

# Rowing Victoria BUY & SELL Terms and Conditions

The following terms and conditions ("**Terms**") must be accepted by persons wishing to place advertisements (referred to in these Terms as "advertisers" or "you" – depending on the context) with Rowing Victoria Inc (ABN 95 878 063 094) (referred to in these Terms as "**RV**", "**us**" or "**we**" – depending on the context). You are required to accept these Terms before proceeding to place an ad with us and by accepting, you agree to be bound by and to comply with these Terms as stated below. RV reserves the right to change these Terms from time to time.

1. You are responsible for ensuring that all material provided to us complies with all legal requirements applicable to the advertisement you place with us.
2. You must ensure that your ad will not:
  - a. contain or refer to any misleading, deceptive or fraudulent statements or offers;
  - b. be unrelated to the sport of rowing;
  - c. contain any obscene, threatening, indecent or defamatory material or material disclosing confidential information; or
  - d. disclose information which identifies an individual or which can be used to identify an individual unless that person has consented to their personal information being disclosed.
3. RV makes no guarantees or representations regarding placement of your ad or the content of ads grouped with your ad.
4. RV is not liable for any errors or typos which appear in your ad (regardless of whether the relevant error is our responsibility or yours).

## Exclusion of Warranties

5. RV does not and cannot guarantee continuous, uninterrupted access to our services and the RV site. While we endeavour to ensure availability of and access to the RV site, operation of this site and our services may be interfered with by numerous factors, including by factors outside of our control.
6. RV provides this service "as is" and without any warranty or condition, express or implied. In addition, RV makes no warranty that the services provided by us, including the RV site, will be timely, secure or error free.

## Limitation of Liability

7. RV will not be liable for any lost profit or any direct, indirect, incidental, special or consequential loss or damage (including but not limited to economic damages) incurred by you arising out of or otherwise in connection with your use of the RV site or our services (including as a result of any negligent act or omission). Rowing Victoria's liability to you (including for negligence and under any implied warranties which cannot be excluded at law) is limited to (at our election) the re-supply of services supplied or offered by us or the cost of this re-supply.

## Indemnity

8. You agree to indemnify us and hold us harmless from all liability (including, but not limited to, liability as a result of or in connection with infringement of a third party's intellectual property right or moral right, and negligence) and any claim or demand (including any claim or demand made by any third party or any claim or demand based on negligence) as a result of or otherwise in connection with these Terms, the RV site or use of the RV site or our services.

## Advertising Policy

9. Ads will be published on the Rowing Victoria website for 1 calendar month at which time you may request to re-advertise for another month at no charge.
10. We reserve the right to (at our sole discretion) verify the availability of articles offered for sale and to select, edit, condense, or refuse, an ad. We will also refuse to publish ads that offer for sale any item that is deemed by us (at our sole discretion) to be inappropriate for publication. Under certain circumstances (and at our sole discretion), we may only accept ads on a prepaid basis.
11. This online ad placement system is available to private advertisers only. Commercial advertisers should contact RV directly to discuss their options for advertising via the RV site.
12. It is your responsibility to notify RV upon the sale of the advertised item to ensure that the ad is removed from this site and any other publications.
13. You must be the legal owner of the item you are advertising (or have the permission of the legal owner to place the ad). In addition, any phone number provided by you for listing in an ad must be yours, or you must have permission to use it. You must ensure that any phone number listed in your ad is correct.

## Personal Information, Security and Passwords

14. RV needs to collect certain personal information from advertisers in order to process and place an ad, and we may contact you to provide certain follow up services designed to assist you to sell items you advertise. If you do not send us the information which is required, we will not be able to accept your ad. Personal information which you send to us for inclusion in your ad, we do not disclose to third parties.

**Advertisement Application**

Email to ross@rowingvictoria.asn.au OR fax to (03) 9820 4888

First name	
Surname	
Address	
Suburb	
Postcode	
Telephone	
Mobile	

**Advertisement Text**

Photograph attached: Yes No

I have read and accept the Rowing Victoria BUY & SELL terms and conditions and agree to pay the charges as per the payment terms.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_