

Terms and conditions

These terms and conditions govern your use of and access to the relevant HW&TT websites.

All HW&TT members tick a box agreeing to these terms and conditions when they join or register. A link to these terms and conditions is located on the bottom of each page.

The relevant HW&TT websites are owned and operated by **Health, Wellness & table Tennis PTY LTD (ABN 30 135 125 272)**.

We may change these terms and conditions at any time. If we do, the new terms and conditions will be posted on the relevant HW&TT websites. Your subsequent or continued use of the HW&TT website constitutes your acceptance of a change. If you object to a change to these terms and conditions, your only remedy is to immediately discontinue your use of the relevant HW&TT website.

These terms and conditions were last updated on 01 December 2011.

1. HW&TT website

While we use reasonable endeavours to ensure that the HW&TT website is available continuously, we do not make any representation or warranty that your access is uninterrupted, timely, secure or error free. Your access to the HW&TT website may be suspended without notice in the case of system failure, maintenance or repair or a reason beyond our control.

Except as expressly stated otherwise in the Conditions, we may at any time and without notice to you:

change or discontinue a feature or service on the HW&TT website; or

change the pricing for a chargeable service or feature on the HW&TT website.

2. Membership

When registering as a member, you must provide us with accurate, complete and up-to-date information, as requested. You must inform us of any changes to your registration information.

You must not register as a member multiple times.

You must not share your membership with another person.

You must not impersonate or create a membership for a person other than yourself.

We may at any time request a form of identification to verify your identity.

You must ensure the security and confidentiality of your membership details, including the username and password assigned to you. You are responsible for any activities which occur under your membership details (including unauthorised use of your credit card). You must immediately notify us if you become aware of unauthorised use of your membership details. You must not permit your membership details to be used by or transferred to another person.

We may suspend or terminate your membership or access to the HW&TT website, including if we believe you are abusing the services in any way, have breached the Conditions or are no longer an active member.

3. Your conduct

You must not:

use the HW&TT website in breach of any applicable laws or regulations;

to impersonate a person or entity;

to harm, abuse, harass, stalk, threaten or otherwise offend others; or

for an unlawful purpose;

exploits another person in any manner;

advertises, promotes or solicits goods or services or commercial activities (except if expressly permitted or authorised by us); or

contains financial, legal, medical or other professional advice;

interfere with, disrupt, or create an undue burden on the HW&TT website;

use a robot, spider, or other device or process to retrieve, index, or in any way reproduce, modify or circumvent the navigational structure, security or presentation of the HW&TT website;

frame or mirror a part of the HW&TT website without our prior written approval;

use code or other devices containing reference to the HW&TT website to direct other persons to another web page;

except to the extent permitted by law, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble a portion of the HW&TT website or cause any other person to do so; or

4. Your Material

By uploading, transmitting, posting or otherwise making available Material via HW&TT website, you:

grant us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit the Material in any form and for any purpose;

except if expressly stated otherwise, grant each user of the HW&TT website a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit the Material in any form for any purpose, subject to the Conditions;

warrant that you have the right to grant the abovementioned licences;

warrant that the Material does not breach the Conditions; and

unconditionally waive any moral rights (as defined by the Copyright Act 1968) which you may have in respect of the Material.

We may (in our absolute discretion):

review, modify, reformat, reject or remove Material which you upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) that, in our opinion, violates the Conditions or otherwise has the potential to harm, endanger or violate the rights of a person; and

monitor use of the HW&TT website and store or disclose information that we collect, including in order to investigate compliance with the Conditions or for the purpose of a police investigation or governmental request.

We are not responsible for, and accept no liability with respect to, Material uploaded, posted, transmitted or otherwise made available on the HW&TT website by a person other than us. For the avoidance of doubt, we are not to be taken to have uploaded, posted, transmitted or otherwise made Material available on the HW&TT website simply by facilitating others to post, transmit or otherwise make Material available. Furthermore, we do not endorse any opinion, advice or statement made by a person other than us.

5. Notifying us

If you think that the HW&TT website has been accessed or used by another user in breach of the Conditions, please e-mail us at Simon@TableTennis.net.au. We will consider whether there are grounds for taking action, but may not necessarily contact you as to our decision.

In particular, if you wish to send us a copyright infringement notification, you must identify the Material that you believe infringes your copyright, identify each copyright protected work in which you own the rights and which you believe has been infringed, identify how each copyright protected work has been or is being infringed and include your contact information. You will need to sign the notice and send it to Simon@TableTennis.net.au

6. Intellectual property

Except as expressly stated otherwise in the Conditions, you do not have any right, title or interest in or to any proprietary rights relating to the HW&TT website.

The HW&TT website contains Material that is protected by copyright, trade mark and other laws. Except as expressly stated otherwise in the Conditions, you may reproduce and display the Material on the HW&TT website for your own personal, non-commercial use only. Except for the temporary copy held in your computer's cache and a single permanent copy for your personal reference, the material may not otherwise be used, stored, reproduced, published, altered or transmitted in any form or by any means without our prior written approval or the written approval of our licensor.

