

# Cricket Australia International Live App and Subscription Service - Terms of Use

These terms apply to your use of the Cricket Australia Live Application (App) and the Live Pass Subscription Services (whether accessed via the App or the Website) (**Terms of Use**). By purchasing a pass offered by Cricket Australia (ACN 006 089 130) (Cricket Australia) from time to time Cricket Australia provides you with access to Cricket Australia Live Matches through the Website or via the Application subject to, and in accordance with these Terms of Use.

## Subscription Terms

### 1. Using the Live Pass Subscription Service

1. If you subscribe to the Subscription Service these Subscription Terms will apply.
2. By accepting the Subscription Terms or otherwise accessing the Subscription Service, you agree to be bound by the Terms of Use (incorporating these Subscription Terms), which govern use of the Subscription Service via the Website or the Application.

### 2. Live Pass Subscription Service

1. The Subscription Service is available via the Application as an In App purchase or for purchase online at [www.cricket.com.au/live](http://www.cricket.com.au/live)
2. As part of the Subscription Service you can subscribe to a 365 Pass or Day Pass. If you are located outside of Australia in one of the countries specified in clause 4.9 you also have the option of purchasing a Monthly Pass (Monthly Pass not available in Australia). When you subscribe, you will receive access to the Cricket Australia Live Matches on your compatible Apple iOS or Android powered handset or online at [www.cricket.com.au/live](http://www.cricket.com.au/live) for the duration of your subscription.
3. The cost of the Subscription Service is:

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Subscription option	Cost
Day Pass	AUD\$5.99 for 24 hours; \$AUD\$7.99 if you are located in the countries specified in clause 4.9 (Note Day Pass not available until the end of November 2017).
Monthly Pass	AUD\$29.99 for 30 days - available only outside of Australia if you are located in the countries specified in clause 4.9 (Note Monthly Pass not available until the end of November 2017).
365 Pass	AUD\$29.99 per year if you are located in Australia; \$49.99 if you are located in the countries specified in clause 4.9.

4. The Day Pass provides you with 24 hours of access to the Cricket Australia Live Matches commencing from the time that the Day Pass is purchased. The Monthly Pass provides you with one month (30 days) access to the Cricket Australia Live Matches commencing from the time that the Monthly Pass is purchased. The 365 Pass provides you with access for one year (365 days) from the time that the 365 Pass is purchased. Your Day Pass or Monthly Pass will not not automatically renew. Your 365 Pass will automatically renew if you have purchased this via iTunes or Google Play™. For you to cancel your subscription you will need to do so in accordance with clause [2.8](#).
5. Notwithstanding clause [2.4](#), if you subscribed previously to a 'Season Pass' or a 'Cricket Family Pass' during the 2013-14 Australian cricket season your pass will not automatically renew.
6. The Subscription Service is a streaming video content service which does not allow permanent download of Cricket Australia Live Matches. The Application and the Subscription Service is provided for your personal, non-commercial use only. You must not download (other than for temporary caching purposes as part of the video streaming process), retain, store, reproduce, republish, modify, adapt, translate, prepare derivative works from, reverse engineer or disassemble Cricket Australia content, or authorise, allow or provide the means for others to do any of these things, without obtaining Cricket Australia's prior written permission.

#### **Multiple device compatibility**

7. Multiple device compatibility allows your use of the Subscription Service to be shared across up to five (5) compatible web or mobile devices linked to the unique Apple ID or Google ID. This is subject to the Apple App Store™ and Google Play™ rules and can be amended from time to time without warning.

#### **Cancelling your subscription**

8. You can cancel your Monthly Pass or 365 Pass subscription at any time by managing this within your iTunes or Google Play™ account settings. Please note however that you will not be entitled to any refund of the fee (or any part of it) that Cricket Australia has already charged you for your Monthly Pass or 365 Pass subscription. Day Passes cannot be cancelled.

#### **Subscription Service only for use in Australia and specified countries**

9. You may only watch the Cricket Australia Live Matches in Australia or in countries specified in clause 4.9 and from IP addresses located within Australia and said countries.

#### **Changes to the Cricket Australia Live Matches**

10. Cricket Australia may, from time to time in its absolute discretion, change the broadcast times of Cricket Australia Live Matches without telling you beforehand.

