

GRAMPIANS TREASURE HUNTS

TERMS OF SERVICE

1. Acceptance of terms

- 1.1 Welcome to Grampians Treasure Hunts. These Terms of Service (“**Terms**”) govern your use of the Grampians Treasure Hunts application (**App**), the Grampians Treasure Hunts website (**Site**), and any other products and services we may offer that link back to these Terms (hereinafter collectively referred to as “**the Services**”).
- 1.2 These Terms are important as they form a binding contractual agreement between you and Grampians Treasures Hunts. For that reason, you should ensure that you read them carefully and contact us with any questions before you use the Services.
- 1.3 By using the Services, you acknowledge and agree that you have had sufficient opportunity to read and understand these Terms and that you agree (and have capacity) to be bound by them. If you do not or cannot agree to these Terms, you are expressly prohibited from using the Services and must discontinue use immediately.

2. Definitions

- 2.1 In these Terms, the following definitions apply:
 - (a) “**Grampians Treasure Hunts**” / “**we**” / “**us**” / “**our**” means the Trustee for Rohan P McDonald Family Trust trading as Grampians Treasure Hunts (ABN 43 889 168 268), being the supplier of the Services;
 - (b) “**you**” / “**your**” means you, being a user;
 - (c) “**user**” means a user of the Services (including any part of the Services);
 - (d) “**Your Content**” means content that you create, upload, share, transmit, post, display, perform, publish, distribute or broadcast to or through or in connection with the Services, including but not limited to text, writings, images, photographs, audio, video, graphics, comments, suggestions, feedback, location data, nearby places, reviews and all other forms of information or data;
 - (e) “**Our Content**” means content that we create and make available in connection with the Services including, but not limited to, software, all source code, products, computer code, databases, functionality, visual interfaces, interactive features, graphics, design, compilation, reports, images, photos, audio, video, text and other usage-related data in connection with activities associated with your registration and all other elements and components of the Services excluding Your Content and Third Party Content;
 - (f) “**Third Party Content**” means content, including text, writings, images, photographs, audio, video, graphics, information, applications, software and other content or items belonging to or originating from parties other than Grampians Treasures Hunts or a user and which is available on or through the Services;

- (g) “**Treasure Hunt**” means the treasure hunt activities associated with the use of the App.

3. Your general obligations regarding use of the Services

3.1 You agree to use the Services for personal and recreational purposes only and in accordance with these Terms and all applicable laws, regulations and generally accepted online practices or guidelines. The Services may not be used for any purpose other than that for which we make the Services available, or in connection with any commercial endeavours unless specifically endorsed or approved by us.

3.2 You must not:

- (a) use the Services for any purpose that is unlawful or prohibited by the Terms;
- (b) attempt to copy, duplicate, reproduce, sell, trade or resell the Services;
- (c) systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- (d) make any unauthorised use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user registrations by automated means or under false pretences;
- (e) use a buying agent or purchasing agent to make purchases in connection with the Services;
- (f) use the Services to advertise or offer to sell goods and services;
- (g) use any device, routine or software to crash, delay, or otherwise damage the operation of the Services or engage in any activity that disrupts or interferes with the Services, including the servers and/or networks to which the Services are located or connected;
- (h) circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of the Services and/or the content contained therein;
- (i) engage in unauthorised framing of or linking to the Services;
- (j) make improper use of our support services or submit false reports of abuse or misconduct;
- (k) access (or attempt to access) any of the information available through the Services by any means other than through the means we provide;
- (l) engage in any automated access or use of the system or Services, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
- (m) interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services;

- (n) attempt to impersonate another user or person or use the username of another user;
- (o) use any information obtained from the Services in order to harass, abuse, or harm another person;
- (p) use the Services as part of any effort to compete with us or otherwise use the Services for commercial gain;
- (q) decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services;
- (r) attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any part of them;
- (s) harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you;
- (t) delete the copyright or other proprietary rights notice from any of Our Content;
- (u) except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or using or launching any unauthorized script or other software;
- (v) take any action that disparages us or the Services, or which affects our reputation or the reputation of the Services;
- (w) take any action, in connection with the Services, that disparages, defames, abuses, harasses or threatens others or infringes on the right of others;
- (x) create, upload, share or transmit any content, in connection with the Services, which would breach the representations and warranties you have made in these Terms.

