

**SKY RACING MEDIA CENTRE  
SUBSCRIPTION SERVICES  
Terms and Conditions'**

Welcome to the Sky Racing Media Centre (the "Media Centre") which is owned and operated by Sky Channel Pty Limited, ABN 77 009 136 010 ("Sky Racing").

## **1. Access and Use**

1.1 These are the Terms of Use for the Media Centre (the "**Website**"). The Website forms part of the Sky Racing Website, the homepage of which is located at [www.skyracing.com.au](http://www.skyracing.com.au).

1.2 When using the Website you must comply with these Terms and Conditions, and any notices and disclaimers elsewhere on the Website (known collectively as "**Terms of Use**"). The Terms of Use of the Sky Racing Website also apply to the usage of the Media Centre. These are accessible by clicking on the "Legal" section at the bottom of each page.

1.3 Sky Racing may change the Terms of Use at any time so please ensure that you read these each time you use the Website to ensure that you are kept up to date. If you do not agree with them, you should leave the Website immediately. By continuing to use the Website, you accept the current Terms of Use.

## **2. Interpretation**

2.1 References to "we", "us" and "our" are references to Sky Racing.

2.2 In these Terms of Use, unless the context or subject matter otherwise requires:-

(a) **Content** means SkyForm, Live Stream and any additional online media products or services offered by Sky Racing from time to time either via the Media Centre, or otherwise made available on the Website, and includes the intellectual property rights (including copyright) in all information, text, material, graphics, fonts, icons, code (including HTML), audio, video, photographs, software and advertisements in SkyForm, Live Stream and in any other additional products or services referred to above, and on the Website.

(b) **Live Stream** means the broadcast of live racing seen on Sky Racing1 and Sky Racing2 and includes live audio from Sky Sports Radio but **does not** include Victorian and Sydney metropolitan thoroughbred racing. That vision remains accessible via other Sky Channel access points.

(c) **SkyForm** means the computer based form guide service that allows users to study the form in-depth and to analyse individual runners for thoroughbred, harness and greyhound racing codes.

(d) **SkyRacing Subscription** means the SkyRacing Subscription which an eligible person can register for via the Website.

(e) **Subscription Service** means the provision of the Content through the Website and the Media Centre.

(f) **TAB Wagering Account** means the New South Wales or Victorian TAB wagering account (other than an on-course account) that you hold with TAB Limited or Tabcorp Wagering (Vic) Pty Limited (as applicable), the account number for which you use to register for access to the Content on the Website.

## **3. Acceptance of terms**

In ticking the box and accepting the Terms of Use on the registration page you are entering into a legally binding contract with Sky Racing to access and use the Content and Subscription Service.

## **4. Fees for the Subscription Service**

4.1 Access to the Subscription Service is:

- \$5 per day
- \$20 per month
- Or \$150 per year.

TAB Wagering Account holders will receive access to the media service free of charge. The subscription fees and TAB Account holders access to the media service may be subject to change at Sky Racing's discretion in future. Any changes will be published on the Sky Racing website.

4.2 In order to access the Subscription Service, users must log in on the website using either their:

- (a) TAB Wagering Account details; or
- (b) Sky Racing Subscription details.

4.3 All costs associated with using the Subscription Service, including computer, software, telephone line and other communications or access costs that may be charged to users by their relevant service providers are the responsibility of the user. Certain software and hardware capabilities are required to use the Subscription Service. Details of the required specifications are available on [skyracing.com.au](http://skyracing.com.au).

## 5. Duration and Termination

5.1 We reserve the right to immediately terminate this agreement or your use of, or access to, the Subscription Service after giving you 5 days written notice if we determine, acting reasonably, that you have breached the Terms of Use or any relevant law, rule or regulation or you have engaged in conduct that we consider to be inappropriate or unacceptable. Notice by email will constitute written notice for the purposes of this clause.

5.2 You will have the right to request an internal review of the decision by us to terminate this agreement or your use of, or access to, the Subscription Service by formal request in writing within 5 days of receipt of notification from us detailed in part 6.1 above. Any requests must be made in writing and addressed to Sky Racing (Internet Manager), 79 Frenchs Forest Road, Frenchs Forest, NSW, 2086.

5.3 All restrictions imposed on you and all Sky Racing disclaimers, limitations of liability and indemnities set out in the Terms of Use will survive any termination.

