

# Terms of Use

Welcome and thank you for your interest in the Westpac Scholars program. By registering for, accessing or using this website, you're agreeing to the Terms of Use, which are a legally binding agreement, so please take some time to familiarise yourself with the conditions below.

## 1. Introduction

*By using this website, you are entering into a legally binding agreement and agree with all of the Terms of Use.*

*You also agree to our [Privacy Policy](#) which explains how we may collect, use, share and store your personal information.*

*We may need, from time to time, to change the Terms of Use so please check this page regularly for any updates. We may also provide you with additional documents via this website.*

*Certain parts of this website are restricted to registered users only. We may moderate who can register for this website.*

## 2. Rights

*You remain the owner of all the content and feedback you provide to us and grant us a non-exclusive licence to it.*

### 1.1 Agreement

You agree by registering for, accessing or using this website (including by participating in any forums) to be subject to our "Terms of Use", which are a legally binding agreement between Westpac Scholars Limited as trustee for the Westpac Scholars Trust ("we", "our" or "us") and yourself. If you do not accept the Terms of Use, you must refrain from registering, accessing or using this website.

The Terms of Use comprise these terms and conditions (except for any italicised text which is non-legally binding and for reference purposes only), our [Privacy Policy](#) and any notices, statements, disclaimers and any other terms contained or referred to on this website. If you use any services identified on this website for which additional conditions apply, the Terms of Use include those additional conditions to the extent they are not inconsistent with these terms.

The Terms of Use apply regardless of whether you have successfully registered an account for this website or access or use this website via a computer or mobile device, such as where a version of this website is delivered as a mobile application.

### 1.2 Changes and Notices

We reserve the right to amend the Terms of Use from time to time, without notice, and at our sole discretion. Any subsequent access or use by you of this website (other than to review our amended Terms of Use) will constitute your acceptance of those amendments.

Where we are required, by law or otherwise, to provide you with a document, we may provide you with that document electronically through links on this website.

### 1.3 Registration

Notwithstanding anything else in the Terms of Use, only users with registered accounts may access or use certain parts and functionalities of this website (including the ability to submit or post content and feedback and to interact with other users on forums).

We may, at our sole discretion, allow you to successfully register an account for this website and may alter, at any time without notice, which website sections and functionalities are only available to registered users.

### 2.1 Your licence to us

As between you and us, you own the intellectual property in all content and feedback (including personal information) that you submit, generate or post on this website and grant us a non-exclusive, irrevocable, worldwide, royalty-free, transferable and sub-licensable right to use, copy, modify, distribute, publish and process, information (including metadata) and content that you provide or generate through this website.

Notwithstanding anything else in this sub-section 2.1:

(a) you can end this licence for specific content by deleting such content from this website or generally by closing your account, except: (1) to the extent you shared it with us or others in connection with this website and we or they have copied or stored it and (2) for the reasonable time it takes, once you have notified us or them, to remove that content from backup and other systems we are reasonably aware of;

(b) we will get your consent if we want to give others the right to publish your content beyond this website. However, you agree that any content or feedback submitted by you to this website is non-confidential and that other website users (including ourselves) may access and share your content and information;

(c) we may edit and make formatting changes to your content (such as translating it, modifying the size, layout or file type or removing metadata); and

(d) we will continue to own all rights in any intellectual property which we owned prior to your access or use of this website or which we subsequently brought into existence and any subsequent improvements, enhancements, modifications or developments thereof, including where these have been created by you.

*You may be able to choose who can see the content you share. Where you share content, others might be able to see, copy and use that information.*

## **2.2 Sharing your content**

Where you have successfully registered an account with us, this website offers you a variety of methods for sharing your content and interacting with other users. You understand that the content you post or share on this website might be seen, copied or used by other users, including members of the public. However, where we have made settings available, we will honour your selection of which users and user groups can see your content and messages.

