

TERMS & CONDITIONS

1. BACKGROUND

1.1 These Terms & Conditions form part of the agreement between you (a **User**) and Major League Systems Pty Ltd, ACN 621 664 113, trading as Buncheur (**Buncheur, we, us or our**), setting out the terms and conditions that govern your use of, and interaction with, the **Site**, being the website located at the domain name <http://www.buncheur.com/>.

1.2 A User may use the Site as either:

- an event organiser (**Organiser**) to sell tickets, merchandise and other products, and solicit donations, for events which that event organiser holds, including cycling races (**Events**); or
- an individual considering the purchase of tickets, merchandise and other products, and/or considering donations, for any Event or Events (**Participant**).

1.3 By clicking “I Agree”, or otherwise using and interacting with the Site, you agree to:

- (a) these Terms & Conditions; and
- (b) our Privacy Policy, available at <http://www.buncheur.com/privacy>,

together, the **Agreement**. We may require you to enter into one or more other agreements in respect of your use of the Site from time to time (including, in the case of Organisers, the Additional Organiser Terms & Conditions). If you do not agree to the terms of the Agreement, or such other agreement or agreements, we may determine, in our absolute discretion, not to allow you to use the Site or restrict your rights to use the Site.

2. SCOPE OF SITE

2.1 Buncheur provides a facility on the Site for Organisers to sell tickets, merchandise and other products, and solicit donations, for Events and for individuals to purchase those tickets, merchandise and other products, and to make those donations.

2.2 Other facilities may be available on the Site to tabulate results and shows rider performance in Events and for other Event related reporting. Buncheur will determine in its sole discretion what functionality the Site provides to Users.

2.3 Any transaction entered into via the Site (including any payment transaction) is not a transaction between Buncheur and you. It is a transaction between the relevant Organiser and relevant Participant. Buncheur accepts no responsibility for any obligations of any User pursuant to a transaction entered into via the Site. Any agreement between Users does not form part of the scope of the services provided by Buncheur or the Site, and Buncheur does not endorse, review or assess in any way, and is not a party to, any such agreement.

2.4 Buncheur may charge booking and other fees to an Organiser if a Participant enters into any transaction with that Organiser via the Site. Except as otherwise provided by law, no such fees are refundable in any circumstances.

2.5 No refund or exchange facilities are available via the Site. If any Participant wishes to seek a refund or exchange in respect of a ticket for any Event, or in respect of any merchandise or other products, the Participant must contact the relevant Organiser directly.

- 2.6** You acknowledge and agree that any content or material you submit on the public forums on the Site may automatically and without time delay be published on the Site. We are under no obligation to control, vet or curate in any way content or material that is displayed on the Site which has been uploaded, posted, transmitted or otherwise made available by any User on the Site.
- 2.7** As a User, you must specify within your account description whether you are an individual (and, if so, you must specify your age) or represent a business entity. If you are an individual under the age of 18, your parent or guardian must open the account on the Site on your behalf.
- 2.8** We may, in our absolute discretion, refuse to allow any person or entity to use the Site or to register or create an account on the Site. We may also, in our absolute discretion, cancel or suspend any existing account or User.
- 2.9** If we refuse to allow you to use the Site or to register or create an account on the Site, or if we cancel your account on the Site, then you must not without our consent (which we may grant or withhold in our absolute discretion) seek to use the Site at any future time or to create any further accounts with us and we may deny you access to the Site and terminate any other accounts you operate.
- 2.10** The Site may not be accessible at all times, for example, if we are carrying out maintenance in respect of the Site or for reasons beyond our control. We do not provide any warranty regarding the availability of the Site at any time.

