

## **Activator website terms of use**

Thanks for visiting our website (**site**). These **terms** apply to your relationship with RMIT (**we, our, us**). By using the site, enrolling in one of our courses, attending our premises or participating in one of our events or activities, you agree to these terms, as a **user**.

The site is a great resource for students, staff, alumni & visitors to RMIT. It contains information & content (**content**) about our courses, products, events, activities & services (**services**) & it includes some secure sections for registered students, staff & alumni.

We may update these terms from time to time. If you use the site or services or participate in one of our events or activities after an update, you're taken to have agreed to the updated terms.

All users are subject to RMIT's other [Policies published here](#) & as otherwise on our sites from time to time, relating to students, staff & acceptable behaviour, as well as our [Health, Safety & Security Policy](#), [Acceptable Use of ICT Resources Policy](#), & [IT Policy](#).

We may run activities & events, competitions, & promotions via the site, as well as in real life. Separate T&Cs may apply to those events. You may also be enrolled as a member of the Activator community if you attend of our events. We will communicate with you in accordance with our [Privacy Policy](#). If you otherwise enter into a specific, separate agreement with us (eg an employment contract), then that agreement prevails in relation to its subject matter if there's any inconsistency.

### **1) Privacy**

RMIT's [Privacy Policy](#) applies to all users of this site, the information you provide us, as well as your interactions with the site & other users. It sets out how we collect, use, disclose & protect your personal information as well as covering details like the use of cookies on our site. By accessing or using this site you agree to the Privacy Policy.

### **2) Acceptable behaviour**

Some parts of our site may be interactive, or allow you to post comments, or your own content such as images, text or videos. This also includes our social media sites. Certain parts of our site & our social channels (including the interactive parts) may be operated by a third party or using third party technology, which also have separate T&Cs.

All our [policies located here](#) as well as those otherwise published on our websites, including the Activator Code of Conduct, apply to your conduct on this site, our social media sites & any of our activities you attend. If you engage in behaviour which is not acceptable, we may give you a warning, or suspend or end your access to the site or our services or require you to leave or stop participating in an activity. If the behaviour is captured by another university policy, you may also be dealt with under that policy, not just these terms.

We don't tolerate behaviour, content or use of the site which is: hurtful, offensive, discriminatory, obscene, derogatory, sexually explicit or pornographic, defamatory, illegal or violent. You must be respectful of other users, students, staff & alumni. You must not use the site or any activities to bully, harass or troll, or to disrupt other users, students, staff or alumni.

We don't monitor the site or all activities & events continuously: if you see behaviour or content which is not acceptable or which doesn't comply with these terms, please tell us immediately. We may remove unacceptable content from the site.

You must not use the site, or an activity to publish or send malicious content (such as phishing, viruses or Trojans), with the intent to compromise our or a user's account, security, identity, IT environment or to breach confidentiality. You must not use the site to publish or send spam (unsolicited commercial electronic messages), or any other commercial communications. You may not use the site for any unlawful purposes, fraud, or to conduct or promote illegal activities. You must not infringe our or another person's intellectual property.

### **3) Intellectual Property**

The content on the site includes things like text, code, software, video, music, sound, graphics, photographs, illustrations, artwork, names, logos, trade marks, service marks & other material which is protected by intellectual property laws (eg copyright, patents, & registered trade marks & designs), as well as & other legal rights & actions. The site includes content which we own or control, as well as content which is owned or controlled by other parties, which we licence.

Using the site doesn't give you any rights or licences to the content, other than as set out in these Terms. You may not copy, reproduce, republish, reverse engineer, decompile, distribute, modify, upload or create any derivative works from the site or the content.

You should not use the content, or our trade marks or names without our prior consent. If you become aware of unauthorised access to the site or use of the content which infringes any right, please tell us.

If the site contains links to other third party webpages, your access to those sites will be covered by terms between you & the other operator of those pages. We don't control what's on those pages or in any third party content online. We are not responsible for any of their content, including links or other functionality like e-commerce. If our site contains a link to a third party web page, it's not necessarily an endorsement by us of that third party, their page or their products or services. If you have questions or concerns about those third party pages or content, you should contact the relevant owner or operator of that page.

You can link to the site in a way that is fair & legal & does not damage our reputation or take advantage of it. You cannot link, frame, refer to, or post your own material (**material**) to, or otherwise use the site, or our services, in a way which incorrectly suggests any form of association, approval or endorsement by us, or in a way which would be misleading or deceptive, or likely to mislead or deceive.