*You allow us to use our website, mobile applications and email to provide you with important notices.*

## **2.3 Notices**

You agree that we may provide notices to you in the following ways:

- (a) a banner notice on this website;
- (b) an email sent to your account or an address you provided; or
- (c) through other means including mobile number, telephone or mail.

## **3. Responsibilities**

Below are some of promises you make to us in order to access and use this website. Please note the “DOs” and “DON'Ts” set out in section 6, which you will also need to comply with.

*You satisfy our eligibility criteria. In particular, you need to meet our minimum age or otherwise have consent from your parent or guardian to agree to the Terms of Use.*

### **3.1 Eligibility**

To access, use or register for this website, you must:

- (a) subject to sub-section 3.2 of these terms and conditions, be 18 years old or older;
- (b) not already be restricted by us from using this website;
- (c) always use your real name and details; and
- (d) have no more than one account registered for this website at any given time.

### **3.2 Parental/guardian consent**

If you are under the age of 18, you warrant to us that you have prior permission from your parent or guardian to access and use this website (other than to review the Terms of Use) and to agree to the Terms of Use, including our [Privacy Policy](#).

*You need to use our trademarks in accordance with the Terms of Use.*

### **3.3 Trademarks**

This website includes registered and unregistered trademarks owned by us or our licensors. You must not, and must not authorise or assist any person to, use any of these trademarks (without our express authorisation):

- (a) in your own trademarks or business name or company name;
- (b) in connection with activities, products or services which are not ours; or
- (c) in a manner which may be confusing, misleading or deceptive.

*Your use of our copyright must also be consistent with the Terms of Use.*

### **3.4 Copyright**

Copyright in this website (including text, graphics, logos and icons) is owned or licensed by us. Other than for the purposes of and subject to the conditions prescribed under the *Copyright Act 1968* (Cth) and similar legislation, you must not and must not authorise or assist any person to (unless we expressly authorise you to do so) adapt, reproduce, store, distribute, perform, publish or create derivative works from any part of this website.

*You must not create or permit a Security Interest to be*

### **3.5 Security Interest**

*created over any of your rights under any licenses granted in connection with this website and any content posted, submitted or displayed therein.*

*You hold us harmless against all loss and liability we incur from your breach of the Terms of Use.*

## 4. Limits

*We may not always display or store content or feedback you've submitted or posted on this website.*

*We will try our best to review and moderate content on this website. However, you view, use and rely on any content at your own risk.*

*We cannot be responsible for any third party sites and applications which have been linked from this website. You are responsible for any links you create to this website.*

*We may sometimes need to moderate how you access and use this website.*

*We are not each other's agent, partner or fiduciary. You must not claim to be affiliated or endorsed by us, Westpac Banking Corporation or its related bodies corporate without our consent.*

*We exclude certain warranties in relation to this website.*

You must not create or permit to exist a Security Interest over any of your rights under any licenses granted in connection with this website or any content posted, submitted or displayed therein (including intellectual property licenses).

A "Security Interest" is a security interest that is subject to the *Personal Property Securities Act 2009* (Cth), any other mortgage, pledge, lien or charge or any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property.

### 3.6 Indemnity

You agree to indemnify us and keep us indemnified against all actions, claims, costs, demands, damages or liability arising in any manner from a breach by you of the Terms of Use.

### 4.1 Display and Storage

Except to the extent required by law or as noted in our [Privacy Policy](#), we are:

- (a) not required to display or publish on this website any content or feedback you have submitted or posted;
- (b) able to remove any of your content or feedback without notice at our sole discretion, for any reason; and
- (c) not required to store, maintain or provide you with a copy of any content or feedback that you or others provide.

### 4.2 Other content

Although we will try our best to review and moderate content submitted by our website users, in accessing and using this website, you may come across content with the potential to be misleading, inaccurate, incomplete, illegal, offensive or otherwise harmful. You agree that we are not responsible for any third party content submitted or posted on this website (including by other users) and that we are not liable for any damages which you suffer in connection with viewing, using or relying on that content.

