

PROTECTEUR PAGE TERMS & CONDITIONS

1. BACKGROUND

- 1.1** These Terms & Conditions form part of the agreement between you (**you** or a **User**) and Major League Systems 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 the Protecteur/Advocacy Report page of our website, www.buncheur.com (**Site**), which is available when you log into your Buncheur Account at <https://www.buncheur.com/protecteur>. That page is referred to in these Terms & Conditions as the **Protecteur Page**.
- 1.2** Please read these Terms & Conditions carefully. If you do not agree with these Terms & Conditions, do not upload material or content via the Protecteur Page.
- 1.3** By clicking “Submit Incident”, or otherwise using and interacting with the Protecteur Page, you agree to:
- (a) these Terms & Conditions; and
 - (b) our Privacy Policy specifically relating to the Protecteur Page, which is available on the Protecteur Page,
- together, the **Agreement**.
- 1.4** The Agreement applies in addition to the terms and conditions that apply to your use of the Site generally, which are available here: <https://www.buncheur.com/terms> (**General Terms**). In the event of any inconsistency between these Terms & Conditions and the General Terms then, in relation to your use of the Protecteur Page, these Terms & Conditions prevail to the extent of the inconsistency.

2. SCOPE OF THE PROTECTEUR PAGE

- 2.1** We may, in our absolute discretion, refuse to allow any person to use the Protecteur Page or to upload material or content via the Protecteur Page.
- 2.2** You acknowledge and agree that any material or content you upload via the Protecteur Page may be used by Buncheur, in its absolute discretion, for the purposes of compiling and publishing statistics regarding the occurrence of road incidents in Australia involving bicycles and the number of penalty notices issued by Australian police forces in connection with such road incidents.
- 2.3** The Protecteur Page may not be accessible at all times, for example, if Buncheur is carrying out maintenance in respect of the Protecteur Page or for reasons beyond its control. Buncheur does not provide any warranty regarding the availability of the Protecteur Page at any time.

3. GENERAL USER OBLIGATIONS

- 3.1** A User may only use the Protecteur Page to upload material and content in relation to traffic incidents involving cyclists.
- 3.2** No person under the age of 18 may use the Protecteur Page or upload material or content via the Protecteur Page.
- 3.3** You represent and warrant that:
- (a) you are 18 years of age or older; and

- (b) if you upload material or content via the Protecteur Page, that material or content relates to a traffic incident in which you were involved or a traffic incident involving a person under the age of 18 years for whom you are a parent or guardian (in which case you enter the Agreement on behalf of that person under the age of 18 years and all references to “you” in the Agreement will be interpreted as references to you on behalf of that person).

3.4 You represent and warrant that all material and content uploaded by you via the Protecteur Page:

- (a) is accurate, complete, and up-to date;
- (b) does not contain any personal information of any individual other than you. For the purposes of this clause, personal information means any information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether or not true (for example, if video footage could identify another person, his or her face should be blurred before the video is uploaded to the Protecteur Page);
- (c) is not defamatory, threatening or harassing, or potentially or actually harmful to any person; and
- (d) is not obscene and does not contain any material or content that, in Buncheur’s sole and absolute discretion, is in any way inappropriate or unlawful, including, but not limited to obscene, inappropriate or unlawful images.

3.5 You grant an unrestricted, worldwide, royalty-free licence to Buncheur to use, reproduce, modify and adapt any material or content uploaded by you via the Protecteur Page for any purpose determined by Buncheur. You waive any moral rights you have in any such material or content. You warrant that you have the rights to grant each such licence.

3.6 If Buncheur determines, at its sole discretion, that you have breached an obligation under this clause 3, Buncheur reserves the right to destroy any material or content that you uploaded to the Protecteur Page.

4. MODIFICATIONS TO TERMS & CONDITIONS

4.1 We may modify these Terms & Conditions from time to time. The most up to date version of these Terms & Conditions is available on the Protecteur Page.

4.2 If you do not agree with any modification to these Terms & Conditions, you must immediately stop using or accessing the Protecteur Page, in any way.

5. GOVERNING LAW

5.1 The Agreement is governed by the laws of New South Wales.