3.3 Although we have no obligation to monitor any person's use of the Services, we reserve the right at all times to:

- (a) monitor use of the Services for breaches of these Terms;
- (b) take appropriate legal action against anyone who, in our sole discretion, breaches the law or these Terms;
- (c) monitor, retain and disclose any information as necessary to satisfy any applicable law, legal requirement, police investigation or other governmental inquiry;
- (d) revoke or restrict access to, disable, remove or limit the availability of, the Services, Your Content, or any portion of them; and
- (e) otherwise manage the Services in a manner designed to protect our rights and to facilitate the proper delivery of the Services.

4. Eligibility to register and use the App

- 4.1 Use of the App will require you to register your email address, a team name and postcode with Grampians Treasure Hunts (“**registration**”). Use of any personal information you provide to us during registration is governed by our Privacy Policy.
- 4.2 The App and Treasure Hunt (including all related Services) are intended for users who are at least 18 years old. Persons under the age of 18 are prohibited from registering to use those Services.
- 4.3 Any persons under the age of 18 who wish to participate in a Treasure Hunt must:
- (a) have the permission of their parent or guardian (who must be a registered user of the Services); and
 - (b) must be accompanied, and directly supervised, by their parent or guardian at all times while participating in the Treasure Hunt.
- 4.4 In registering to use the App, you represent to us and warrant that:
- (a) the information you have provided is accurate, complete and correct and that you will update your information as and when required in order to keep it accurate and up to date;
 - (b) you are not under the age of 18;
 - (c) you are the parent or guardian of any persons under the age of 18 participating in a Treasure Hunt through your registration, you grant permission for them to do so and you are responsible for directly supervising them at all times while participating;
 - (d) you will comply with all applicable laws and regulations when using the App and you will not use the App in a manner which would be in breach of our legal rights or the rights of third parties.
- 4.5 You agree that you will not allow any third party to use your registration for any purpose.
- 4.6 You are responsible for all activity that occurs in connection with your registration. If you believe someone has gained unauthorised access to your registration, you must notify us immediately so that we can take the necessary remedial action. We do not accept any liability for any unauthorised use of your registration.
- 4.7 We reserve the right to alter, amend or delete any registration at any time in the event that we obtain evidence of such registration containing incorrect, false, out-dated or misleading information. Further, we reserve the right to remove, reclaim or change a team name you select if we determine, in our sole discretion, that such team name is inappropriate, obscene, or otherwise objectionable.
- 4.8 You agree to fully indemnify us, our directors, officers, employees, contractors and agents and keep us fully indemnified from and against all claims, losses, damages, costs, expenses, liabilities or proceedings, arising from, or in connection with, any breach of your warranties set out in clause 4.4.

5. Your obligations regarding participation in the Treasure Hunt

- 5.1 We will provide you with a special code which will allow you access to, and enable you to participate in, the Treasure Hunt. You will be required to enter the code in the App at the time of registration, in order to begin the Treasure Hunt. You must take all action necessary to maintain the confidentiality of the code and you agree not to disclose it to, or share it with, any other person. Any disclosure or misuse of the code in breach of this clause may result in your access to the Treasure Hunt being denied and/or revoked, and may lead to the suspension or termination of your access to the Services.
- 5.2 Participating in the Treasure Hunt will involve travelling between and visiting various locations. You should always act carefully, be aware of your surroundings and participate safely.
- 5.3 Your use of the App and participation in the Treasure Hunt is at your own risk and you are solely responsible for all of your actions or omissions when participating, and the actions or omissions of others participating under your registration.
- 5.4 It is your responsibility to maintain such health, liability, personal injury, public liability, life and other insurance policies as you deem reasonably necessary for any injuries that you may incur or cause to other people or property while using the Services.
- 5.5 Without limiting your obligations with respect to use of the Services as set out in these Terms, you acknowledge and agree that when participating in the Treasure Hunt:
- (a) you will not breach any applicable law, rule or regulation (including but not limited to the laws of trespass);
 - (b) you will not encourage or enable any other individual to violate any application law, rule or regulation;
 - (c) you will at all times supervise, and be responsible for, any minor who participates in the Services using your registration;
 - (d) you will act safely and responsibly, take all necessary precautions and do all things necessary to avoid any damage or injury to yourself, others or any property.