## 6. Subscription Service – Availability & Accuracy

6.1 We reserve the right to amend the nature and extent of the Content available within the Subscription Service at any time.

6.2 The image and sound quality of the Subscription Service may vary from time to time, whether due to congestion on the internet or telephone lines or otherwise.

6.3 We do not warrant that the material or functions contained in the Subscription Service or your access to them will be uninterrupted, error-free or free of viruses or any other harmful components.

6.4 From time to time we will need to close the Website (including the Subscription Service) to carry out upgrades or maintenance. We will try to keep this to a minimum and where possible, post a notice alerting you to the upgrades or maintenance on the Website.

6.5 You expressly acknowledge and agree that we do not control users of the Website and we are not liable for their behaviour including any information, defamatory statements or offensive conduct.

6.6 We undertake to make all reasonable efforts to ensure that the Subscription Service is available to you but you acknowledge that we are not liable for any damage or loss you may suffer in connection with your use of the Subscription Service, including in relation to any:

- (a) delay in operation or transmission, virus, harmful component, communications failure, internet access difficulties or malfunction in the provision of the Subscription Service, equipment or software, howsoever caused;
- (b) failure of the Subscription Service to perform in whole or in part, any function which we have specified it will perform;
- (c) the unavailability of the Subscription Service to you in whole or in part because of the failure of the communication network, ancillary equipment or any circumstance beyond our reasonable control; or
- (d) delays or errors in the execution of any transaction or instruction because of the communication network, ancillary equipment or any circumstance beyond our reasonable control.

## **7. Intellectual Property Rights**

7.1 The intellectual property rights in the Subscription Service are owned by or licensed to Sky Racing. The Content made available by the Subscription Service is protected by Australian and international intellectual property laws.

7.2 The Sky Racing logo used on the Website is a registered trade mark of Sky Racing. All other logos used within the Subscription Service (for example the Sky Racing 1 logo, Sky Racing 2 logo) are trade marks and may not be used or reproduced in any form without the prior written consent of Sky Racing.

7.3 You must not modify, copy, reproduce, sell, frame, scrape, upload to a third party, create derivative works from, post, transmit or distribute the Subscription Service in any way except as expressly provided for on the Website or expressly authorised in writing by Sky Racing.

7.4 You must not make use of any "Meta tags" or other "hidden text" that uses Sky Racing's name or trade mark or product name without Sky Racing's prior written consent.

## **8. Your use of the Services**

8.1 You may, using an industry-standard web browser, download and view the Subscription Service for your personal, non-commercial use only. This means, for example, that you must not charge for viewing of the Subscription Service and that you cannot use the Subscription Service to attract others to buy goods or services from you or anyone else.

8.2 In subscribing to the Subscription Service, you must not:

- (a) disrupt the operation or security of the Website or the Subscription Service or any accounts, servers, or networks connected or accessible through the Website;
- (b) use the Subscription Service in a way that may harass, annoy or disrupt any third person, including a third person who may receive messages as a result of your use of the Subscription Service;
- (c) submit any unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane or indecent information or material of any kind including without limitation any material constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law;
- (d) submit any material of any kind which violates or infringes the rights of any other person, including material which is an invasion of any privacy rights, which is protected by copyright, trade mark or any other proprietary right without first obtaining the permission of the owner or relevant right holder;
- (e) submit any material of any kind which contains a virus or other harmful component;
- (f) delete any author attribution's, legal notices, or proprietary designations or labels in any material that is submitted;
- (g) modify or delete any content on the Website or add any content to the Website;
- (h) alter, disassemble, decompile or reverse engineer any part of the Subscription Service;
- (i) attempt to gain unauthorised access to any part of the Website;
- (j) copy, record or store all or any part of the Subscription Service (other than on a purely transitory basis to permit you to view them) or divert, re-transmit or otherwise distribute all or any part of the Subscription Service to any person, or authorise, enable or procure any other person to do any of the above;
- (k) view the Subscription Service in circumstances where members of the public can view them simultaneously or authorise, enable or procure any other person to do so; and
- (l) abuse the Subscription Service or use it for any unlawful or unauthorised purpose (which includes transmitting any computer viruses through the site, or using the site in a manner which violates or infringes the rights of anyone else). As well as our right to terminate for breaches by you we may suspend the supply of the Subscription Service if your use of it is abusive, excessive or against the interests of other subscribers or in breach of these Terms of Use, or if we are requested to do so by a regulatory authority.