### 4.3 Other sites and applications

This website may contain links to external third party sites and applications, such as where another user posts a link in a forum. You are solely responsible for deciding whether you want to access or use that third party site or application. You agree that we do not endorse and are not responsible for any third party sites and applications and that we are not liable for any damage which you suffer in connection with accessing and using any of those sites and applications.

If you create a link to this website, you remain fully responsible for any consequences that arise from or in connection with that link, whether direct or indirect, and you will protect us against all loss, damage, liability, costs or expenses arising from or in connection with the link.

### 4.4 Limitation on use

We reserve the right to restrict, suspend or terminate your account or ability to use this website (including your ability to submit content on this website or any forums), without notice, if we believe that you are in breach of any of the Terms of Use.

### 4.5 Nature of relationship

Nothing in the Terms of Use constitutes a fiduciary relationship or an agency, partnership or trust and no party has authority to bind the other.

You must not imply or state that you are affiliated with or endorsed by us, Westpac Banking Corporation or any related bodies corporate of Westpac Banking Corporation, without our express consent.

### 4.6 Warranties

To the extent permissible by law, and subject to sub-section 4.8, we:

- (a) disclaim all implied warranties and representations in connection with this website and any content displayed therein (including any warranties of merchantability, fitness for a particular purpose, completeness, accuracy of data and non-infringement of the rights of any third parties);
- (b) do not guarantee that your access and use of this website will be without interruption or errors or totally secure;
- (c) do not warrant that any material you submit or post to this website will be protected against loss, misuse or alteration by third parties;
- (d) do not warrant that we will display your content or feedback on this website and, if we do so, that this will be posted within a certain time frame; and
- (d) make this website available to you (including any content and information) on “as is” and “as available” basis.

*This is our disclaimer of legal liability.*

#### **4.7 Exclusion of liability**

To the extent such liability can be lawfully excluded, and subject to sub-section 4.8, we do not accept responsibility for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with:

- (a) your use of this website or any linked website;
- (b) your use of or reliance on content contained on or accessed through this website (including content posted by other website users); and
- (c) any failure to provide you with access to this website, including any suspension or discontinuance of this website.

*To the extent they may apply, we limit our failure to comply with a Consumer Guarantee.*

#### **4.8 Consumer Guarantees**

The Australian Consumer Law (as embodied in Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) may require that we give you certain guarantees in relation to the supply by us of goods or services to you (“Consumer Guarantees”).

If the goods or services supplied by us to you are not of a kind ordinarily acquired for personal, domestic or household use or consumption (except in the case of a failure by us to comply with a Consumer Guarantee under any of sections 51, 52 or 53 of the Australian Consumer Law), you agree that it is fair and reasonable in all the circumstances that our liability for a failure to comply with a Consumer Guarantee to you is limited to:

- (a) in the case of goods supplied to you, the replacement of the goods or the supply of equivalent goods (or the payment of the cost to you of the replacement or supply) or the repair of the goods (or the payment of the cost to you of the repair); and
- (b) in the case of services supplied to you, the supply of the services again or the payment of the cost to you of having the services supplied again.

## **5. Termination**

*Either of us may terminate the Terms of Use at any time we want. You must stop using this website if the Terms of Use are terminated.*

#### **5.1 Termination for convenience**

Either of us may terminate the Terms of Use at any time, for any reason, with notice to the other. Where the Terms of Use are terminated, you must refrain from registering, accessing or using this website.

The following survive termination of the Terms of Use:

- (a) our rights to use and disclose your feedback;
- (b) the rights of other website members (including ourselves) to further re-share content and feedback you shared through this website, to the extent the content and feedback was copied or re-shared prior to termination; and
- (c) sections 2.1, 3.6, 4, and 7 of these terms and conditions.

## **6. DOs and DON'Ts**

*You agree to do these things.*

#### **6.1 DOs**

You agree that you will:

- (a) comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements;
- (b) comply with all the directions we provide to you from time to time;
- (c) provide accurate information to us and keep it updated; and

(d) only provide content that does not violate the law or any other party's rights (including intellectual property rights and contractual rights).

