



## AMT TERMS AND CONDITIONS

The Australian Mathematics Trust's (AMT) website (amt.edu.au) and associated pages and websites are operated by AMTT Ltd as trustee for the Australian Mathematics Trust ABN 39 120 172 502 (referred to as "AMT", "Our", "We" or "Us").

Use of our open and invitational competitions, main website and any information or services provided through its associated systems (excepting Problemo) is subject to the following terms and conditions and any additional terms and conditions, rules, disclaimers and notices displayed by us elsewhere on our website or other properties from time to time (together, the Terms of Use).

By using Our website or by registering for a competition and accessing or using the associated information, you will be deemed to have accepted and agreed to be bound by the Terms of Use as updated from time to time, whether you are a visitor simply browsing the website or you become a registered User of AMT. If you do not agree with any of the Terms of Use, or any changes to them, do not register for Our competitions or use Our website or systems.

### 1. Use of AMT material

All AMT problems are copyright and must not be reproduced without the express permission of AMT.

### 2. Consent to collection & use of personal information

AMT abides by the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs). Any personal or sensitive information collected from you, your child(ren) or your student(s) is treated in accordance with this legislation.

Our Privacy Policy is available on the AMT website: [www.amt.edu.au/privacy-policy](http://www.amt.edu.au/privacy-policy).

If you want your child(ren) or student(s) to participate in any AMT competition then you (yourself and on behalf of the child or student) will need to consent to the collection, use and disclosure of personal information in accordance with Our Privacy Policy. Please be aware some of Our competitions are delivered through a provider based overseas.

In paying any applicable registration Fee, you also agree that the School will:

- a. Provide students and their parents with the Participation and Privacy Consent Form
- b. Collect and retain completed Participation and Privacy Consent Forms for one year
- c. Ensure that students only participate if their parents have returned the Participation and Privacy Consent Form



### 3. Registration

You may register to take part in AMT competitions and programs, or to purchase Our products. In order for us to provide you with information and related content, We will collect certain registration information from you. Such information may include, but is not limited to, your name, contact details and relevant preferences. We may also collect additional information based on your school or usage of Our products. We may use the information collected to provide a personalised experience for you on Our website and for Our own business and administrative purposes. We will deal with any personal information We collect about you in accordance with the AMT Privacy Policy and privacy law.

You must provide us with complete and up-to-date registration information, as requested. It is your responsibility to inform us of any changes to your or your child(ren) or student(s) registration information.

You must keep your username and password confidential and secure and not permit any other person to access Our system using your username and password. We are entitled to assume that all uses of Our system under a User's username are undertaken by that User (unless We have been told that the User's details have been compromised).

### 4. Access to and use of Our systems

Users acknowledge and agree that We may:

- make changes to Our platforms and the information and services related to them;
- monitor access to and use of Our systems by Users; and
- cancel a User's access to Our systems if We believe:
  - a. the User has breached the Terms of Use; or
  - b. the User is no longer eligible or authorised to access Our systems.

Access to Our information and systems depends on postal delivery and telecommunications and internet service providers and other external factors. We do not guarantee the availability of Our competitions or systems at all times or at any specific times.

While We will take reasonable precautions to ensure Our systems are secure, no data transmission over the internet can be guaranteed as totally secure. Accordingly, We cannot ensure the security of any information transmitted to, from or using Our systems and Users do so at their own risk.

### 5. User-posted content



Material includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them. It also includes intellectual property licences and in relation to the use of any name, character, likeness, image, voice or anything else that identifies any person that is included in the Material.

Users are responsible for any Material they submit to, on or through Our systems and must respect the legal rights and sensibilities of other Users.

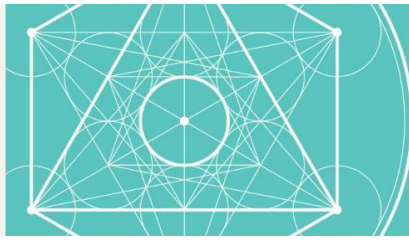
We reserve the right to (but have no obligation to) review, remove, modify, deny access to, or not display any Material submitted, uploaded, posted or transmitted to, on or through Our systems at Our sole discretion, including where that Material is Prohibited Material (see clause 7 below) or otherwise breaches the Terms of Use.