### **3. Using the Application and Live Pass Subscription Service**

#### **Network Connectivity**

1. The Application and Subscription Service requires network connectivity and location services to function properly. Please note that poor signal quality (dependent on your location and service provider) may slow down or prevent the Application or Subscription Service from working at optimum speed. If you have concerns regarding the quality of your signal strength, please contact your mobile network service provider directly.

#### **Data usage charges and other costs**

2. You are solely responsible for paying all expenses you may incur when you access or use the Application or Subscription Service, your internet or data service provider charges and any excess charges to that provider if you have a limit on the amount of data you can download together with all costs of the equipment and software you need to connect to and use the Application, Subscription Service and any other services included in the Application.
3. Cricket Australia is not responsible if your equipment or software is not compatible with the Application or Subscription Service.

#### **Viewing restrictions**

4. You can only view the Cricket Australia Live Matches at the time and in the limited screen format Cricket Australia makes them available for you to view on your device. Cricket Australia does not archive the Cricket Australia Live Matches for you to access and view later.

#### **Location services**

5. When you subscribe to the 365 Pass, Monthly Pass or Day Pass, you agree, as the relevant mobile service account holder, to Cricket Australia and its service providers collecting and using the location of your mobile handset to provide you with the Cricket Australia Live Matches.

## **License**

### **4. License**

1. Cricket Australia grants you a personal, non-exclusive, non-transferrable, revocable licence (Licence) to use the Cricket Australia Live Application (Application) and the Website (in relation to the Subscription Service).
2. In using the Application or Website (to access the Subscription Service), you agree to these Terms of Use, the terms and conditions of use of the Website located at [www.cricket.com.au/terms-conditions](http://www.cricket.com.au/terms-conditions) (**Website Terms**) and the Cricket Australia Privacy Policy (**Privacy Policy**) located at [www.cricket.com.au/privacy](http://www.cricket.com.au/privacy) each of which may be amended from time to time. To the extent of any conflict between these Terms of Use and the Website Terms and/or Privacy Policy, these Terms of Use will prevail.
3. If you purchase the Application through the Apple App Store™ and/or the Google Play™, in addition to the terms set out here, your use of the Application and Subscription Service is also subject to Apple's EULA (End User Licence Agreement) [www.apple.com/legal/itunes/appstore/dev/stdeula/](http://www.apple.com/legal/itunes/appstore/dev/stdeula/) or Google Play Terms of Service [play.google.com/intl/en\\_au/about/play-terms](http://play.google.com/intl/en_au/about/play-terms) depending on your compatible device. To the extent of any conflict between these Terms of Use Apple's EULA or Google Play Terms of Service, these Terms of Use will prevail.
4. Cricket Australia reserves the right to suspend, terminate or otherwise deal with your Licence in relation to the Application or the Website and their content at any time.
5. Cricket Australia reserves the right to vary these Terms of Use from time to time. You agree to be bound by varied Terms of Use by continuing to use the Application.

#### **Access**

6. The Subscription Service is only accessible where your IP address is located within Australia or in countries specified in clause 4.9 and via the following platforms or devices owned and controlled by you:
  - a. supported web browsers
  - b. supported iOS devices;

- c. supported Android devices;
  - d. supported Microsoft Windows platforms on a portable device.
7. The Application and Subscription Service may not be used on other unsupported platforms or devices.
  8. The Subscription Service will not be available on Apple TV.
  9. The Subscription Service is accessible where your IP address is located within a country or territory specified below:

