

Australian Capital Tourism Online Image Library Terms and Conditions

This is a legal agreement between you ("you") and Australian Capital Tourism Corporation ("ACTC TM"). You should read this Agreement in its entirety before you download any digital asset appearing on this website ("Asset"). If you agree to be bound by the terms and conditions of this Agreement, click on the "I have read, understood and agree to the [Terms and Conditions](#)" button at <http://canberra.lookat.me.com.au/user/register.me>. If you do not agree, do not check this box.

ACTC warrants that it has the permission of the copyright owners of the Asset to enter into this agreement with you.

If you enter into this Agreement or if you purchase a licence to use an Asset in accordance with the terms of this Agreement on behalf of another person ("principal"), the licence granted and restrictions and limitations set out below apply to your principal as well as to you as a representative of your principal. Should you cease to be authorised to act on behalf of your principal, your principal may continue to operate under this Agreement.

You warrant that you are authorised to enter into this Agreement and to purchase a licence to use any Asset pursuant to this Agreement. You hereby indemnify ACTC for any loss, claim, damage or action arising as a result of any lack of authority to enter into this Agreement or to purchase a licence to use any Asset pursuant to this Agreement. You hereby indemnify ACTC for any loss, claim, damage or action arising as a result of any breach of this Agreement committed by your principal.

In this Agreement, "you" refers to and includes you, your principal and any third party as the context permits.

Grant of licence

1. ACTC grants to you, and your principal if you are licensing on behalf of another person, a non-transferable and non-exclusive licence to use the Asset you have selected on the terms and conditions of this Agreement.

Scope of licence

2. The Asset may be used only for the purpose described in your application and authorisation notification or as otherwise notified to METM.

Limitation of licence

3. Defamatory, libellous, scandalous, misleading, pornographic or otherwise unlawful use of the Asset is prohibited.

4. The use of any logo or trademark appearing in the Asset must be used in a manner permitted by the logo or trademark owner. This licence does not grant any rights to use any logos or trademarks.

5. You shall not copy (electronically or otherwise) the Asset except for the purpose described in your application and authorisation notification.
6. You shall not alter, modify or adapt an Asset without the prior consent of ACTC.
7. You shall not disclose the Asset to any third party without the prior consent of ACTC and you shall take all reasonable efforts to prevent the disclosure of the Asset to an unauthorised third party and/or the use of the Asset by an unauthorised third party.
8. The rights and permissions granted to you under this Agreement are personal. Except as specifically provided in this Agreement, the Asset may not be assigned, transferred, sublicensed or re-sold or otherwise made available for use or distribution separately or detached from a product or web page.
9. One copy of the Asset may be made for backup purposes only, but may be used only if the original Asset becomes defective, destroyed or otherwise irretrievably lost. The Asset must not be downloaded to create, establish or form any part of an online interactive stock photo library, nor may it be used in relation to any business similar to or in competition with that operated by ACTC at this site.

Fees

10. ACTC grants to you a licence to use the Asset subject to the terms and conditions of this Agreement in consideration of the fee payable in respect of the Asset. The fee payable in respect of each Asset is as set out on this site.
11. All fees and prices are subject to change at the sole discretion of ACTC.
12. Fees owing to ACTC for the purchase of a licence to use an Asset will be deducted from your nominated bank account in accordance with the credit card details provided by you to ACTC upon accessing this site.
13. Payment of any fee or price owing to ACTC for the purchase of a licence to use an Asset entitles you to use the Asset, subject to the terms and conditions of this Agreement.
14. Agreement to purchase a licence to use the Asset shall be deemed to be concluded at the time at which you download the Asset from this site.

Warranties & indemnity

15. ACTC warrants the digital copy of the Asset in the form downloaded by you to be free from defects in material and workmanship for 90 days from delivery. The sole and exclusive remedy for a breach of the foregoing warranty is the replacement of the digital copy of the Asset. To the fullest extent permitted by law, ACTC make no other warranty, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, any warranty as to the minimum or maximum amount of time during which this site shall be accessible to you, and/or any

warranty as to whether or not you shall be able to instantaneously download any Asset from this site at all times. Some jurisdictions do not permit the exclusion of implied warranties, and you may have other rights which may vary from jurisdiction to jurisdiction.