*You agree to refrain from doing these things.*

## **6.2 DONTs**

You agree that you will not, and must not authorise or assist any person to:

- (a) act dishonestly or unprofessionally, including by posting inappropriate, inaccurate, or objectionable content;
- (b) act in a manner that disparages us, our licensors, Westpac Banking Corporation, any related bodies corporate of Westpac Banking Corporation or any information or services provided by us (including this website) or Westpac Banking Corporation or any related bodies corporate of Westpac Banking Corporation;
- (c) add content that is not intended for, or inaccurate for, a designated field;
- (d) use an image that is not your likeness or a head-shot photo for your profile;
- (e) create a false identity on this website;
- (f) misrepresent your identity or your current or previous positions, affiliations and qualifications, including but not limited to the use of a pseudonym;
- (g) create a user profile for anyone other than yourself;
- (h) use or attempt to use another's account;
- (i) harass, abuse or harm another person;
- (j) scrape or copy profiles and content of others through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);
- (k) act in an unlawful, defamatory, abusive, obscene, discriminatory or otherwise objectionable manner;
- (l) disclose information that you do not have the right to disclose (such as confidential information of others);
- (m) violate intellectual property rights of us or others, including patents, trademarks, trade secrets, copyrights or other proprietary rights;
- (n) post any unsolicited or unauthorized advertising, "junk mail," "spam," "chain letters," "pyramid schemes," or any form of solicitation unauthorized by us;
- (o) post anything that contains software viruses, worms, or any other harmful code;
- (p) manipulate identifiers in order to disguise the origin of any message or content submitted on this website;
- (q) copy, modify or create derivative works of this website, including any attempt to derive the source code of this website or any related technology (except we have expressly authorised this);
- (r) lease, loan, trade or sell access to this website or its content or any related data;
- (s) remove any copyright, trademark or other proprietary rights notices contained in or on this website;
- (t) use, share or disclose information of other website users (including ourselves), outside of this website, without their prior consent ;
- (u) use bots or other automated methods to access or use this website, without our prior consent;
- (v) engage in "framing," "mirroring," or otherwise simulating the appearance or function of this website;
- (w) access this website except through the interfaces expressly provided by us;
- (x) override any security feature of this website; and
- (y) interfere with the operation of, or place an unreasonable load on, this website and any related technology (such as spam, denial of service attack and viruses).

## **7. General Terms**

*In the unlikely event we end up in legal dispute, we both agree to resolve the dispute in the courts of, and using the laws of, NSW or the Commonwealth of Australia.*

*Here are some important details about how to read the Terms of Use.*

### **7.1 Jurisdiction**

The Terms of Use are governed by the laws of New South Wales and the Commonwealth of Australia. The parties submit to the exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.

### **7.2 Rights are additional**

The rights of a party under the Terms of Use are in addition to and do not exclude or limit any other rights or remedies provided by law except as expressly provided in the Terms of Use.

### **7.3 Waivers**

No waiver of a right or remedy under the Terms of Use is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted. A single or partial exercise of a

right or remedy under the Terms of Use does not prevent a further exercise of that or of any other right or remedy.

#### **7.4 Severability**

Any provision of the Terms of Use which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The remainder of the Terms of Use will remain in full force and effect.

#### **7.5 Interpretation**

In the Terms of Use, the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of the Terms of Use;
- (b) the singular includes the plural and vice versa; and
- (c) words "such as", "including" and similar expressions are not used as, nor are intended to be interpreted as, words of limitation.

## **8. Contact us**

*If you need to contact us,  
here are our details.*

#### **8.1 Notices**

Please direct any enquiries, notices or communications to: Westpac Scholars Trust, Level 19, Westpac Place, 275 Kent Street, Sydney, NSW 2000 in writing or send an email to [westpacscholars@westpac.com.au](mailto:westpacscholars@westpac.com.au)