Afghanistan	Australia	Afghanistan	Albania	Algeria	Andorra	Angola
Antarctica	Argentina	Armenia	American Samoa	Aruba	Austria	Azerbaijan
Bahrain	Bangladesh	Barbados	Barbados	Belarus	Belgium	Belice
Benin	Bermuda	Bhutan	Bolivia	Bonaire, Saint Eustatius and Saba (Caribbean Netherlands)	Bosnia and Herzegovina	Botswana
Bouvet Island	Brazil	British Indian Ocean Territory	Brunei	Bulgaria	Burkina Faso	Burundi
Cambodia	Cameroon	Canada	Cape Verde	Central African Republic	Chad	Channel Islands
Chile	China	Christmas Island	Cocos (Keeling) Islands	Colombia	Comoros	Congo Republic
Cook Islands	Costa Rica	Croatia	Cuba	Curacao	Cyprus	Czech Republic
Democratic Republic of Congo	Denmark	Djibouti	Doiminican Republic	East Timor	Ecuador	Eire (Northern Ireland and Republic of Ireland)
Egypt	El Salvador	England	Equatorial Guinea	Eritrea	Estonia	Ethiopia
Falkland Islands (Malvinas)	Faroe Islands	Federated States of Micronesia	Fiji	Finland	France	French Guiana
French Southern Territories	Gabon	Gambia	Georgia	Germany	Ghana	Gibraltar
Greece	Greenland	Guadeloupe	Guam	Guatemala	Guernsey	Guinea
Guinea Bissau	Guyana	Haiti	Heard Island and McDonald Islands	Honduras	Hong Kong	Hungary
Iceland	India	Indonesia	Iran	Iraq	Isle of Man	Israel
Italy	Ivory Coast	Jamaica	Japan	Jersey	Jordan	Kazakhstan
Kenya	Kiribati	Kuwait	Kyrgyzstan	Laos	Latvia	Lebanon
Lesotho	Liberia	Libyan Arab Jamahiriya	Liechtenstein	Lithuania	Luxembourg	Macao
Macedonia	Madagascar	Malabo	Malawi	Malaysia	Maldives	Mali
Malta	Marshall Islands	Martinique	Mauritania	Mauritius	Mayotte	Mexico
Micronesia	Moldova	Monaco	Mongolia	Montenegro	Morocco	Mozambique
Myanmar	Namibia	Nauru	Nepal	Netherlands	New Caledonia	New Zealand
Nicaragua	Niue	Niger	Nigeria	Norfolk Island	North Korea	Northern Marianas
Norway	Occupied Palestinian Territory	Oman	Pakistan	Palau	Palestine	Panama

Papua New Guinea	Paraguay	Peru	Philippines	Pitcairn	Poland	Portugal
Puerto Rico	Qatar	Republic of South Africa	Reunion	Romania	Russian Federation	Rwanada
Rwanda Principe	Saint Barthelemy	Saint Martin	Saint Pierre and Miquelon	San Merino	Sao Tome	Saudi Arabia
Scotland	Senegal	Serbia	Seychelles	Sierra Leone	Singapore	Sint Maarten
Slovakia	Slovenia	Solomon Islands	Somalia	South Georgia/South Sandwich Island	South Korea	South Sudan
Spain	Sri Lanka	St Helena	Sudan	Surinam	Suriname	Svalbards and Jan Mayen
Swaziland	Sweden	Switzerland	Syria	Taiwan	Tajikistan	Tahiti
Tanzania	Thailand	The Bahamas	The Cayman Islands	The Leeward Islands (inc Anguilla, Antigua & Barbuda, St Kitts, St Nevis, Montserrat and the British Virgin Islands)	The Windward Islands (inc St Lucia, St Vincent, Dominica and Grenada)	Togo
Tokelau	Tonga	Torres Strait Islands	Trinidad and Tobago	Tunisia	Turkey	Turkmenistan
Turks & Caicos	Tuvalu	UAE	Uganda	Ukraine	Uruguay	USA
USA Minor Outlying Islands	Uzbekistan	Vanuatu	Vatican City State	Venezuela	Vietnam	Virgin Islands
Wales	Wallis and Futuna	Wake Island	Western Sahara	Western Samoa	Yemen	Zaire
Zambia	Zanzibar	Zimbabwe				

## Restrictions

### 10. You must not:

- a. yourself, or permit others to sell, rent, lease, sub-license, lend, assign, time-share, distribute or otherwise make the Application or Subscription Service available to any third party;
- b. reverse engineer, decompile, or disassemble the Application or Subscription Service;
- c. reproduce, modify, enhance, translate, alter, tamper with, upgrade or create derivative works of the whole or any part of the Application or Subscription Service or combine, integrate or incorporate the whole or any part of the Application or Subscription Service in any other software or system;
- d. remove, alter, obscure or deface any:
  - i. patent, copyright, trademark, or proprietary rights notices of Cricket Australia or its licensors;
  - ii. trade mark, service mark, get up, livery, logo or branding, proprietary or restricted use legend; or
  - iii. disclaimer, warning, instruction or advisory notice, which are contained in or affixed to the Application or Subscription Service; or
- e. do anything that would prejudice Cricket Australia's right, title or interest in the Application or Subscription Service.

