

# Terms and conditions of use

## IMPORTANT LEGAL NOTICE

**ATTENTION:** This legal notice applies to the entire content of all webcasts accessed by the domain name [[www.darwin.nt.gov.au](http://www.darwin.nt.gov.au) [or [www2.gotomeeting.com](http://www2.gotomeeting.com)] ] (Webcast). Please read these terms carefully before accessing the Webcast. Viewing the Webcast indicates that you accept these terms. If you do not accept these terms, do not view the Webcast.

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### 1. Introduction

By accessing any part of the Webcast, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Webcast immediately.

City of Darwin Council (Council) may revise this legal notice at any time by updating this posting. You should check the Council website, [www.darwin.nt.gov.au](http://www.darwin.nt.gov.au) (Website), from time to time to review the then current legal notice, because it is binding on you.

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### 2. Licence

You are permitted to view live Webcast streamed by the Council for your own personal, non-commercial use.

The delivery of the Webcast does not transfer to you any commercial rights. You are not permitted to perform any burning or exporting of the Webcast or any part thereof.

You are not permitted to download any footage, not upload it (whether in part or in full) to another website without the written permission of the Council [and those featured in the Webcast].

Any rights not expressly granted in these terms are reserved.

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### 3. Intellectual Property

You agree that all graphics, user interface, audio and video clips, scripts and software used to stream the Webcast and the Webcast itself contains information that is protected by intellectual property and other laws including but not limited to copyright and trade mark.

All footage from the Council's Webcast is the copyright of the Council. The people featured in the Webcasts have agreed to appear only on the Council's official Website.

You may not publish in any form (electronic or otherwise) the Webcast or part thereof without Council's written approval.

For the avoidance of doubt, sharing sites such as YouTube, state under their terms and conditions that you must be the copyright owner, and have the permission of all those involved in order to upload videos to their sites.

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### 4. Service Access

Whilst the Council endeavours to ensure its Website and the Webcast are available, it shall not be liable if for any reason the Website or Webcast is unavailable at any time or for any period.

Council does not warrant that the Webcast will be uninterrupted, timely, secure or error-free, or that defects in the Webcast or use of it will be corrected. Access to the Website and Webcast may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for

reasons beyond the Council's control.

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## **5. Disclaimer**

While the Council endeavours to ensure that the information disseminated in its Webcast is correct, the Council does not warrant the accuracy and completeness of the material contained in the Webcast.

You agree to assume total responsibility and risk for your use of the Webcast and the content and for evaluating the accuracy, completeness and usefulness of all content. Content may be out of date, and the Council makes no commitment to update such content.

To the maximum extent permitted by law the Council provides you with the Webcast on the basis that the Council excludes (as far as legally practicable) all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by the law of the Northern Territory of Australia, which, but for this legal notice, might have effect.

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## **6. Liability**

The Council and its members, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, whether in tort (including without limitation negligence), contract, or otherwise) in connection with the content of the Webcast in any way or in connection with the streaming of the Webcast.

Nothing in this legal notice shall exclude or limited the Council's liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud;
- (c) misrepresentation; or
- (d) any liability which cannot be excluded or limited under the applicable law.

If the use of the Webcast results in the need for servicing, repair or correction of equipment, software or data, you will assume all costs thereof.

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## **7. Termination**

If you fail, or the Council suspects you have failed to comply with the provisions of this legal notice, it may, at its sole discretion and without notice to you terminate your licence to view all current and future Webcasts.

The Council reserves the right to take reasonable and appropriate steps to enforce compliance with this legal notice.

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## **8. Governing Law and Jurisdiction**

This legal notice shall be governed by and construed in accordance with the law of the Northern Territory of Australia. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the court of the Northern Territory of Australia.