

Clipsal 500 Adelaide 2014

Social Media Policy – External



Purpose

These user terms apply to your use of Clipsal 500's social media sites or facilities. In consideration of your use of, contribution to, and/or participation in Clipsal 500's owned and/or managed social media resources/ accounts/ presences, or the ability to contribute content to Clipsal 500's social media, you agree to be bound by these terms.

Contributions of Material

1. You are responsible for the content of all material that you contribute to Clipsal 500 social media, including text, images, photos and videos (material).
2. You must ensure that all your material was created by you and that you own all intellectual property rights in it.
3. You also promise that your material will not contain anything that is obscene, defamatory, offensive, or otherwise illegal (either in itself or when placed on Clipsal 500s social media).
4. In addition, you must ensure that your Material:
 - a) Does not infringe the intellectual property rights of any person and does not breach any obligations of confidentiality;
 - b) Contains no spam or other commercial, advertising, marketing or promotional content or links or information that would facilitate the sale or purchase of products or services;
 - c) Contains no personal information or passwords, or the personal details of third parties such as phone numbers, mail or email addresses;
 - d) Is not threatening, harassing, spiteful or abusive;
 - e) Is not indecent or sexual or pornographic in nature, does not include gratuitous swearing or profanity and does not vilify, insult or humiliate any person or group (including, without limitation, on the basis of race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability);
 - f) Contains nothing which is unduly provocative (including, without limitation, flaming, trolling or otherwise hostile content) or which is false, misleading or deceptive; or
 - g) Contains no computer viruses or other computer files or code that adversely affects the operation of Clipsal 500's computer systems or any equipment linked to them.

If your material contains images (either photographs or videos) you must obtain the consent of any person featured or identifiable in the images before contributing that material to Clipsal 500's social media.

When contributing to Clipsal 500's social media you must not impersonate any other person. You must not use Clipsal 500's social media in a manner that adversely affects the use of enjoyment by any person partaking in the organisation's social media.

Dealing with your Material

1. You will continue to own the intellectual property rights in your material. You give Clipsal 500 irrevocable permission to use your material in any way (including changing, adapting, reproducing or communicating your Material to the public) without charge and without any right of attribution to you and to allow others to use it in the same way.
2. At any time and in its sole discretion and without notice to you, Clipsal 500 may refuse to include your material in Clipsal 500's social media, remove all or part of your Material from Clipsal 500's social media, edit your Material or terminate one or more of Clipsal 500's social media or your access to them.

Liability relating to social media and your material

1. Inclusion of your material on Clipsal 500's social media does not indicate any approval of your material by Clipsal 500, its related bodies corporate, suppliers or commercial partners.
2. Clipsal 500 does not endorse, approve or authorise any material (including your material) on its social media and you acknowledge that the material on Clipsal 500's social media may not be accurate, complete, up to date or useful and that you should not rely upon it.
3. By participating online and posting material to Clipsal 500's platforms, you expressly consent to the use of your material by Clipsal 500 to be used in any marketing collateral or advertising campaigns by Clipsal 500 for all promotional purposes.
4. You acknowledge and agree that Clipsal 500 is not responsible for, and does not check the content or accuracy of, any material (including your material) on Clipsal 500's social media. You also agree that to the extent permitted by law, Clipsal 500, its related bodies corporate and contractors will have no liability to you of any kind (including, without limitation, direct and consequential losses) under any circumstances (including, without limitation, negligence) in connection with Clipsal 500's social media, your material or any other material on those social media.
5. If you breach these terms or laws relating to your use of Clipsal 500's social media or your material, you will indemnify Clipsal 500 against any third party claims, losses, damages or costs suffered or incurred by Clipsal 500 in connection with your breaches.
6. Your use of Clipsal 500's social media, and your contribution of material to them, is at your own risk.
7. Clipsal 500 does not represent or warrant that its social media or any of the material on its social media will operate for any minimum period of time, will be free of computer viruses, or have any particular audience, availability, service levels or other characteristics.
8. Nothing in these terms limits or excludes any non-excludable rights you may have or non-excludable terms that may be implied under State or Commonwealth laws including the Trade Practices Act 1974 (Cth). These terms will be construed subject to those non-excludable rights and terms.

General

1. Clipsal 500 may vary these terms from time to time. You should check for variations periodically.

2. These terms apply to Clipsal 500's social media. To the maximum extent applicable, Clipsal 500's Web Site and Online Services Terms of Use also apply.
3. These terms will be governed by and construed in accordance with the laws of the state of South Australia.

Definitions

In these terms:

Clipsal 500 is part of the South Australian Motor Sport Board (SAMSB) which is established under the South Australian Motor Sport Act 1984 and appointed by the Governor of SA. When referred to, the terms Clipsal 500 includes its officers, employees, contracts, agencies, related bodies, corporate and contractors.

Clipsal 500's social media includes any social media websites or facilities established, authorised or operated by or on behalf of Clipsal 500, including online forums created within Facebook or Twitter, blogs, apps, emulators, simulators, and online polls.