### 11. You must not

- a. do anything with a Cricket Australia Live Match that is not expressly authorised under these Terms of Use and the Subscription Terms (including copying, retransmitting, relaying, selling or broadcasting a Cricket Australia Live Match to anyone else); or
  - b. attempt to circumvent or modify any technological measure (such as digital rights management software on your handset) used to apply the terms set out in these Terms of Use.
12. You must not directly or indirectly charge others for accessing, viewing or listening to any Cricket Australia Live Matches, or attempt to commercialise or exploit the Cricket Australia Live Matches in any way, which includes advertising or selling any goods and services which offer Cricket Australia Content, including any third party software applications.
13. You must not disrupt or try to disrupt the Application, Website or Subscription Service or use the Cricket Australia Application or Website to distribute software viruses or other harmful programs.

#### **Acknowledgments**

14. You acknowledge that these Terms of Use are concluded between you and Cricket Australia only, and not with Apple Inc. (Apple) and that Cricket Australia and not Apple, is solely responsible for the Application, Subscription Service and its content.
15. You acknowledge that Cricket Australia has absolute editorial control over all Cricket Australia content at all times. Cricket Australia reserves its right to modify, suspend or discontinue all or any part of the Application or Subscription Service without giving you any notice.

### **5. Privacy**

1. As an Application or Subscription Service user, you will periodically receive e-mails. In addition, you may periodically receive information by e-mail regarding discounts, updates and new offerings regarding the Subscription Service and other products and services of Cricket Australia and its partners. If you wish to change your email preferences at any time you can contact Cricket Australia as set out in the Privacy Policy.
2. The personal information which Cricket Australia and State or Territory cricket associations, including the Big Bash League teams (together, Australian Cricket) collects, which is collected on their own behalf, and on behalf of Nine Network Australia Pty Ltd (ACN 008 685 407) (Nine), is used for the purposes set out in these Terms of Use (including, if applicable, clause [18](#)), as well as to otherwise communicate with you in relation to information and offers from Australian Cricket, to provide Australian Cricket's products and services, and for any of the purposes set out in the Privacy Policy.
3. By agreeing to these Terms of Use you agree your personal information will be disclosed to, and used by, Australian Cricket under these Terms of Use and the Privacy Policy, which contains information about how you may access and seek to correct your personal information or complain about a breach of your privacy, and how Australian Cricket will deal with that complaint. Australian Cricket may disclose your personal information to other parties, including Australian Cricket's third party service providers, who may be located (and so your personal information may be disclosed) in India, the USA and the UK, and other countries from time to time. Australian Cricket may use and disclose your personal information for direct marketing purposes, unless you opt out (which you can do at any time in accordance with the Privacy Policy). You can request to access, update or correct any personal information Australian Cricket holds about you

by writing to Cricket Australia's Privacy Officer at 60 Jolimont Street, Jolimont, VIC 3002 or sending an email to [privacy@cricket.com.au](mailto:privacy@cricket.com.au)

4. All Application and Subscription Service users will be automatically registered as a member of the Australian Cricket Family. The Australian Cricket Family is the official membership for Australian cricket fans giving members benefits such as priority access to tickets, newsletters containing exclusive blogs from our Australian players and coaches and exclusive offers and competitions. For more information or to manage your communication preferences or unsubscribe from the Australian Cricket Family you can visit the following site: [www.cricket.com.au/acf](http://www.cricket.com.au/acf)

### **Sharing Information**

5. Cricket Australia has partnered with Nine to develop the Application and as part of this arrangement personal information obtained from your Cricket Australia Subscription Service subscription is collected on behalf of, and may be shared with, Nine. By agreeing to these Terms of Use you give your consent to the disclosure of your personal information by Cricket Australia to Nine and to Nine's use of your personal information in accordance with its privacy policy located at [www.jump-in.com.au/privacy/nnapolicy.pdf](http://www.jump-in.com.au/privacy/nnapolicy.pdf) including to contact you and inform you about offers and updates from Nine
6. Cricket Australia may use third parties to provide parts of our services as well as to provide analytical data about your use of the Application and Subscription Service. Cricket Australia may deploy devices such as cookies that enable those third parties to anonymously collect and aggregate usage data and report it back to us. Subject to clause [5.1](#), [5.2](#) and [5.3](#), third parties that Cricket Australia contracts with to help provide our services cannot use your personal information for their own purposes without your express consent.

