

Propeller Terms and Conditions

This website propellerproject.com.au ("Site") has been developed by Samsung Electronics Australia Pty Ltd ABN 63 002 915 648 ("Samsung", "we", "us", "our") in cooperation with The Foundation for Young Australians ABN 26 092 744 968 ("FYA").

By using this Site, you acknowledge and agree to the following terms and conditions and any additional terms and conditions displayed elsewhere by us on the Site, including the Propeller Fund Initiative terms and conditions and any other interactive online activities or competitions (together, "Terms and Conditions"):

1. Age restrictions

PLEASE NOTE PROPELLER PROJECTS ON THIS SITE ARE INTENDED TO BE INITIATED AND RUN BY YOUNG PEOPLE AGED 12 TO 25 YEARS. PEOPLE OUTSIDE THIS AGE BRACKET CAN NOMINATE YOUNG PEOPLE FOR PROPELLER BUT NOT START OR RUN THE PROJECTS.

If you are under 18 years of age, you must obtain the consent of your parent or guardian prior to registering on this Site. Samsung reserves the right, at any time, to verify the validity of a claimant's identity and age and may, for this purpose or in relation to certain activities, request contact information for your parent or guardian to establish they have consented to your involvement on this Site. If you are under 18 years of age and have not obtained your parent's or guardian's consent to use this Site or you are over 25 years of age and start a Propeller project, we reserve the right to restrict your continued access to the Site (and to reclaim any funds you may have obtained through participating in Propeller).

2. Netiquette All content contributed by you to the Site must adhere to the following criteria:

- Propeller projects must be clear, concise and purposeful;
- Propeller projects must respond to a social or environmental issue you care about;
- Your questions, discussions and debates should be open and honest but must always remain respectful; and
- Any posts that violate these Terms and Conditions should be reported in accordance with point 6 below.

We also encourage you to:

- post photos and updates about your project progress in accordance with these Terms and Conditions; and
- provide any feedback on content and/or how we can improve the Site or the Propeller community.

Content contributed to the Site must not:

- contain personal or private information. Do not meet up with a person you meet online on the Site and do not reply to inappropriate messages. If you feel unsafe or are unsure about the age/identity of a user on the Site, please contact us in accordance with point 13 below;
 - contain personal attacks or hate speech. Content which is racist, sexist or homophobic will not be tolerated and will be immediately removed;
 - be obscene or indecent, depict violence, sexual activity or pornography, or contains instructions associated with crime or drug use;
 - be defamatory, harassing, offensive, threatening, advocate the use of force or violence towards any person or encourage, endorse, approve or recommend the performance of dangerous or illegal acts;
 - be irrelevant;
 - be spam. Spam will be immediately removed;
 - contain copyright material (like photos, videos, extracts from books or magazines) or material created by others without direct permission;
 - make misrepresentations or provide false or misleading information. Content must not impersonate any person or suggest a connection to a group or organisation that is misleading. We will try and distinguish between constructive arguments and smear tactics and will remove any comments that are malicious or may damage the reputation of Samsung, FYA or the Propeller community;
 - be direct solicitations for funds or advertisements for goods or services;
 - large files which may overload the Site/system; or
 - contain a virus or other code that has harmful or destructive properties.
3. **User generated content** The views, opinions, and comments expressed on the Site, including updates or messages, do not reflect the views and opinions of Samsung or FYA. You are solely responsible for any content or material which you post or upload on the Site, or which is posted from your account.
4. **Moderator** Every member and user of the Propeller community acts as a moderator through the reporting of abuse or misuse. Samsung and FYA may also moderate users and content.
5. **Prohibited use and termination** Samsung and FYA reserve the right, in their absolute discretion, to edit or remove content without notice and/or to terminate or suspend your registration or bar you from any further use of the Site without prior notice.
- Without limiting the foregoing, we may, but are not required to, notify you if we consider you have used the Site or posted content which is inappropriate or which does not comply with the Terms and Conditions and warn you that similar conduct in the future will result in you being banned from using the Site.
- Upon termination, your right to use or access this Site will immediately cease, but all provisions of these Terms and Conditions that relate to intellectual property, warranty disclaimers and limitations of liability will continue to apply.
6. **Report abusive projects/content** If you see any content which you consider is offensive or inappropriate or which does not otherwise comply with these Terms and Conditions, please report the content by using the Report Button on the Site, emailing info@propellerproject.com.au or by contacting Samsung or FYA via the details provided in the "Contact Us" section on the Site. We appreciate your efforts to keep the Propeller community inviting, insightful and constructive.
7. **Governing Law** These Terms and Conditions, your use of the Site and any disputes between you, Samsung and/or FYA will be governed by and construed in accordance with the laws of Victoria. You are solely responsible for ensuring that your use of the Site is legal.