By submitting, uploading, posting or transmitting Material to, on or through Our systems, Users:

- grant Us a royalty-free, non-exclusive, perpetual, worldwide licence to (and to authorise others to) use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and display such Material for the purposes of operating Our systems and providing any associated services to Users and for Our reasonable business and administrative purposes (including promotional and marketing purposes);
- consent to Us using and publishing (and authorising others to use and publish) their name, character, likeness, image, voice or anything else that identifies them which is contained in the Material for the above purposes;
- grant other Users a royalty-free, non-exclusive, perpetual, worldwide licence to use, copy and reproduce such Material for their own private, non-commercial use;
- warrant that the Material is not Prohibited Material and that they are legally entitled to submit, upload, post or transmit the Material to, on or through Our systems and have obtained all necessary licences, consents and approvals in relation to the Material to enable them to submit, upload, post or transmit the Material to, on or through Our systems and to permit Us and other Users to deal with the Material in accordance with the licences granted above; and
- consent to any act or omission that would otherwise infringe their moral rights in the Material and present and future rights of a similar nature conferred by statute anywhere in the world.

## **6. No liability for misuse by other Users**

We do not warrant that Material submitted, uploaded, posted or transmitted by Users will be protected against misuse by third parties. In particular, We are not responsible for the infringement of the copyright in Material by other Users.



## 7. Conduct of Users

Users must not submit, upload, post or transmit Material to, on or through Our systems that:

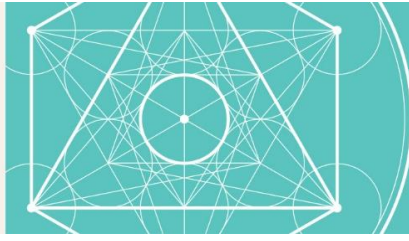
- is offensive, unlawful, defamatory, false or misleading, discriminatory, pornographic, sexually explicit, unsuitable for minors or of an abusive, violent, obscene, offensive or menacing nature;
- is racist or hateful or promotes racism or hatred towards another person or group of persons;
- contains nudity, swear words or excessive violence;
- is reasonably likely to offend another User;
- contains advertising or is otherwise submitted, uploaded, posted or transmitted for commercial purposes;
- violates or infringes (or the use of which violates or infringes) the intellectual property or other rights of any person or entity;
- contains personal information of any person (such as name, address, email address, phone number), except with the relevant person's permission;
- contains or transmits malware, viruses or other harmful computer code;
- contains a commercial advertisement or a link to such advertisement;
- solicits other Users to buy or sell goods or services; or
- contains financial, legal, medical or other professional advice,

(all of the above being Prohibited Material).

Users must not use Our system to:

- conduct any illegal activity;
- cause annoyance or inconvenience to any person including other Users; or
- harvest information about other Users for the purpose of sending, or to facilitate the sending of, unsolicited commercial electronic messages

## 8. Material posted by other Users



We are not responsible for, and accept no liability with respect to, any Material submitted, uploaded, posted or transmitted to, on or through Our systems by Users.

The views and opinions expressed in Material posted by Users on Our systems are the views and opinions of the authors and do not necessarily represent Our views or opinions. We do not endorse or support any views or opinions posted by Users on Our systems or guarantee the accuracy, completeness, currency or suitability of any information posted by Users.

Users agree that We are not liable for the opinions or behaviour of other Users, including any Material they submit, upload, post or transmit on Our systems and any defamatory statements or offensive conduct. Users who believe that the behaviour or Material of another User is objectionable or contrary to the Terms of Use can report the behaviour or Material to Us using the contact details below.

#### **9. Paid goods, services and competitions**

This clause 9 applies where a User seeks to purchase a product or service from AMT or wishes to pay any registration or other Fees relevant for Our competitions.

Users agree they must pay the relevant price or Fee (the Fees) for the product, service or competition (as applicable) as and when they are due and payable. The due date is either described in these Terms of Use or on Our website under the relevant product, service or competition.

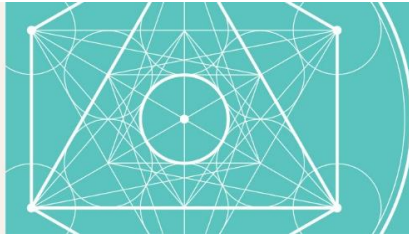
Users may elect to pay the Fees by credit card or debit card. Schools or educational clinics may also elect to pay the Fees under agreed terms with Our consent.

The Fees are a sum due in advance of the purchase (if paid by credit or debit card) or otherwise due on or before the due date of the tax invoice. If no date is specified on the tax invoice, the Fees are due within 30 days of the date of the tax invoice.

All amounts payable under these Terms of Use are expressed inclusive of GST, and GST must be paid in respect of any taxable supply, subject to the receipt of a valid tax invoice.

If payment is denied (if credit card or debit card is chosen) or if payment is not received in accordance with this clause 9, We may:

- a) cancel your purchase and cease supplying you with the nominated good or service; and /or
- b) suspend or terminate access to Our website, Our systems or the relevant competition(s), as applicable for the relevant purchase, in Our absolute discretion. Where We suspend or terminate access for a school pursuant to this clause, the suspension or termination applies to all User licences and/or student participation which form part of the school's purchase order.