## **6. Access to the Application and Subscription Service**

1. To obtain access to the Application and Subscription Service, you will be required to register, either by connecting your Facebook, Twitter or Google+ account in accordance with clause [7](#) or creating an account using an email address and password (collectively, the **Password**). You agree to:
  - a. provide current, complete, true and accurate information;
  - b. maintain and update your information as required to keep it current, complete and accurate; and
  - c. provide additional information about yourself as may be requested by Cricket Australia from time to time.

Please note that Cricket Australia may use such information in accordance with the Privacy Policy. Cricket Australia reserves the right to require you to periodically change your Password.

2. You agree:
  - a. that you are and shall be responsible for maintaining the confidentiality and security of your Password, and for restricting access to your device and your Password;
  - b. not to share, transfer, lease, assign or sublicense any Password without Cricket Australia's prior written consent;
  - c. not to circumvent the password restrictions on the device or Website, nor allow others to do so on your behalf;
  - d. not to use anyone else's password; and
  - e. to notify Cricket Australia immediately upon discovery or suspicion of compromise of the confidentiality of any Password.

3. You acknowledge and agree that:
  - a. your subscription to the Subscription Service is personal to you and that you will not share your Password or grant any other person access to the Subscription Service, using your Password or otherwise, without Cricket Australia's prior written consent;
  - b. that you shall be solely liable and responsible for all activities that occur under your Password; and
  - c. (c) that Cricket Australia shall not be responsible for your failure to comply with this clause 6 or any loss or damage arising out of, or related to, the use of your Password by you or anyone other than Cricket Australia.
4. You may not use the Application or Subscription Service for any unlawful purpose or for any purpose other than as expressly authorised by these Terms of Use. Cricket Australia has the right, in its sole discretion, to refuse or restrict anyone from access to any or all of the Application and/or Subscription Service at any time for any reason or to refuse to permit you to use a Password for any reason, including but not limited to, that your Password impersonates someone else, is protected by trademark or other Intellectual Property Rights, or is vulgar or otherwise offensive, as determined solely by Cricket Australia in its sole discretion.
5. In addition to any other remedies available to Cricket Australia, whether at law or otherwise, in relation to your failure to comply with any of the terms or conditions in these Terms of Use, Cricket Australia has the right to terminate your access to the Application and Subscription Service immediately. If Cricket Australia terminates your access to the Application and Subscription Service for cause (e.g., your breach of the Terms of Use) you will not receive any refund or partial refund for any charges already incurred or paid by you and Cricket Australia reserves all other rights available to it in connection with your breach.

## **7. Connecting with Cricket Australia via Email, Facebook, Twitter or Google+**

1. If you connect to the Application using your email address, Facebook, Twitter or Google+ credentials these Connection Terms apply.
2. If you connect using Facebook, you authorise Cricket Australia to collect your authentication information, such as your username, encrypted access credentials, and other information that may be available on or through your Facebook account, including your name, profile picture, country, hometown, e-mail address, date of birth, gender, friends' names and profile pictures and networks. Cricket Australia may store this information so that it can be used for the purposes set out in the Cricket Australia Privacy Policy located at <http://www.cricket.com.au/privacy> (as amended from time to time) and clause 7.4 below.
3. If you connect using Twitter, Cricket Australia may receive, use and share the categories of information described above, including information made publically available on or through your Twitter account, in accordance with the Cricket Australia Privacy Policy and clause 7.4 below.
4. Cricket Australia may use the information Cricket Australia collects, including your personal information, to:
  - a. provide, personalise, and improve your experience with the Application and products and services made available through the Application, for example by providing customised or localised content and advertising;
  - b. ensure technical functioning of the Application and products and services made available through the Application, develop new products and services, and analyse your use of the Application, including your interaction with applications,



- advertising, products and services that are made available, linked to or offered in the Application;
- c. communicate with you for Application-related purposes, including promotional e-mails or messages;
  - d. enable and promote the Application, including features and content of the Application and products and services made available through the Application.