3. GENERAL EXCLUSIONS

- 3.1** Without limiting any other provision of the Agreement, Buncheur has no liability, of any nature:
- (a) for any Event including whether or not that Event is held or is held at the originally scheduled time, or held to a satisfactory standard or in the manner described on the Site; or
 - (b) for or in respect of any Participant that participates in, or attends, any Event (including in respect of any injury or death of any Participant or any loss of or damage to any property of any Participant).
- 3.2** Without limiting any other provision of the Agreement, Buncheur has no liability, of any nature, for any merchandise or other products that may be purchased by a Participant from an Organiser and no liability in respect of any donations, of any nature, made by a Participant to an Organiser, or any other person associated with an Organiser, including as to how any such donation will be utilised.
- 3.3** Buncheur is not responsible for, and accepts no liability with respect to, any content or material uploaded, posted, transmitted or otherwise made available by any User on the Site. For the avoidance of doubt, we will not be taken to have uploaded, posted, transmitted or otherwise made any such content or material available on the Site simply by facilitating others to post, transmit or make such content or material available. We do not endorse any opinion, advice or statement made by any person other than us.
- 3.4** We do not warrant or represent that anything you submit to the Site will be published, or that publication of details of any Event will reach any particular audience size, or obtain any particular engagement with Participants, including via purchasing tickets, merchandise and other products, or the making of donations.

- 3.5** We have no obligation to any User to assist or involve ourselves in any dispute between Users. Any such dispute must be resolved directly between the relevant Users.

4. GENERAL OBLIGATIONS

- 4.1** When accessing and using the Site, you must:

- (a) only access and use the Site as intended through the functionality of the platform;
- (b) not seek, in any way (including by excessive use, the use of any automated means to purchase tickets for an Event or otherwise), to impair or modify the functionality of the Site or the ability of any other person to use the Site;
- (c) not, except with the prior written consent of Buncheur, provide any of the information which is available on the Site, including results and rider performance in Events and other Event related reporting, to any third person for use for or in connection with holding or organising an event of any nature or for any commercial purpose; and
- (d) at all times comply with the Agreement and all applicable laws and regulations.

- 4.2** You must not use the Site for any illegal or immoral purpose.

- 4.3** You represent and warrant that any content or material, of any nature, uploaded, posted, transmitted or otherwise made available by you on the Site:

- (a) is accurate, complete, and up-to date;
- (b) except if you are an Organiser and the content or material relates to an Event, does not constitute advertising or the promotion or offer for sale of any goods or services;
- (c) is not defamatory, threatening or harassing, or potentially or actually harmful to us or any other person, where harm includes, but is not limited to, economic loss that will or may be suffered by us;
- (d) does not infringe the intellectual property rights of any person or entity;
- (e) includes all necessary, valid releases (including without limitation moral rights waivers);
- (f) is not obscene and does not contain any material that, in our sole and absolute discretion, is in any way inappropriate or unlawful, including, but not limited to obscene, inappropriate or unlawful images; or
- (g) does not contain (or contain any link to) any malicious code, data or set of instructions that intentionally or unintentionally causes harm or subverts the intended function of any platform (including the Site) or that may damage, modify, delete, detrimentally interfere with, intercept, access without authority or expropriate the Site, any system or any data or personal information.

- 4.4** If we determine, at our sole discretion, that you have breached an obligation under this clause 4, we reserve the right to remove any content or material from the Site and to terminate your account and deny you any further rights to use or access the Site.

- 4.5** Any information that you post in the public forums on the Buncheur Site or any social media sites is public information. Such information can be collected and used by others and we are unable to restrict or control such collection or use.

5. PARTICIPANT SPECIFIC PROVISIONS

- 5.1** Each Participant must carefully review the terms and conditions applicable to any purchase the Participant makes via the Site to ensure those terms and conditions are acceptable to that Participant. Buncheur does not endorse, review or assess in any way any such terms and conditions.
- 5.2** A Participant may make direct enquiries with an Organiser in relation to an Event listed on the Site by that Organiser and/or in respect of the sale of tickets, merchandise and other products, or donations, for Events. All such communications must be made in the manner specified in the Site.
- 5.3** If you participate in an Event and the Organiser of that Event provides to us details of your results in that Event (including your place and time for finishing the Event), you agree we may publish those details on the Site.