In particular, you may not use Material on the HW&TT website to establish, maintain or provide, or assist in establishing, maintaining or providing your own publications, Internet site or other means of distribution.

Nothing displayed on the HW&TT website should be construed as granting a right of use in relation to a logo, masthead or trade mark displayed on the HW&TT website without the prior written approval of the relevant owner.

7. Third party websites, advertising and activities

We may feature or display links and pointers to websites operated by third parties on the HW&TT website. Those websites do not form part of the HW&TT website and are not under our control. We do not accept responsibility in connection with those websites. If you link to those websites, you leave the HW&TT website at your own risk.

You must not link to the HW&TT website from any other website (or otherwise authorise another person to link from a third party website to the HW&TT website) without our prior written approval.

The HW&TT website may feature or display third party advertising. By featuring or displaying that advertising, we do not represent that we recommend or endorse the relevant advertiser, its products or services.

If you contact a third party using functionality provided on the HW&TT website, including via e-mail, we do not accept responsibility for communications or transactions between you and the relevant third party.

From time to time, we may promote, advertise, or sponsor functions, events, offers, competitions or other activities that may be conducted offline and may be conducted by third parties. These activities may be subject to separate terms and conditions. You participate in those activities at your own risk. We do not accept responsibility in connection with your participation in activities conducted by a third party.

8. Termination

We may terminate your membership at any time for any reason by providing written notice to you.

We may terminate your membership if you are in breach of the Conditions or if we otherwise believe (acting reasonably) that you are unfit to be a member of the HW&TT website. In no event are you entitled to a refund of payments for chargeable services or features or any “unused” portion of your subscription.

We may do any or all of the following in relation to your membership:

suspend your membership;

permanently or temporarily hide all or part of your member profile;

modify your member profile;

deactivate your membership if you have not used the site for a period of 6 months or more (from the date of last use); or

permanently or temporarily block your access to all or part of the HW&TT website.

You may terminate your membership at any time by e-mailing us. In no event are you entitled to a refund of payments for chargeable services or features or any "unused" portion of your subscription.

9. Disclaimer

You use the HW&TT website at your own risk.

Except as expressly stated otherwise in the Conditions, Material on the HW&TT website is provided as general information only. It is not intended as advice and must not be relied upon as such. You should make your own inquiries and take independent advice tailored to your specific circumstances prior to making a decision.

We do not make any representation or warranty that Material on the HW&TT website is reliable, accurate or complete, nor do we accept any responsibility arising in any way from errors or omissions.

We are not liable for loss resulting from any action or decision by you in reliance on the Material on the HW&TT website, nor any interruption, delay in operation or transmission, virus, communications failure, Internet access difficulties, or malfunction in equipment or software.

10. Limitation of liability

You use the HW&TT website at your own risk.

To the extent permitted by law, we exclude any conditions and warranties relating to your use of the HW&TT website that are not expressly stated in the Conditions.

To the extent that our liability for breach of an implied warranty or condition cannot be excluded by law, our maximum liability to you is limited to the total amount paid by you (if any) for a chargeable service or feature on the HW&TT website purchased by you during the term of your membership.

In no circumstances are we liable to you for any indirect, incidental, special or consequential losses or damages (including loss of profit, revenue, production, goodwill, data or opportunity) of whatever nature howsoever arising in connection with the HW&TT website.

11. Indemnity

You must indemnify and hold us harmless against any loss, expense, damage or liability that we may suffer or incur as a result of or in connection with your use of, access to or conduct in connection with the HW&TT website, including a breach of the Conditions by you.

12. GST

Unless stated otherwise, charges referred to for goods or services supplied (or offered for supply) via the HW&TT website are inclusive of GST. If GST applies to a supply made to you, we will deduct the applicable GST and issue you with a Tax Invoice. GST and Tax Invoice have the meanings referred to in A New Tax System (Goods and Services Tax) Act 1999.

13. Severability

If a term of the Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of that term does not affect the validity of the remaining terms of the Conditions, which remain in full force and effect.

14. No waiver

No waiver of a term of the Conditions is deemed a further or continuing waiver of that term or any other term. A failure to assert a right under the Conditions does not constitute a waiver of that right.

15. Affirmation regarding age

By using the HW&TT website, you affirm that you are 18 years or over or otherwise possess legal, parental or guardian consent.

16. Applicable law

The Conditions must be construed in accordance with and governed by the laws of Victoria, Australia. You consent to the exclusive jurisdiction of Victorian Courts to determine a matter or dispute which arises under the Conditions.

17. Definitions

In these terms and conditions:

Conditions are these terms and conditions, together with the HW&TT Privacy Policy and any additional terms, conditions, notices and disclaimers displayed elsewhere on the HW&TT website;

Material is text, illustrations, photos, audio, video, any combination of these or other material;

HW&TT website is the website that we own and operate from time to time, regardless of how that website is accessed by users (including via the Internet, mobile phone or any other device); and

Us, **we, relevant websites** or **our** is **Health, Wellness & table Tennis PTY LTD (ABN 30 135 125 272]**.