6. Service fees

- 6.1 Further details and any additional terms and conditions (including pricing) relating to chargeable Services will be made available when obtaining such Services. Any such terms or conditions form part of these Terms.
- 6.2 We reserve the right to:
- (a) change the pricing for any Services at any time; and
 - (b) change or discontinue any Service or feature in whole or in part at any time.
- 6.3 Unless expressly stated otherwise, the pricing for use of any chargeable service or feature will be GST inclusive.
- 6.4 You are not permitted to transfer any Service purchased by you to any other person.

7. Our Content

- 7.1 Our Content is provided on an “as is” basis for your information and personal use only. Unless otherwise indicated, the Services, Our Content and all copyrights, trademarks, service marks, logos, trade names, trade dress and other intellectual and proprietary rights contained therein (“**IP Rights**”), are owned or controlled by us or licensed to us and are protected by copyright and trademark laws and various other intellectual property rights and laws.
- 7.2 You acknowledge that the Services and Our Content contain original works and have been created, developed, prepared, and compiled by us through the application of considerable time, effort and expense and that they are of considerable value to us. You agree to protect the Services, Our Content and our IP Rights during and after the term of any agreement between you and us created by these Terms.
- 7.3 You further acknowledge that the Services may contain information which is designated as confidential by us and that you will not disclose such information without our prior written consent.
- 7.4 Except as expressly provided in these Terms, you agree that you will not copy, reproduce, aggregate, republish, upload, post, publicly display, encode, translate, transmit, distribute, sell, licence, reverse engineer or otherwise exploit for any commercial purpose whatsoever, any part the Services, Our Content or IP Rights, without our express prior written permission.
- 7.5 Provided that you are eligible to use and register for the Services, you are granted a personal, limited, non-exclusive and non-transferable licence to:
- (a) access and use the Services only as expressly permitted by these Terms and to download or print a copy of any portion of Our Content to which you have properly gained access solely for your personal, non-commercial use;
 - (b) install and use the App on wireless electronic devices owned or controlled by you, and to access and use the App on such devices strictly in accordance with these Terms.
- 7.6 We reserve all rights not expressly granted to you in and to the Services, Our Content and our IP Rights.

8. Your Content

- 8.1 In using the Services, you may be invited to create, upload, share, transmit, post, display, perform, publish, distribute or broadcast Your Content to or through or in connection with the Services. By doing so:
- (a) you automatically grant us a perpetual, non-exclusive, royalty-free, unrestricted, unlimited, irrevocable, worldwide and transferable right and licence to:
 - (i) use Your Content in any way (including, without limitation, by reproducing, copying, hosting, publishing, transmitting, storing, changing, selling, reproducing, storing, communicating and broadcasting Your Content to the public, in any form or by any means, in whole or in part);
 - (ii) distribute Your Content (including without limitation, your image and voice); and

- (iii) prepare derivative works of, or incorporate into other works, Your Content; and

for any purpose (including but not limited to commercial and advertising purposes) and in any media formats and through any media channels and you permit us to authorise any other person to do the same things, subject always to our obligations under our Privacy Policy;

- (b) you consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if any third party has moral rights in respect of any of Your Content, you must also ensure that the third party also consents in the same manner.

8.2 You represent and warrant to us that you have the capacity and all necessary rights to grant the licences and consents set out in clause 8.1.

8.3 You acknowledge that the licences in this clause:

- (a) survive any termination of these Terms or any agreement between you and us created by these Terms; and
- (b) apply to any form, media, or technology now known or hereafter developed, and includes our use of your name and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide.

