and content on the Site, including but not limited to any and all text, images, graphics, software, sounds, templates, trade marks, service marks, trade marks, designs and products, but excluding the User Submissions defined below ("Site Content") is the property of Bible Society and its related companies, affiliates, and licensors and subject to copyright and other intellectual property protection. Brands, logos, images and tag-lines are registered or unregistered trade marks owned by Bible Society and its related companies, affiliates and licensors.

You can access Site Content and User Submissions for your own personal, non commercial purposes but you must not republish, copy, reproduce, transmit, distribute or use any Site Content or User Submissions in any other way, or modify or adapt any Site Content or User Submissions, without the prior express permission of Bible Society or the relevant copyright owner.

Reasonable efforts are taken to ensure that the Site Content is accurate and up-to-date. However we make no warranties or representations about accuracy, correctness, reliability or completeness of the information provided.

### **3. User Submissions**

Users of this Site may submit material and content to the Site by way of the facilities provided on this Site ("User Submissions"). User Submissions shall be submitted in accordance with any applicable formats, file sizes, specifications, requirements and procedures specified on this Site or in these Terms of Use. You acknowledge that your User Submissions may be published on the Site and dealt with in accordance with these Terms of Use.

We reserve the right to moderate and pre-vet all User Submissions. We will determine, in our absolute discretion, whether any User Submission will be posted on the Site. We will send you an email confirming whether or not it is suitable to be posted on the Site. Notwithstanding the approval of any User Submission by us, these Terms of Use will continue to apply. We reserve the right, at any time, to refuse or remove any material from the Site for any reason in our absolute discretion,

including without limitation where the material is considered obscene, offensive, inappropriate, blasphemous, or infringing upon the rights of any third party.

Multiple User Submissions are permitted from one person, subject to the following: (a) each User Submission must be substantially unique; and (b) each User Submission must be submitted separately and in accordance with these Terms of Use.

When you submit any User Submission, you license and grant the Bible Society, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, copy, modify, adapt, publish, communicate to the public, make available, distribute and display such User Submission for any purpose throughout the world in any media, without compensation, restriction on use, attribution or liability. You agree not to assert any moral rights in relation to such use. You warrant that your User Submissions are your own work, are original and that you have the full right title and authority to grant the rights set out in these Terms of Use.

You agree that you are fully responsible for all aspects of your User Submissions. We shall not be liable in any way for any User Submission to the full extent permitted by law. You warrant and agree that:

- (a) you will not submit any User Submission that is or could be considered in breach of any rights of others including copyright, trade mark, trade secret, patent, moral rights and other intellectual property, privacy or publicity rights;
- (b) you will not submit any User Submission that is or could be considered defamatory, libelous, obscene, vulgar, harmful, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, hateful, bullying, humiliating, discriminatory, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
- (c) you will obtain prior consent from any person or property that appears in your User Submission, including the parent or guardian of any person aged under 18;
- (d) you will obtain full prior consent from any person who has jointly created or has any rights in your User Submission, to the uses and terms herein; and
- (e) your User Submission shall not contain viruses or cause injury or harm to any person or entity.

Additionally, we ask that you use good judgment and exercise discretion in choosing appropriate subjects and subject matter for any User Submissions. Remember that privacy laws may protect individuals with respect to their being photographed, so please respect the privacy of others by asking for and obtaining their consent to be photographed or to feature in any User Submissions.

#### **4. Your Conduct**

You agree and warrant that in your use of the Site:

- (a) you will not use the Site for any purpose that is unlawful and you will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems;
- (b) you will not use the Site to collect information about others without their consent, or to stalk, bully, harass or violate the rights of any other person;

- (c) you will not attempt to gain unauthorized access to any services or information;
- (d) your use of the Site will not compromise the security or integrity of our computer systems, networks or any websites or servers, whether by allowing intruders into the same, introducing viruses, harmful programs or other threats, imposing an unreasonably large load on the Site or using any computer program, file or device to damage or interfere with the Site;
- (e) you will not post, publish, transmit, distribute or upload via the Site any unauthorized or unsolicited emails, chain letters, advertisements, promotional materials, 'junk mail', 'spam', pyramid scheme or other similar activity; and
- (f) you will not provide false names or personal information, impersonate any person or entity or falsely misrepresent any User Submissions.

