

Bankstown Sports FREE WiFi

Terms and Conditions of use

The Bankstown Sports Free WiFi service is provided to you by the club, and is accessible in participating outlets that are enabled with a wireless local area network. You must be a patron of Bankstown Sports to access this service. For the purposes of these Terms & Conditions, any reference to "you" or "your" includes, but is not limited to, the owner and authorised user of the computer or mobile device used to access the Free WiFi. You are responsible for providing your own computer or mobile device (wireless enabled device) that is capable of accessing this service, and the computer or device must have its own power source. Bankstown Sports does not provide power, tech support, information technology advice or assistance to any user of the Free WiFi Service. You must not use this Free WiFi service under any circumstances if you do not have the express permission of Bankstown Sports Club, the lawful owner of the wireless enabled device.

Access to, and use of the Free WiFi is subject to the Terms & Conditions set out below. By accessing and using the Free WiFi, you agree to accept these Terms & Conditions without limitation. Bankstown Sports may at any time revise these Terms & Conditions. Since you are bound by these Terms & Conditions each time you access and use the Free WiFi, you should carefully review this document each time you do so. If you do not agree to these Terms & Conditions, you must not access or use the Free WiFi.

Speed and Reliability of the Free Wifi

Our Free WiFi provides you with free broadband internet access which can achieve maximum download speeds of up to 512Kb/s and maximum upload speeds of 128Kb/s. The speed and throughput of this service will vary depending on a number of factors including, but not limited to: the capabilities of your wireless enabled device, the physical location of the wireless access points inside Bankstown Sports, Free WiFi user traffic during time of access, general internet congestion, wireless signal interference and the location of your wireless enabled device within the club. Each wireless access point has a limited range.

Bankstown Sports will endeavour to provide you with reliable, stable and secure access to the Free WiFi but does not promise that the access will be continuous, fault-free, secure or accessible at all times. Bankstown Sports advises that this Free WiFi access is not suitable for supporting any application which requires continuous, fault-free network connectivity or uninterrupted data traffic flow. Without limiting any other provision of these Terms & Conditions, Bankstown Sports will not be liable if the Free WiFi becomes unstable, un-secured, slow or unavailable for any reason.

Bankstown Sports will endeavour to monitor and attend to any Free WiFi faults, malfunctions or other problems associated with the access, but is under no obligation to rectify any such faults, malfunctions or problems associated with the Hotspot within any specified timeframe.

User Obligations and Limitations

Free WiFi is intended to be used in a fair and "community-minded" manner. To this end, Bankstown Sports may, in its absolute and sole discretion, limit or block certain websites and/or content that it considers inappropriate or that may bring negative exposure or harm to Bankstown Sports' reputation and/or brand. This includes, but is not limited to websites and/or content that:

- Could cause Bankstown Sports to be in breach of any law, code or instrument which governs its conduct or to incur a liability to any third person or entity;
- Could interfere with the integrity and/or performance of Bankstown Sports' other networks or equipment;
- Depicts, alludes to or promotes offensive or illegal behaviour;
- Is patently offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- Harasses or advocates harassment of another person;
- Exploits people in a sexual or violent manner;
- Contains nudity, violence, or offensive subject matter or which may contain links to adult websites;
- Promotes conduct that is abusive, threatening, obscene, defamatory or libellous;
- Promotes obtaining an illegal or unauthorised copy of another person's copyrighted work (including but not limited to file sharing applications such as Newsgroups or peer to peer (P2P) applications amongst many other publicly available software);
- Involves the transmission of 'junk mail', 'chain letters', or unsolicited mass mailing or "spamming";
- Furthers or promotes any criminal activity or enterprise, or provides instructional information about illegal activities including but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- Using network packet sniffing tools in an attempt to spy on other users
- Contains any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information; or
- Uses sexually suggestive imagery or any other inappropriate, misleading or deceptive content.

Furthermore, Bankstown Sports may immediately terminate and block your access to the Free WiFi if you access or use the service in contravention of these Terms & Conditions, attempt to manipulate or bypass any limitations of the Free WiFi by any means, or behave in a vexatious, illegal, inappropriate, or unsociable manner.

Access to, and use of websites and/or content is also subject to such websites and/or content passing through the firewalls, anti-virus and other managed security systems prior to the Internet pages being delivered to your wireless enabled device, and which are determined and set in Bankstown Sports' sole discretion.