6. INTELLECTUAL PROPERTY

- 6.1** We own, or are licensed to use, all intellectual property rights in the Site and the content and material that we have included on the Site. Nothing in the Agreement gives you any rights, title or interest in the Site or any such content or material.
- 6.2** You grant an unrestricted, worldwide, royalty-free licence to us to use, reproduce, modify and adapt any content or material uploaded, posted, transmitted or otherwise made available by you on the Site for the purpose of publishing material on the Site and as otherwise may be required to provide services on the Site or for the general promotion of the Site. You waive any moral rights you have in any such content or material. You warrant that you have the rights to grant us each such licence.

7. LINKS TO OTHER WEBSITES

- 7.1** We may include links to third party websites on the Site.
- 7.2** Use of any third party website is subject to the relevant third party's terms and conditions.
- 7.3** We make no representation or warranty as to any third party website.

8. NO WARRANTIES AND LIMITATION OF LIABILITY

- 8.1** Except for any warranty which may not be excluded by law, we exclude all warranties in relation to the Site and the use of the Site, whether express or implied by any legislation, the common law or otherwise.
- 8.2** Except as otherwise provided by law and notwithstanding any other provision of the Agreement, we exclude all liability to you for any loss or damage (actual, special, direct, indirect and consequential) of every kind and nature, costs, expenses, lost profits, lost revenue, lost savings and loss of opportunity, arising out of, or in connection with, the Site or any use of the Site or any breach by us of the Agreement, and any claims by any third person even if, in any case, we knew that loss was possible or the loss was otherwise foreseeable.
- 8.3** Where our liability to you for any breach of the Agreement may not be excluded by law (other than breach where liability cannot by law be limited), our liability is limited, at our option, to any one of resupplying, replacing or repairing, or paying the cost of resupplying, replacing or repairing, goods in respect of which the breach occurred, or supplying again or paying the cost of supplying again, services in respect of which the breach occurred.

- 8.4** Where our liability to you for any breach of the Agreement may not be excluded by law (other than breach where liability cannot by law be limited) and clause 8.3 does not apply, our liability is limited to the greater of any amount that you paid us in respect of use of the Site in the 12 month period prior to the date the claim is made and \$50.

9. ADDITIONAL TERMS & CONDITIONS APPLICABLE TO THE PROTECTEUR PAGE

- 9.1** If you use the Protecteur/Advocacy Report page of our website, which is available when you log into your Buncheur Account (**Protecteur Page**), these Terms & Conditions will apply in addition to the terms and conditions that apply to your use of the Protecteur Page, which are available on the Protecteur Page (**Protecteur Terms**). In the event of any inconsistency between these Terms & Conditions and the Protecteur Terms then, in relation to your use of the Protecteur Page, the Protecteur Terms prevail to the extent of the inconsistency.

10. MODIFICATIONS TO TERMS & CONDITIONS

- 10.1** We may modify these Terms & Conditions from time to time. The most up to date version of these Terms & Conditions is available on the Site.
- 10.2** If you do not agree with any modification to these Terms & Conditions, you must immediately terminate your account and you must stop using or accessing the Site, in any way.

11. CONTACTING US

- 11.1** If you have any complaints or objections to any content or material posted on the Site you may contact us at the contact details set out in clause 11.3, notifying us of the relevant content or material (Requested Content) and requesting that we take the Requested Content down (Takedown Request).
- 11.2** You acknowledge that notwithstanding any Takedown Request, we are under no obligation to remove any Requested Content, or any other content or material on the Site, other than where required by law. If we do remove Requested Content, then you acknowledge that such removal is done on a without prejudice basis. You release us from any action, claim, proceedings, damages or other obligation which you may make, institute or claim against us in relation to any Requested Content, whether or not it is removed from the Site.
- 11.3** To make a Takedown Request or if you have any other questions or complaints in relation to the Site or the Agreement, then please contact us at support@buncheur.com or call us on 0411 445 375.

12. GOVERNING LAW

- 12.1** The Agreement is governed by the laws of New South Wales.