8.4 We do not assert any ownership over Your Content. You retain full ownership of all of Your Content and any intellectual property rights or other proprietary rights associated with Your Content. We are not liable for any statements or representations in Your Content. You expressly agree to release us from any and all liability, and to refrain from any legal action against us, in connection with Your Content.

8.5 We are under no obligation to monitor Your Content and do not warrant that Your Content is or will be monitored. However, we have the right, in our sole and absolute discretion to edit, redact, or otherwise change any of Your Content, or to move or delete any of Your Content at any time and for any reason, without notice.

8.6 You further acknowledge that you are solely responsible for Your Content and represent and warrant that:

- (a) the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of Your Content do not and will not infringe the proprietary or intellectual property rights of any third party, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party;
- (b) you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us and other users of the Services to use Your Content in any manner contemplated by the Services and these Terms;
- (c) you have the written consent, release, and/or permission of each and every identifiable individual person in Your Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of Your Content in any manner contemplated by the Services and these Terms;
- (d) Your Content is not false, inaccurate, or misleading;

- (e) Your Content does not and will not cause you or us to breach any law, regulation, rule, code or other legal obligation;
- (f) Your Content does not violate the privacy or publicity rights of any third party;
- (g) Your Content does not contain unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation;
- (h) Your Content is not illegal, fraudulent, obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, harassing, intimidating, harmful, vulgar, degrading, racist, discriminatory, blasphemous, or otherwise objectionable (as determined by us);
- (i) Your Content does not contain any type of suggestive, inappropriate, or explicit language;
- (j) if Your Content relates to a review or rating, you have had firsthand experience with the matter being reviewed, you are not affiliated with any competitor if posting a negative review, you have not made any conclusions as to the legality of any conduct, and you are not organizing a campaign encourage others to post reviews;
- (k) Your Content does not impersonate any person or entity, including any of our employees or representatives;
- (l) Your Content does not and will not bring us, or the Services, into disrepute;
- (m) Your Content does not contain any viruses, Trojan horses or other disabling devices which interferes or may interfere with the operation of the Services, or which alters or deletes any information which you have no authority to alter or delete, or which overloads the Services by spamming or flooding them;
- (n) Your Content does not and will not interfere with a party's uninterrupted use and enjoyment of the Services or modify, impair, disrupt, alter, or interfere with the use, features, functions, operation, or maintenance of the Services;
- (o) Your Content does not contain any material that solicits personal information from anyone or exploits anyone (including but not limited to exploitation in a sexual or violent manner);
- (p) Your Content does not otherwise violate, or link to material that violates, any provision of these Terms, or any applicable law or regulation.

8.7 Any use of the Services in breach of the matters set out above breaches these Terms and may result in, among other things, termination or suspension of your rights to use the Services.

9. Third Party Websites and Third Party Content

9.1 The Services may contain links to other websites ("**Third Party Websites**") as well as Third Party Content.

9.2 We should not be taken as having reviewed, investigated, monitored, endorsed or approved Third Party Websites or Third Party Content and we are not responsible for

any Third Party Websites or Third Party Content accessed or available through the Services.

- 9.3 We do not warrant that any links to Third Party Websites work, are up to date or are safe and we do not accept any responsibility for or liability in relation to them or in respect of any Third Party Content. The use of or reliance on any Third Party Websites or Third Party Content is entirely at your own risk.

10. Intellectual Property Rights

- 10.1 We respect the intellectual property rights of others.
- 10.2 If you become aware, or having reason to believe, that any material available in connection with the Services breaches the intellectual property rights of any other person, please contact us immediately.

11. Special Terms relating to the App

- 11.1 The App can be obtained from either the Apple Store or Google Play ("**App Distributors**").
- 11.2 The licence granted to you for the App is limited to a non-transferable license to use the App on a device that utilises the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service.
- 11.3 We are responsible for providing any maintenance and support services with respect to the App in accordance with these Terms or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- 11.4 In the event of any failure of the App to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the App, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application.
- 11.5 You must comply with applicable third party terms of agreement when using the App.
- 11.6 You acknowledge and agree that the App Distributors are third-party beneficiaries of the terms set out in this clause, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms set out in this clause against you as a third-party beneficiary thereof.