Security

The internet is an inherently insecure communication medium. Whilst Bankstown Sports will endeavour to provide secure access through this Free WiFi, it cannot guarantee the security of the service at all times. You are solely responsible for any information or data uploaded, downloaded or otherwise communicated via the WiFi and you are responsible for keeping all usernames, passwords and other security-based information secure and private at all times.

Without limiting any other provisions of these Terms & Conditions, Bankstown Sports shall not, in any way, be liable to you for any kind of loss or damage incurred as a result of your use of the Free WiFi, including but not limited to any viruses you may become subject to during your use of the service.

Bankstown Sports strongly recommends you install anti-virus software and a personal firewall on your wireless enabled device to block unwanted traffic or downloads to your device.

Privacy

Bankstown Sports is committed to safeguarding personal privacy. It recognises that individuals have a right to control how their personal information is collected and used. Bankstown Sports will only collect, use and store your personal information for the purposes of delivering the Hotspot in accordance with applicable legislation and these Terms & Conditions. Without limiting the above, Bankstown Sports advises that it will not capture or attempt to capture any personal information without your consent, whilst you access and/or use the Free WiFi.

However, once you access the Free WiFi and open your Internet Browser application to view a website, Bankstown Sports will capture and process information regarding your web browser type and/or operating system information as used by your wireless enabled device, in order to determine the most effective and/or customised way to display the requested webpage on your device.

Bankstown Sports will also collect and store the IP and MAC address of the wireless enabled device that has accessed the Hotspot, once the Terms & Conditions of access have been agreed to.

Bankstown Sports is not in any way responsible for how any third party (including but not limited to any website that you access and/or use through the Hotspot) collects and/or uses your personal information. You are solely responsible for checking the terms of use and privacy policy of each website you visit on a case by case basis, and determining whether you accept such terms of use and/or privacy policies.

If you have any queries regarding Bankstown Sports collection and/or use of your personal information, you may visit

http://www.bankstownsports.com/file/64973/Privacy_Policy_March_204_final.pdf

Limitation of Liability

Your access to and use of our Free WiFi service is at your own risk.

Without limiting the above, Bankstown Sports makes no warranties or representations as to the accessibility, security, stability or reliability of the Free WiFi service and Bankstown Sports specifically disclaims any liability or responsibility for any Hotspot faults, failures or interruptions or the accuracy, timeliness, completeness, security or reliability of any communications (including, without limitation, any transactions) made whilst accessing the Free Wifi service.

Neither Bankstown Sports nor any other party involved in delivering the Free WiFi is liable for any direct, incidental, consequential, indirect, or punitive damages arising from your access to, use of, or inability to use or access, the Hotspot for any reason whatsoever, even if Bankstown Sports has been notified or advised of the possibility of such damages.

Bankstown Sports assumes no responsibility, and makes no warranty or representation in relation to, and shall not be liable, in regard to your use of any third party proprietary software.

Bankstown Sports assumes no responsibility, and shall not be liable for, any viruses which may cause damage to your computer or mobile phone device, or any other property that has accessed the Hotspot.

Bankstown Sports is not responsible for the content of any website accessed or used via the Free WiFi service. Your access to and use of any website or network connection whilst using the Free WiFi service is entirely at your own risk.

Indemnity

You agree to indemnify and must defend and hold harmless, Bankstown Sports and its personnel, from and against all loss, damage, liability, charge, expense or cost (including all reasonable legal and other professional costs on a full indemnity basis) of any nature or kind arising from your breach of these Terms & Conditions.

Blocked Content and Availability

Bankstown Sports uses a commercially available firewall to automate content management. Certain websites, email providers and their country of origin are routinely blocked and unblocked depending on their threat level as part of the Internet Global Defence Initiative from hackers, spyware, malware and associated contexts.

Bankstown Sports cannot guarantee access to any internet connected country, website, service, port or protocol and cannot guarantee the availability of any publicly available service in an ongoing fashion.

Bankstown Sports content filter policy is updated and applied in 30 minute intervals and as such our content filter appliance may block a specific internet connected country, website, service, port or protocol at any time without warning or explanation. Bankstown Sports enforces this policy to assist in keeping our users' Free WiFi experience as consistent as possible. Bankstown Sports cannot assist with individual users' requests to unblock specific countries, websites, services, ports or protocols.