## **8. Updates and New Releases**

1. Cricket Australia may make available Updates for the Application or Subscription Service that may incorporate:
  - a. corrections of any substantial defects;
  - b. fixes of any minor bugs; and
  - c. at the sole discretion of Cricket Australia, enhancements to the Application or Subscription Service.
2. You may accept and use any Update that Cricket Australia makes available by downloading or accessing the Updates.
3. Cricket Australia is responsible for maintenance and support but only to the extent required by any applicable laws. Apple and Google Inc. (*Google*) are not responsible for any maintenance and support in connection with the Application or Subscription Service.

## **9. Intellectual Property**

### **Ownership**

1. You acknowledge that the Application and Subscription Service is licensed to you and that no ownership rights in the Application or Subscription Service pass to you and that you must use the Application and Subscription Service only in accordance with these Terms of Use.
2. All Intellectual Property Rights, including adaptations, translations and derivative works in the Application and Subscription Service are the exclusive property of Cricket Australia (or its licensors, if applicable), and vest in or are transferred to Cricket Australia immediately upon creation, as the case may be.
3. All Intellectual Property Rights in the content, software and systems owned by or licensed to Cricket Australia in respect of the Application and Subscription Service, including video, audio, images, text, logos, names, designs, trademarks and copyright are reserved to Cricket Australia and any of its third party licensors permitting Cricket Australia to make Cricket Australia Live Matches accessible via the Application or the Website.
4. "Cricket Australia", "Ashes", "Big Bash League" and each of their associated logos are trademarks of Cricket Australia and all rights are reserved.

## **10. Product Claims**

1. Cricket Australia, and not Apple, is responsible for addressing any of your claims or any third party relating to the Application or Subscription Service including, but not limited to:
  - a. product liability claims;
  - b. any claim that the Application or Subscription Service fails to conform to any applicable legal or regulatory requirement; and
  - c. claims arising under the Australian Consumer Law or similar legislation.
2. All complaints and claims should be directed to Cricket Australia.

## 11. Liability

### Limitation on Liability

1. Subject to clause [11.2](#), any representation, warranty, condition, guarantee or undertaking that would be implied in these Terms of Use by legislation, common law, equity, trade, custom or usage are excluded to the maximum extent permitted by law.
2. Nothing in these Terms of Use excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the *Australian Consumer Law* being Schedule 2 to the *Competition and Consumer Act 2010 (Cth)* (ACL) or any other applicable law that cannot be excluded, restricted or modified by agreement.
3. Where Cricket Australia's liability cannot be lawfully excluded, it is limited at the option of Cricket Australia, to:
  - a. the resupplying of access to and use of the Application or Subscription Service;
  - b. the payment of the cost of having access to and use of the Application or Subscription Service supplied again; or
  - c. the refund of the amounts paid by you for your subscription to access and use the Application or Subscription Service.
4. In the event of any failure of the Application to conform to any applicable guarantee or warranty, which cannot be excluded by law, you may notify Apple, and Apple will refund the purchase price for the Application to you. To the maximum extent permitted by applicable law, Apple will have no other guarantee or warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Cricket Australia's sole responsibility subject to these Terms of Use.
5. Subject to this clause [11](#), the maximum aggregate liability of Cricket Australia for all proven losses, damages and claims arising out of or in connection with these Terms of Use, including liability for breach, in negligence or in tort or for any other common law or statutory action is limited to the sum of \$100.
6. To the maximum extent permitted by law, Cricket Australia and any of its Personnel, licensors and/or suppliers will not have any liability for any indirect or Consequential Losses whatsoever for any reason arising in connection with these Terms of Use and/or the use of the Application or Subscription Service.