12. Advertisers

- 12.1 We allow advertisers to display their advertisements and other information in connection with the Services (such as sidebar advertisements or banner advertisements on the Site). We simply provide the space to place such advertisements, and we have no other relationship with advertisers and we do not accept any responsibility for or liability in relation to their advertisements.
- 12.2 If you are an advertiser, you shall take full responsibility for any advertisements you place in connection with the Services and any goods or services sold through those advertisements. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place the advertisements, including, but not limited to, intellectual property rights, publicity rights, and contractual rights.

13. Disclaimer, limitation of liability and indemnity

13.1 The Services are provided on an “as is” and “as available” basis. You agree that your use of the Service will be at your sole risk.

13.2 To the maximum extent permitted by law, we do not make any guarantees, representations or warranties to you that:

- (a) the Services, or any information obtained through the Services, are accurate, reliable, up to date, complete or free from any errors;
- (b) the Services, or the use of any information through the Services, will meet your needs or requirements;
- (c) any defects in the Services, or in any information obtained through the Services, will be repaired or corrected;
- (d) the Services will generally available or uninterrupted;
- (e) content available for downloading through the Services or delivered electronically will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Services for the reconstruction of any lost data.

13.3 Except for any liability which cannot be excluded by law, Grampians Treasure Hunts, and its associated entities, directors, officers or employees will not be liable for and exclude all liability for any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss or loss of opportunity) howsoever caused (including without limitation by reason of misrepresentation, negligence, tort, breach of contract or breach of statutory duty) which may be incurred by you or any other party arising out of or related to:

- (a) your use or misuse of the Services;
- (b) any use of the Services by any other person in connection with, or using, your registration;
- (c) any breach by you of these Terms or the warranties contained herein;
- (d) failure by you or any other person using your registration to fulfil any obligations relating to your registration;
- (e) unlawful use of the Services on your registration;
- (f) our cancellation of the Services;
- (g) any errors or inaccuracies in any information obtained through the Services;
- (h) any decision made or action taken by you or anyone else in reliance on any information obtained through, or omitted from the Services;

- (i) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Services, including but not limited to participation in the Treasure Hunt;
- (j) any interruption or cessation of transmission to or from the App or Site;
- (k) any problems or technical malfunction (whether or not under our control) of any communication network, telephone network or lines, computer online systems, servers or providers, computer equipment, software, technical problems or traffic congestion on the internet or on any website, or any combination thereof, including but not limited to any injury or damage to your computer or device or any other person's computer or device related to or arising from your use of the Services;
- (l) any third party interference, unauthorised access to or use of your registration, or unauthorised access to or use of your personal and/ or financial information contained therein;
- (m) any loss of data or Your Content;
- (n) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Services by any third party;
- (o) any loss or damage of any kind incurred as a result of the use of any content posted, transmitted or otherwise made available through the Services;
- (p) any product or service advertised or offered by a third party through the Services, or any hyperlinked website, or any website or mobile application featured in any banner or other advertising through the Services.

13.4 You agree to fully indemnify us, our subsidiaries, directors, officers, employees, contractors and agents and keep us fully indemnified from and against any claims, losses, damages, costs, expenses, liabilities or proceedings arising from or in connection with:

- (a) Your Content and our use of Your Content;
- (b) your use of the Services;
- (c) any use of the Services by any other person in connection with, or using, your registration;
- (d) your use of, or reliance on, any information obtained through the Services;
- (e) your conduct in connection with the Services, including any breach by you of these Terms;
- (f) any breach by you of the representations and warranties you have made as set out in these Terms;
- (g) any breach by you of the rights of any third party, including but not limited to, intellectual property rights,
- (h) any harm, loss or damage you have caused to any other person in connection with the Services;
- (i) any malicious damage or interference you cause to the Services or any other

of our marketing and social media platforms and accounts.