A User or a school or educational clinic (as applicable) may cancel their purchase at any time prior to either (1) an order being finalised by the User/school, or (2) Us generating a tax invoice. We may agree to cancel purchases in other circumstances, in Our absolute discretion

#### **10. Disclaimer of warranties and representations**

Except as required by law, We give no express or implied warranties or guarantees, and make no representations, in relation to Our systems or any information or services available through Our systems. In particular, We do not warrant or represent that:

- Users' systems will meet the minimum requirements to enable use of Our systems;
- information provided on Our systems is accurate, complete or suitable for any purpose;
- Our systems and its services are free from any computer viruses or defects; or
- Users' access to Our systems and its services will be continuous or uninterrupted.

#### **11. Our liability**

Nothing in this document excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation that cannot lawfully be excluded or limited, including under the Competition and Consumer Act 2010 (Cth) and similar State or Territory legislation (Non-Excludable Provision). However, to the maximum extent permitted by law, Our liability to a User for failure to comply with any Non-Excludable Provision is limited (at Our option):

in the case of goods—to the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired (as determined by Us); or in the case of services—to the supplying of the services again or the payment of the cost of having the services supplied again (as determined by Us).

Except as specified in this section, to the maximum extent permitted by law:

- We will not be liable to Users for any special, consequential, indirect or incidental damages or loss; and
- We will not be liable to any User, whether in contract, tort (including negligence), statute or otherwise, in relation to Our systems, these Terms of Use or their subject matter.

#### **12. Links to third-party websites**





Our website or systems may contain links to other websites or systems that are not operated or controlled by Us. Those links are provided for convenience but may also facilitate the payment of commissions on sales made to Our users by third-party sites. Provision of a link should not be construed as an endorsement or approval of the third-party website by Us.

We are not responsible for the content of third-party websites, which are not covered by these Terms of Use. Users access those websites at their own risk.

You acknowledge that We may receive fees or commissions from third parties in relation to links to third-party websites.

### **13. Users' liability**

Users are liable to Us in relation to all loss and damage whatsoever that is suffered (including but not limited to indirect or consequential loss) by Us as a direct or indirect result of them acting inconsistently with or breaching any part of the Terms of Use, except to the extent that We cause or contribute to such loss or damage.

Where a school has failed to comply with Our Privacy Policy for competitions, it will be deemed a breach of these Terms of Use and the school indemnifies Us for any liability stemming from the breach of Our Privacy Policy.

### **14. Copyright**

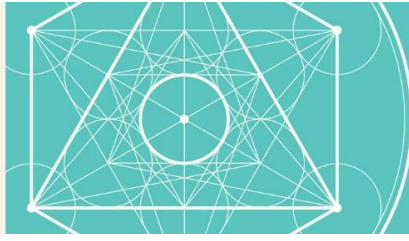
Copyright of the material on or available on Our website, digital systems or printed material is owned by Us or Our licensors.

Users may access and view Our website, systems and associated information and content using their web browser and download information from Our website and print out that information, but only for their own private, non-commercial use. Where We expressly invite you to do so, you may share certain content available on Our website on social media. Except as permitted by the Copyright Act 1968 (Cth), no part of Our printed or online Material (including any Material posted on Our website) may be reproduced, copied, published, framed, or transmitted in any form or by any means without Our prior written consent. Requests for consent should be directed to Using the contact details below.

### **15. Jurisdiction**

The Terms of Use will be governed by the laws of the Australian Capital Territory (ACT), Australia. Users agree to submit to the non-exclusive jurisdiction of the courts of the ACT in the event of a dispute arising out of, or in connection with, the Terms of Use or any use of Our systems.

### **16. Changes to these terms and conditions**



We may amend these terms and conditions from time to time by posting the amended version on Our website. Subsequent or continuing use of Our systems will constitute acceptance of any changes. (Where there are material changes to these Terms and Conditions that could in Our reasonable opinion adversely affect Users registered on Our systems, We will notify those Users of the changes (which, for these purposes, may include notification when a User logs on to use Our systems or an email sent to the User's email address provided to Us). If any Users do not agree to such changes, they may terminate their registration by contacting Us using the details below.)

If any part of the Terms of Use is or becomes void, it will not affect the validity and enforceability of the remaining provisions. The void part will be replaced by provisions that are valid and have an effect as close as possible to the effect of the void part.

## **17. Contact**

If you have any questions regarding these Terms and Conditions or Our competitions, programs or Material, please contact Us:

Email: [mail@amt.edu.au](mailto:mail@amt.edu.au)

Phone: 02 6201 5136

Post: Australian Maths Trust, 170 Haydon Drive, Bruce ACT 2617