## 12. Indemnity

1. You agree that your access to and use of the Application and Subscription Service will be at your sole risk.
2. You will at all times indemnify Cricket Australia and will continue to indemnify, hold harmless and defend Cricket Australia and its principals, agents, servants and employees (in this clause referred to as '**those indemnified**') from and against all liabilities, costs and expenses suffered or incurred by any of those indemnified including, without limitation, all reasonable legal fees incurred by those indemnified, arising out of or in connection with any of the following, except to the extent that any liability, loss or damage is solely and directly caused by the wilful misconduct or negligence of those indemnified:
  - a. any unauthorised use or disclosure of the Application or Subscription Service by you;
  - b. any loss or damage arising out of, or in connection with, any personal injury, death or damage to tangible property arising out of the performance of these Terms of Use by the you;
  - c. any breach of these Terms of Use by you; and

- d. any negligence, illegal or unlawful or wilful act or omission by you in connection with these Terms of Use;
  - e. any claim by a third party as a result or arising out of:
    - i. the use of the Application or Website by any means and in any form that was not specifically approved by Cricket Australia;
    - ii. the use of the Application or Website in a manner or for a purpose not reasonably contemplated or not authorised by Cricket Australia;
    - iii. the modification, adaptation, merger or alteration of the Application or Website without Cricket Australia's prior written consent; or
    - iv. any wilful, unlawful or negligent act or omission by you.
3. Nothing in this agreement authorises you to defend, compromise or settle any claim or proceedings on Cricket Australia's behalf.

### **13. Advertising and Links to Websites**

1. The Application and Subscription Service may contain links to third party sites (**Linked Sites**). Linked Sites are not under Cricket Australia's control and Cricket Australia is not responsible for the content of any Linked Site or any hyperlink contained in a Linked Site (**Subsequent Site**). Cricket Australia provides these hyperlinks to you as convenience only, and the inclusion of any link does not imply any endorsement of the Linked Site by Cricket Australia or by its Personnel. You click through to any Linked Site or Subsequent Site entirely at your own risk.
2. Neither Cricket Australia nor its Personnel give any representation or warranty as to the reliability, accuracy or completeness of any Linked Sites or Subsequent Sites, nor does Cricket Australia or its Personnel accept any responsibility arising in any way (including negligence) for errors in, or omissions from any Linked Sites or Subsequent Sites.

### **14. Disclaimers**

1. Cricket Australia is not liable for any breach of these Terms of Use (including any warranty contained in them) which arises as the result of:
  - a. modifications to the Application that were effected or attempted by a person other than Cricket Australia or its authorised representatives;
  - b. access and use of the Application or Subscription Service;
  - c. accessing the Cricket Australia Live Matches;
  - d. any act, error, fault, neglect, misuse or omission of you; or
  - e. the operation of the Application other than in accordance with these Terms of Use, or otherwise than in accordance with the directions or recommendations of Cricket Australia.
2. Cricket Australia does not promise you any of the following with respect to your use of the Application or Subscription Service:
  - a. that you will have uninterrupted or error-free access to and use of the Application or Subscription Service;
  - b. that the content of the Application is accurate, complete, or suitable for a particular purpose. You must rely on your own judgment in relation to any matter of that type;
  - c. that your internet or mobile service provider will allow you access to the Application or Website. You are responsible for ensuring your service provider will allow you access to the Application or Website and its content and for any costs and service fees associated with the access; or
  - d. that your computer, mobile or other hardware devices will allow you access to the Application or Website. You are responsible for ensuring your devices will allow

you access to the Application or Website and its content and for any costs and service fees associated with the access.

#### **Intellectual Property Rights Disclaimer**

3. Cricket Australia gives no warranty that the Application or Subscription Service does not infringe the Intellectual Property Rights of any person.
4. If there are any third party claims relating to Intellectual Property Rights regarding the Application or Subscription Service, Cricket Australia will be responsible, and not Apple, for any investigation, defence, settlement and discharge of any such claim.