By submitting your material to the site (including comments, images or other posts) you warrant you are its sole author; the material is not false or misleading; and, it does not infringe any person's intellectual property rights, or any other applicable laws. We don't recommend that you publicly post your address, email, or contact other personally identifying information. By submitting your own material to the site you grant us (and our affiliates) a royalty-free, unrestricted, world-wide, sub-licensable, perpetual, irrevocable, non-exclusive, transferable licence to use, copy, reproduce, modify, edit, alter, create derivative works from, commercialise, publish, & perform the material in anyway, in any medium. If your posted material depicts another person, you need to have their permission before you submit it, & you confirm they agree to have it dealt with in accordance with these Terms, including the section on Privacy above. You (and anyone appearing in your material) consent to any act or omission that would otherwise infringe any moral rights. We don't constantly monitor the site, but we may also delete any material you post, in our sole discretion.

#### **4) Attending activities**

We always aim for events to run smoothly, however, sometimes things don't go as planned. We reserve the right to add, withdraw, reschedule, vary or substitute prices, prizes, venues, offerings, speakers & audience capacity at activities. Your admission to an activity is also subject to any T&Cs which the venue applies, including about things like smoking or access to certain areas of a premises. We reserve the right to undertake a reasonable search of attendees & their possessions at the time of entry to the venue. This is a safety requirement. We (or the venue) reserves the right to refuse entry to an activity for any reason, including where a ticket hasn't been acquired from an authorised channel. Tickets cannot be resold or used as prizes. For paid ticketed events, we may not be able to refund or exchange tickets, except as required by law.

When you're attending one of our activities, you must follow our reasonable directions – including instructions about safety matters. You must not do anything which would cause us (or other users or attendees) to be in breach of a law or regulation. You must not cause any damage to property, systems or injure other people. You will take reasonable care of yourself & responsibility for your own health. You will also take reasonable care in interacting with other members and participants & the assets & resources provided at the event venue.

We encourage you to hashtag, geotag, or check-in to our activities, but if you otherwise want to use our IP in something you develop, you will need to get our written permission first, which we may not be able to give. We may also apply a licence fee, or royalty, as well as other conditions, to your use of our IP.

## **5) Photos & recordings at activities**

When you attend an activity you may be photographed or recorded. By attending, you consent to us taking those photos or recordings. If you don't want us to take any photos or recordings, you need to let our photographers know, & we will do our best not to include you in the photos or recordings. However, we can't guarantee that we will be able to crop you out of everything, & you may still appear incidentally or in the background of recordings or photos we take. We may use the photos & recordings for our own purposes, including marketing purposes & including on our sites. As part of this, we may edit them however we want. We may also provide the photos & recordings to our related industry partners or event partners for their use as well. Notwithstanding our privacy policy, we will own all rights in the photos & recordings we take at our activities, & you waive any rights you may have in them, & you consent to the use & publication & disclosure of the photos & recordings we take. By attending the activity, you agree to this, as it is a condition of entry or participation.

## **6) Reliance & liability**

The following text doesn't affect any warranties or liabilities which cannot be excluded or limited under applicable law. Your use of the site & participation in any activities are at your own risk. The site, its content, & any activities are provided by us on an "as is" basis, without any warranties, either express or implied. Neither us nor any one associated with RMIT makes any warranty or representation in relation to the completeness, security, reliability, quality, accuracy, or availability, of the site or our activities. In no event will we or any of our affiliates, licensors, service providers, employees, agents, officers or directors be liable for damages or any kind (including under contract, tort or negligence), arising out of or in connection with your use (or in ability to use) the site, or any websites linked to it, any content on the site, or any activities, including any direct, indirect, special, incidental, consequential or punitive damages, which includes, but is not limited to personal injury, pain & suffering, emotional distress, loss or revenue or profits or business or anticipated savings, loss of use or goodwill, loss of data, even if such loss was foreseeable (**loss**). You acknowledge that you use the site & engage with us at your own risk. Neither us nor our partners involved in the site or activities will be liable for any loss you incur in connection with the site or activities. You agree you will take reasonable precautions in your use of the site & engagement in activities. We endeavour to ensure the site & content is accurate, complete or fully up to date.

Further, the site & content may not always operate uninterrupted, or be error- or defect-free. It may not be compatible with your device, internet access type or limits, or browser. We will do our best in light of technical constraints, but we can't warrant that the site or content is free from viruses, worms, Trojans, or similar, or that it will be free from hacks, denial of service attacks; & we are not liable for any damage or losses you might incur as a result of any of these. Given we do not continuously monitor all site activities, we are not responsible for content provided by third parties – including other students, staff, alumni or other visitors.

## **7) General**

These terms are governed by the laws of Victoria. If any of these terms are or become invalid, at our option, the relevant part is severed, & doesn't affect the validity of the remaining parts. Neither of us, nor you, is (or can you represent yourself to be) an employee, partner, agent or other authorised representative of the other. A waiver has to be in writing & signed. We don't waive a right if we fail to exercise it or delay exercising it.