8.3 We reserve the right to co-operate fully with any law enforcement authority in any jurisdiction in respect of any lawful direction or request to disclose the identity or other information in respect of anyone posting any materials which violate any applicable or relevant law.

8.4 The design, text, graphics, footage, images and other feed you receive (and any selection or

arrangement) are subject to the copyright of Sky Racing.

## **9. Linked Sites and Advertising**

9.1 You may be able to access third party websites from this Website. We do not make any representations in relation to the content, quality, or reliability of these websites, and our inclusion of a link to them does not imply that we have any relationship or affiliation with them. We are not responsible for the content or practices of third party websites that may be linked to the Website.

9.2 The Website may also be linked to other websites operated by companies affiliated or connected with Sky Racing. When visiting other websites, you must refer to each such website's individual terms and conditions of use.

9.3 We take no responsibility for third party advertisements which are posted on the Website, nor do we take any responsibility for the goods or services provided by advertisers.

## **10. Sky Ratings Services**

Any Ratings Service we offer (including the Sky Predictor):

- (a) Does not offer an opinion as to which runner will win any race;
- (b) Does not offer advice on whether to wager;
- (c) Does not offer advice on how much to wager;
- (d) Does not make any representations or give any warranties as to the likelihood of profiting from the Sky Ratings service; and
- (e) Does not take into account your personal circumstances.

## **11. Linking to this Website**

You must not create a hyperlink to any page within the Website unless we give you express prior written permission. We reserve the right to attach Terms and Conditions to any consent.

## **12. Indemnity**

We rely on your continued observance of these Terms of Use. If we suffer any loss or damage or incur any costs in connection with any breach of these Terms of Use or any other legal obligation then you agree to indemnify us for those losses, damages and costs.

## **13. Limitation of Liability**

13.1 Subject to the following paragraph, under no circumstances will we or any related corporation or their respective directors or employees be liable to you for any losses, damages, liabilities, claims or expenses (including legal costs) whether direct, indirect, or consequential howsoever caused (including, without limitation, negligence) suffered or incurred by you arising out of:

- (a) use of, or any inability to use the Subscription Service;
- (b) the Content of this Website;
- (c) any services offered or made available to you by Sky Racing through the Website.

13.2 If the Competition and Consumer Act 2010 (CCA) or any other legislation implies a condition or warranty into these Terms of Use in respect of goods or services supplied by Sky Racing, and Sky Racing's liability for breach of that condition or warranty may not be excluded but may be limited, the previous paragraph does not apply to that liability and instead Sky Racing's liability for any breach of that condition or warranty is limited to in the case of a supply of goods, Sky Racing doing any one or more of the following (at Sky Racing's election):

- (a) replacing the goods or supplying equivalent goods;
  - (b) repairing the goods;
  - (c) paying the reasonable cost of replacing the goods or of acquiring equivalent goods;
  - (d) paying the reasonable cost of having the goods repaired,
- and, in the case of a supply of services, Sky Racing doing either or both of the following (and at Sky Racing's election):
- (a) supplying the Subscription Service again;
  - (b) paying the reasonable costs of having the Subscription Service supplied again.

13.3 Nothing in these Terms of Use is intended to exclude, restrict or modify rights which you may have

under the CCA or any other legislation which may not be excluded, restricted or modified by agreement.

#### **14. Waiver**

No failure to exercise or delay in exercising any right, powers or remedy by either of Sky Racing shall be construed or operate as a waiver of any rights or remedies, or of any subsequent breach of any provision of these Terms of Use. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

#### **15. Miscellaneous**

15.1 These Terms of Use apply to the full extent possible in relation to the supply by Sky Racing of any content or services for a wireless application protocol service ("WAP service"), a short messaging service for mobile phone users ("SMS service") and personal digital assistant service ("PDA service").

15.2 These Terms of Use will be governed by and construed in accordance with the laws of New South Wales, Australia. You irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales. If any provision of these Terms of Use is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the terms which will continue in full force and effect.

#### **16. Privacy**

16.1 Please review our Privacy Policy available at <http://www.skyracing.com.au/company/legal/privacy.php>, which also governs your visit to the Website.

All rights not expressly granted herein are reserved.