### **15. Termination**

1. This Licence is effective until terminated by you or Cricket Australia. Your rights under this Licence will terminate automatically without notice from Cricket Australia if you fail to comply with these Terms of Use. Upon termination you shall cease all use of the Application and Subscription Service and destroy all copies, full or partial of the Application and Subscription Service.
2. On termination by you, you will not be entitled to any refund of any fee (or any part of it) that Cricket Australia has already charged you in relation to the Application or any associated service including without limitation the Subscription Service.
3. On termination by Cricket Australia, you will be entitled to a refund of any fee (or any part of it, on a pro rata basis) that Cricket Australia has already charged you in relation to the Application or any associated service including without limitation the Subscription Service.

### **16. Warranty**

1. You warrant that you are:
  - a. not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a “terrorist supporting” country; and
  - b. that you are not listed on any US Government list of prohibited or restricted parties.

### **17. General**

#### **Governing Law**

1. These Terms of Use will be governed by and construed in accordance with the laws of the Victoria which shall have exclusive jurisdiction over any disputes.

#### **Unenforceability**

2. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms of Use to be unenforceable, the remainder of these Terms of Use will continue in full force and effect.

#### **Waiver**

3. If Cricket Australia elects not to exercise or enforce any right that it has against you at a particular time, this does not prevent Cricket Australia from later seeking to exercise or enforce that right.

#### **Assignment**

4. You must not assign, sub-license or otherwise transfer any of your rights and obligations in these Terms of Use to any other person.

#### **Entire agreement**

5. These Terms of Use and any documents incorporated by reference, constitute the entire agreement between the parties regarding the matters set out above and supersede any

prior representations, understandings or arrangements made between the parties, whether orally or in writing.

#### **Enforcement**

6. You acknowledge that Apple and its subsidiaries are beneficiaries of this Licence and that your acceptance of these Terms of Use gives Apple the right (and you will be deemed to have accepted that right) to enforce these Terms of Use.

#### **GST**

7. Where:
  - a. (a) a party (**Supplier**) makes a taxable supply to another party (**Recipient**), the Recipient must pay to the Supplier an additional amount equal to the GST payable by the Supplier (unless the consideration for that taxable supply is expressed to include GST). The additional amount must be paid when any consideration for the taxable supply is first paid or provided. The Supplier must provide to the Recipient a tax invoice at the time of payment;
  - b. (b) a party indemnifies, reimburses or makes a contribution (**Contribution**) to the other party, and the other party can obtain an input tax credit on an acquisition associated with the Contribution, the amount of the Contribution for the first party is reduced by the amount of that input tax credit. The reduction is to be made before any increase under clause [17.7\(a\)](#); and
  - c. (c) terms are used in this clause, they have the meanings given to them in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

#### **Contacting Cricket Australia**

8. If you need to contact Cricket Australia please do so by emailing [appsupport@cricket.com.au](mailto:appsupport@cricket.com.au).

### **18. Definitions**

- **Connection Terms** means the additional terms that apply if you connect to the Application using your email address, Facebook, Twitter or Google+ as set out in clause [18](#).
- **Consequential Loss** means indirect, economic, special or consequential loss or damage, including loss of revenue, time, goodwill, data, anticipated savings, opportunity, loss of production, and loss of profit.
- **Cricket Australia Live Matches** means International Test Matches, One-day International Matches, International Twenty20 Matches, KFC T20 Big Bash League Matches played within Australia under the auspices of Cricket Australia and any other matches Cricket Australia determines from time to time in its absolute discretion. For the avoidance of doubt this excludes any matches hosted on behalf of the International Cricket Council such as the 2016 ICC World Twenty20.
- **Intellectual Property Rights** includes all intellectual property rights whether registered or unregistered including:
  - a. copyright, patent, trademark, design, registered design, trademarks, trade or other protected rights, or related rights, existing worldwide; and
  - b. any licence, consent, application or right, to use or grant the use of, or apply for the registration of, any of the rights referred to in (a), whenever created.
- **Personnel** means directors, officers, employees, agents and contractors.
- **Live Pass Subscription Service or Subscription Service** means using the Application or the Website to access and stream Cricket Australia Live Matches in accordance with the Subscription Terms.

- ***Subscription Terms*** means the terms that apply to the Subscription Service as set out in clauses [1](#) and [2](#).
- ***Updates*** means modifications, enhancements and new versions of the Application.
- ***Website*** means the Cricket Australia Website (<http://www.cricket.com.au/>).

Last updated: 16 November 2017