8. Disclaimer, limitation of liability and indemnity

- (a) You use the Site and participate in the Propeller community at your own risk. All material, content and information posted by Samsung or FYA on the Site is provided as general information only and does not constitute professional advice of any nature. Content posted by other users of the Site is provided by, and is solely the responsibility of, the user providing that content. Samsung and FYA do not make any representation or warranty as to the accuracy, completeness or reliability of any material, content, information or other items contained on the Site. You are not entitled to rely on any material, content or information contained on the Site, unless otherwise expressly advised by Samsung or FYA in writing.
- (b) To the extent permitted by law, Samsung and FYA expressly disclaim liability for any direct, indirect, incidental, punitive or consequential loss, damage, cost or expense of any kind whatsoever with respect to the Propeller community, the Site and any material, content or information contained on it.
- (c) You participate in the Propeller community, including any projects or offline activities you undertake, on your own initiative and at your own risk and take responsibility for their outcome and any involvement you might have with a third party while in the course of being part of the Propeller community, whether on the internet or in a physical location. You understand that you may be required to satisfy such third party terms and conditions in addition to these Terms and Conditions. Samsung and FYA exclude all liability for the conduct of third parties associated with this Site and the Propeller community.
- (d) To the extent permitted by law, Samsung and FYA exclude any and all representations or warranties of any kind, whether express or implied (by common law, statute or otherwise), and the application or availability of any statutory rights. This is not intended to exclude, restrict or modify any rights that you may have under the *Competition and Consumer Act 2010* (Cth) or any other applicable legislation which may not be excluded, restricted or modified.
- (e) You indemnify Samsung and FYA for any claim, loss, damage or cost (including without limitation legal costs) suffered or incurred by Samsung or FYA arising, directly or indirectly, from any content or contribution you make to the Site or the Propeller community.

9. Intellectual Property

Except in relation to Your Materials (defined below), this Site incorporates information and content in the form of software, design, text, images, photographs, illustrations, audio, written and video material, artwork, graphic, databases, links, source codes, trademarks and other information which, as between you, Samsung and FYA, is the proprietary property of Samsung or FYA as the case may be. You must not allow download, copy, use, reproduce or reference any content on the Site for business or commercial purposes.

You warrant to Samsung and FYA that all materials you contribute to the Site, written or otherwise and including any Propeller project submitted by you ("**Your Materials**") are original and do not infringe the intellectual property rights of any third party. You retain ownership of Your Materials and hereby grant to Samsung and FYA an irrevocable, non-exclusive, royalty-free, worldwide licence to use, modify, copy, distribute, transmit, communicate, reproduce, publish, display and/or broadcast Your Materials on the Site as well as in any promotional or communication activities of Samsung or FYA conducted in Australia or overseas, including, but not limited to, for marketing and promotions of Propeller.

You agree to not make any claim in respect of any infringement or contravention of your moral rights (whether it be an act or omission) arising from, or in connection to, the use, treatment or alteration and attribution of, or dealing with, Your Materials by Samsung or FYA and their successors, assignees and respective licensees. The term "moral rights" has the meaning given in Part IX of the *Copyright Act 1968* (Cth) and any analogous rights arising under statute that exist anywhere in the world.

10. **Personal information** We may collect personal information in order to conduct the Propeller campaign and operate the Site and may, for this purpose, disclose such information to third parties, including, but not limited to, FYA, agents, contractors and, as required, to Australian regulatory authorities. We may, for an indefinite period, unless otherwise advised, use the information to contact you in relation to initiatives and opportunities associated with Propeller or for other promotional, marketing, publicity, research and profiling purposes, including sending emails, electronic messages or telephoning you. You should direct any request to access, update or correct information to Samsung. These Terms and Conditions incorporate Samsung's privacy policy which are available at <http://www.samsung.com/au/info/privacy.html>.
11. **Severability** If any part of these Terms and Conditions is held to be invalid or unenforceable by any court of competent jurisdiction then that provision will be read down or severed to the extent of the invalidity or unenforceability and will not affect any other part of these Terms and Conditions.
12. **Modifications** Propeller is an expanding project and Samsung and/or FYA reserve the rights to amend, alter, upgrade, reproduce or terminate the Site, its form and functionality without prior notice. We may also update these Terms and Conditions from time to time, or ask you to sign up or register for new additions to, or special features on, the Site. Your use of the Site after any changes or new terms become effective will be deemed acknowledgement and acceptance of your agreement to be bound by the changes. You should check frequently review the Terms and Conditions so you are aware of the most current obligations that apply to you and the terms and conditions of your use of the Site.
13. **Contacting us** If you have any questions, comments or concerns about these Terms and Conditions, our Privacy Policy, the practices of this Site or your dealings with us:

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14. **Effective Date** These Terms and Conditions were last updated on 23 May 2014.