16. To the extent permitted by law, ACTC shall not be liable to you, your principal or any other person or entity for any general, special, specific, direct, indirect, consequential, incidental or other damage or loss arising out of this Agreement or otherwise.

17. You warrant that you will not access, view, download or attempt to download an Asset, datafile, or other material from this site which is in any way prohibited by or which breaches the laws of the jurisdiction in which you are currently situated and/or permanently reside and/or conduct business and/or intend to use the Asset.

18. You hereby agree to indemnify ACTC against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment suffered, paid or incurred by ACTC as a result of:

(a) you or your Principal's or any authorised person's use of an Asset, data file, or other material contained on this site;

(b) you or your Principal's or any authorised person's failure to fulfil any obligations imposed on you by this Agreement; or

(c) any other matter arising out of this Agreement.

19. Use of the Asset must be in compliance with all applicable laws, including, but not limited to, laws and regulations relating to currency and the law of moral rights.

20. You warrant that you will not breach any of the author's moral rights in relation to the Asset as set out in this Agreement, whether or not in the course of reproducing in a material form, publishing, transmitting or exhibiting the Asset or otherwise.

Moral rights

21. It is acknowledged that the photographer of the Asset may have certain moral rights in the Asset in certain jurisdictions. In recognition of this, a credit line in the following form must appear adjacent to the Asset in respect of each use of the Asset:

"Photo: [INSERT NAME OF PHOTOGRAPHER OF ASSET, or 'Australian Capital Tourism' if photographer is not given]"

Privacy

22. ACTC agrees that:

(a) business records and personal information of which ACTC comes into possession will be kept both confidential and accurate; by law or as necessary in the normal course of business;

(b) ACTC will implement adequate and reasonable procedures to ensure that the confidentiality of information imparted to ACTC is maintained;

(c) ACTC will not sell or exchange business records or personal details except as required by law or as necessary in the normal course of business;

(d) secret, private or personal information will not be disclosed or disseminated to any person without express or implied consent;

(e) personal information collected is collected for a lawful purpose directly related to the business activities of ACTC and shall not be used for a purpose unrelated to the business activities of ACTC.

Jurisdiction

23. This Agreement is governed by the laws of the State of Victoria in the Commonwealth of Australia and each party hereby irrevocably submits to the non-exclusive jurisdiction of the Courts of Victoria.

General

24. If you mistakenly purchase a licence to the incorrect Asset or are unsatisfied with the Asset for any reason (other than the presence of a defect in material or workmanship as described above) and would like to return the Asset to ACTC, you must contact ACTC within three business days and ACTC will then issue a credit towards the licence of a future Asset after deducting an administration fee.

25. All rights to the Asset are owned by ACTC and/or its creators and are protected by Commonwealth of Australia copyright laws, international treaty provisions and other applicable laws.

26. ACTC and the Asset's creator retain all rights not expressly granted by this Agreement.

Termination

27. The licence contained in this Agreement will terminate automatically without notice from ACTC if you, or your Principal if you are licensing on behalf of another person, fail to comply with any provision of this Agreement.

28. Upon termination you, or your Principal if you are licensing on behalf of another person, must immediately:

(i) stop using the Asset, and

(ii) delete the Asset and all copies of it from all magnetic media and destroy all other copies or, upon the request of ACTC, return all such copies to ACTC.

29. ACTC reserves the right to discontinue the use of any Asset for any reason and to elect to replace the Asset with an alternate Asset. Upon notice from ACTC of any discontinuance of a licence for a particular Asset, the licence to use the discontinued Asset contained in this Agreement will terminate and you, and/or your Principal agree not to use the Asset in the future in any manner or form whatsoever.