

NSWIS Wi-Fi Terms & Conditions



You are about to access the Internet via a wireless Network ("**Wi-Fi Network**") operated by or on behalf of the New South Wales Institute of Sport (ABN 97 946 780 986) of Level 1, Building B, 6 Figtree Drive Sydney Olympic Park NSW 2127 ("**NSWIS**").

By clicking "I ACCEPT" or otherwise using the Wi-Fi Network, you agree to be bound by these terms and conditions ("**Terms**").

Please read these Terms carefully. If you do not agree to be bound by these Terms, you should not use this Wi-Fi Network.

1. Wi-Fi Compatibility

- 1.1 To register and connect to the Internet via the Wi-Fi Network, you are responsible for ensuring that your device is compatible with the Wi-Fi Network provided by NSWIS.
- 1.2 The public Wi-Fi Network is only available at NSWIS. This service is available on your device only when it is within the operating range of our Wi-Fi Network, which is subject to change by NSWIS at any time without notice.

2. Conditions of use and access

- 2.1 You must only use the Wi-Fi Network for the purpose of accessing the Internet, and in accordance with these Terms.
- 2.2 You agree not to use the Wi-Fi Network in a manner that is unlawful, harmful, illegal, fraudulent, and discriminatory or prohibited by these Terms.
- 2.3 During the course of your use of the Wi-Fi Network, you must not access, store, distribute or transmit any viruses or any content that (without limitation):
 - 2.3.1 is unlawful, harmful, threatening, defamatory or obscene;
 - 2.3.2 facilitates illegal activity;
 - 2.3.3 depicts sexually explicit images;
 - 2.3.4 is discriminatory on the basis of (without limitation) race, gender, colour, religion, sexual orientation or disability; or
 - 2.3.5 is otherwise illegal or would cause damage or injury to any person or property.
- 2.4 The Wi-Fi Network is intended for your limited personal, non-commercial, non-exclusive, non-transferable use, and you will not use it for any other purpose, including (without limitation), reselling access to the Wi-Fi Network to a third party, or hosting a web server or other server.
- 2.5 You acknowledge and agree that, during your use of the Wi-Fi Network, NSWIS may access your device and information stored on it (such as device type and Media Access Control ("**MAC**") address) to troubleshoot issues related to your device type or the Wi-Fi Network; investigate activity that may slow or interrupt the Wi-

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Fi Network or that may be in violation of these Terms; or to co- operate with enforcement agencies.

2.6 By providing the Wi-Fi Network, NSWIS does not control, and is not responsible for, any data, content, services or products that you access, download or buy from a third party provider while connected to the Wi-Fi Network. NSWIS accepts no responsibility and will not be liable for any damage to, or viruses or other harmful code that may infect your device or other property on account of, or in connection with, your use of the Wi-Fi Network.

2.7 The Wi-Fi Network maybe used for displaying advertisements. When you are using the service, NSWIS may add tags necessary for the display of advertisements of NSWIS and/or a third party on the web pages you browse. When using the Wi-Fi Network, you accept that NSWIS may change the contents displayed on the web pages.

3. No service guarantee

3.1 NSWIS does not guarantee uninterrupted provision of the Wi-Fi Network and does not provide any service level with respect to availability or specifically in relation to access and download speeds for persons utilising the Wi-Fi Network. Actual Network speed and accessibility will vary based on device configurations, compression, distance, Network congestion, interference, memory, storage and other factors.

3.2 Your use of the Wi-Fi Network is entirely at your own risk, and NSWIS makes no warranties or representations as to the accessibility, security, stability or reliability of the Wi-Fi Network. NSWIS specifically disclaims any liability or responsibility for any faults, failures or interruptions or the accuracy, timeliness, completeness, security or reliability of any communications (including, without limitation, any transactions) made using the Wi-Fi Network.

4. Liability

4.1 These Terms must be read and construed subject to any statutory provisions which cannot lawfully be excluded, restricted or modified, including the *Australian Consumer Law* ("**Statutory Provisions**"). If any such Statutory Provisions apply then, to the extent to which NSWIS is entitled to do so and at NSWIS's option, NSWIS limits its liability pursuant to such provisions to the re-supply or the payment of the cost of having the services supplied again.

4.2 The Wi-Fi Network is provided "as is" and, subject to these Terms, NSWIS excludes all conditions or warranties which would otherwise be implied into these Terms whether by law, statute or otherwise.

4.3 You agree to indemnify, release and hold harmless NSWIS from and against all loss, damage, liability, charge, expense or cost (including all reasonable legal costs on an indemnity basis) of any nature or kind arising from your use of the Wi-Fi Network or your breach of these Terms.

4.4 Neither party will be liable to the other for indirect, incidental, special or consequential loss or damage or for loss of revenue, profits, goodwill, opportunity or data or interruption of business or cost of capital ("**Consequential Loss**") or for claims from third parties for Consequential Loss regardless of the cause of action and even if a party has been advised of the likelihood of such loss or damage.

5. Privacy

5.1 For the purpose of these Terms the words "**Personal Information**" has the same meaning as section 4 of the *Privacy and Personal Information Protection Act 1998* (NSW) ("**the Act**").

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- 5.2 You acknowledge and agree that your Personal Information will or may be collected, used, disclosed and stored strictly in accordance with the Act and any applicable privacy policy while you are using the Wi-Fi Network.
- 5.3 You acknowledge and accept that while your device is turned on and located at NSWIS, NSWIS uses GPS to track and record your location ("**Location Information**"). You acknowledge and agree that Location Information will be collected and stored by NSWIS. To the extent Location Information constitutes Personal Information, NSWIS will collect, use, disclose and store that information strictly in accordance with the Act and any applicable privacy policy.
- 5.4 You may request access to your Personal Information in accordance with the provisions of the Act and any applicable privacy policy.
- 5.5 If you choose to use the Wi-Fi Network to access websites, services or content, or purchase products from third parties, your Personal Information may be available to the third-party provider. This collection of Personal Information will be governed by the security, privacy and other policies (if applicable) of the third party provider and NSWIS accepts no liability for breach of applicable privacy laws by third parties.

6. Jurisdiction

These Terms are governed by the laws of New South Wales and the courts of New South Wales and shall have the non-exclusive jurisdiction to resolve any disputes arising out of or under these Terms.