- 13.5 Notwithstanding the matters set out in clause 13.4, we reserve the right, at your expense, to assume defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims.
- 13.6 Nothing in these Terms limits, excludes or modifies, or purports to limit, exclude or modify the statutory consumer guarantees or implied warranties as provided under any applicable consumer laws and these Terms are to be read subject to any such laws. If such legislation applies, to the extent that our liability cannot be excluded by law, we limit our liability in respect of any claim to the total amount paid by you (if any) for any chargeable Service purchased by you.

14. Termination

- 14.1 These Terms will remain in full force and effect while you use the Services.
- 14.2 Without limiting any other provision of these Terms, we may at our absolute discretion and without notice or liability, deny or terminate your access to, and use of, the Services, or any part of the Services at any time for any reason (including but not limited to breach of these Terms, or any applicable law or regulation) or for no reason and without explanation.
- 14.3 Upon suspension or termination, your right to use the Services will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any registration or login information and Your Content.
- 14.4 If we suspend or terminate your registration for any reason, you are prohibited from creating a new registration under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to suspending or terminating your registration, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive relief.

15. Privacy

- 15.1 Your privacy is very important to us, which is why we have created a separate Privacy Policy in order to explain in detail how we collect, manage, process, secure, and store your private information. By using our Services, you agree to comply with the Privacy Policy, as amended from time to time. The Privacy Policy can be accessed at <https://www.grampianstreasurehunts.com/privacy-policy>
- 15.2 If you believe that a registration has been created for you or information has been provided to us and/or made available through the Services in violation of your rights, please notify us using the contact details set out below.

16. Electronic communications, transactions and signatures

- 16.1 You consent to receiving electronic communications from us, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and through the Services, satisfy any legal requirement that such communication be in writing.
- 16.2 You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or through the Services. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any

jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

17. Modifications and interruptions to the Services

- 17.1 We reserve the right to change, modify, or remove contents in connection with the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information available through the Services. We also reserve the right to modify, suspend or discontinue all or part of the Services without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.
- 17.2 We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection with the Site.

18. Amendment of these Terms

- 18.1 We reserve the right to modify these Terms at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms and you waive any right to receive specific notice of each such change. You are responsible for ensuring that you regularly review the Terms and to stay informed of updates. Your continued use of the Services after any changes are made to the Terms will be deemed to constitute your acceptance of those changes. If you object to any changes to the terms, you should discontinue use of the Services.

19. General

- 19.1 **Governing Law:** The Services are controlled by us from our offices located in the state of Victoria, Australia. These Terms are governed by and construed in accordance with the laws of the State of Victoria, Australia, and you agree to submit to the jurisdiction of the courts of Victoria, Australia and the laws in force for the time being in Victoria, Australia.
- 19.2 **Assignment:** You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms.
- 19.3 **Severability:** If a provision of these Terms is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 19.4 **Survival:** Termination of these Terms or the Services will not end those provisions that are capable of surviving such termination.
- 19.5 **Waiver:** A provision of or a right under these Terms may not be waived or varied except in writing signed by the person to be bound.
- 19.6 **Further action:** Each party must at its own expense do everything reasonably necessary to give full effect to these Terms and the events contemplated by them.

- 19.7 **No partnership or agency:** Nothing contained in these Terms creates any relationship of partnership or agency between the parties.
- 19.8 **Entire Agreement:** Unless otherwise stated, and to the maximum extent permitted by law, these Terms constitute the entire agreement of the parties about their subject matter and supersede all other representations, arrangements or agreements. Other than as expressly set out in these Terms, you agree that you have not relied on any representation made by or on our behalf.

20. Contact Details

- 20.1 If you have any queries regarding these Terms, wish to obtain further information regarding the Services, need to notify us in relation to any matter relating to the Services or have any other issues or complaints, please contact us at:

Grampians Treasure Hunts

Address: 23-27 Tymna Drive, Halls Gap, Victoria 3381

Phone: +61 3 5356 4281

Email: info@grampianstreasurehunts.com

Website: www.grampianstreasurehunts.com