We may terminate or suspend your access to the Site in part or in full at any time, for any reason including misconduct on the Site or breach of these Terms of Use, with or without notice.

Without limiting any other terms herein, you indemnify Bible Society and its affiliates or agencies for any breach of these Terms of Use.

## **5. Voting**

User Submissions deemed appropriate for public display will be accessible to the general public on the Site and will be subject to voting by users as to their favourite User Submissions. Voting for the User Submissions will commence on 7 September 2009 and close at 5pm AEDST on 31 October 2009 ("Voting Period").

To vote, individuals must visit the Site, follow the prompts, view the submissions, and then submit a vote for their favourite User Submission in accordance with the directions on the Site during the Voting Period. Only one vote per person per day is permitted.

The top 10 User Submissions with the highest number of votes as tallied by us at any one time will be displayed on the Site via a "View Top Ten" facility.

The top 100 User Submissions with the highest number of votes as tallied by us at the end of the Voting Period, will be selected as the top 100. In the event of a tie, the User Submissions will be judged and the winning entry will be determined by us in our absolute discretion and based on the creative merit and originality of the User Submission. The top 100 User Submissions may in our absolute discretion receive the opportunity to appear in a future book to be developed and published by the Bible Society. Users hereby agree to the use and publication of their User Submissions in connection with this book with no further recourse or consideration to the User. We reserve the right to refuse any User Submission for publication in the book if we consider it to be unsuitable for any reason and replace it with the User Submission with the next highest number of votes. You acknowledge that we make no representations, commitments or guarantees as to whether the book will be developed or published.

We reserve the right, at any time, to verify the validity of User Submissions, Users and voters (including a User's identity and place of residence) and to disqualify any User or voter who submits a User Submission or vote that is not in accordance with these Terms of Use or who tampers with the entry or voting process.

Any cost associated with accessing the Site is the User's responsibility and is dependent on the Internet service provider used. The use of any automated software or any other mechanical or electronic means that allows a User to automatically make submissions or vote repeatedly, is prohibited and will render all submissions or votes submitted by that User invalid.

## **6. Modifying the Site**

If any activities on the Site are interfered with in any way or are not capable of being conducted as reasonably anticipated due to any reason beyond our reasonable control, we reserve the right, in our absolute discretion, to the fullest extent permitted by law (a) to disqualify any User; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the activity, as appropriate.

Without limitation to the foregoing, we may modify, suspend or discontinue the services available on the Site, or delete, modify or supplement the Site Content, at any time without notice.

## **7. Liability**

To the full extent permitted by law, we exclude all terms, conditions, warranties and representations, whether express or implied, and we exclude all liability in contract, tort (including negligence), or otherwise for loss or damage (whether direct or indirect) suffered or incurred as a result of access to or use of this Site. If we are liable for breach of any implied warranty or condition that cannot be excluded then in any event our liability shall be limited to, at our option, in the case of goods, replacing or repairing the goods, or in the case of services, re-supplying the services, or paying for the costs of re-supplying the services.

We assume no responsibility for any technical malfunction, error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, virus, bug, tampering, theft or destruction or unauthorised access to or alteration of the Site, or any injury or damage to any person's computer related to participation in or down-loading any material from this Site.

## **8. Links**

This Site may provide links or references to other sites originating from other third parties but we accept no responsibility for the content or operation of any such sites and shall not be liable for any loss, damage or injury arising out of or resulting from access to or use of such sites. In particular please note that the "Share" and "Thank You Store" facilities accessible via this Site will take you to external sites and the services available on these sites will be provided by those external sites and not by us. In respect of the "Thank You Store" please note that we may earn a commission from sales to customers from this Site. Please read and ensure that you comply with the terms and conditions on any external sites.

## **9. Severability**

In the event that any portion of these Terms of Use is found to be invalid, void or unenforceable, the remainder of these Terms of Use shall remain in full force and effect.

## **10. Waiver**

No waiver by us of any term shall be deemed to be continuing or shall be deemed a waiver of any other term.

#### **11. Applicable law**

The Conditions are governed by and to be construed in accordance with the laws of New South Wales, Australia. You irrevocably and unconditionally agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia.