



Terms and Conditions

The peninsulapub.org website and all its mobile versions and applications ("Services") is a hosted Services operated by Newsuite Pty Ltd trading as Peninsula Virtual Pub ("PeninsulaPub"). Any use of the Services is subject to the following Terms and Conditions of Use ("Terms and Conditions"), as well as to PeninsulaPub's Privacy Policy at <http://www.peninsulapub.org/privacy.pdf>, all of which are incorporated by reference into these Terms and Conditions.

Peninsula Pub recommends that if you are under 18, you should have a parent or carer read through these terms with you. These are rules, and you must fully understand them. Your use of the Services will show your acceptance of these terms and conditions.

1. Suitability. Use of the Services is void where prohibited. The Services is for users of all ages. For children under 13, Peninsula Pub recommends parental consent. By using the Services, you represent and certify that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) your use of the Services does not violate any applicable law or regulation.
2. Your Peninsula Pub Account and Data. If you create an account on the Services, you are responsible for maintaining the security of your account and data, and you are fully responsible for all activities that occur under the account. You must immediately notify Peninsula Pub of any unauthorized uses of your data, your account or any other breaches of security. Peninsula Pub will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions. Peninsula Pub may from time to time set storage limits for your data, or take any other measures Peninsula Pub considers appropriate to manage the Services. Peninsula Pub may also from time to time change its policies on offering commercial content or displaying advertising, and it may do this without notice.
3. Prohibited Content and Activities, and Responsibility of Contributors. If you submit created quizzes, post material to the Services, post links on the Services, or otherwise make material available by means of the Services (any such material, "Content"), you are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, computer software or any other format in which Peninsula Pub stores data. The purpose of the Services is learning, and users are asked to post only educational related Content.

The following are examples of the kind of Content that is illegal or prohibited to post on or through the Services. Peninsula Pub reserves the right to investigate and take appropriate legal action against anyone who, in Peninsula Pub's sole discretion, violates this provision, including without limitation, removing the offending Content from the Services and terminating the accounts of such violators. Prohibited Content includes, but is not limited to, Content that, in the sole discretion of Peninsula Pub :

- is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any class or individual;
- harasses or advocates harassment of another person;
- exploits people in a sexual or violent manner;



- contains anything sexually suggestive, excessive violence, or offensive subject matter;
 - solicits personal information from anyone under 18;
 - publicly posts information that poses or creates a privacy or security risk to any person;
 - includes information about another person that you have posted without that person's consent;
 - violates the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person.
 - constitutes or promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
 - constitutes or promotes an illegal or unauthorized copy of another person's copyrighted work;
 - solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
 - involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, or "spamming";
 - furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
 - Involves commercial activities and/or sales without prior written consent from Peninsula Pub such as contests, sweepstakes, barter, advertising, or pyramid schemes.
1. The following are examples of the kind of activity that is illegal or prohibited on the Services. Peninsula Pub reserves the right to investigate and take appropriate legal action against anyone who, in Peninsula Pub 's sole discretion, violates this provision, including without limitation, reporting you to law enforcement authorities. Prohibited activity includes, but is not limited to:
- criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
 - circumventing or modifying, attempting to circumvent or modify, or
 - encouraging or assisting any other person in circumventing or modifying any security technology or software that is part of the Services;
 - impersonating or attempting to impersonate another user, person or entity;
 - using the account, username, or password of another user at any time or disclosing your password to any third party or permitting any third party to access your account;



- using any information obtained from the Services in order to harass, abuse, or harm another person or entity, or attempting to do the same;
 - activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of or access to a computer or a computer network;
 - any automated use of the system, such as, but not limited to, using scripts to create or post Content;
 - interfering with, disrupting, or creating an undue burden on the Services or the networks connected to the Services;
 - displaying an unauthorized commercial advertisement on the Services, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity through the unauthorized or impermissible use of the Services on behalf of that person; or
 - using the Services in a manner inconsistent with any and all applicable laws and regulations.
 - reproduces, duplicates, copies, sells, trades, resells, or exploits for any commercial purposes, any portion or use of, or access to, the Content and/or Services offered throughout this Services (unless you have been specifically allowed to do so in a separate agreement).
2. By making Content available, you represent and warrant that:
- the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
 - if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
 - you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
 - the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
 - the Content is not spam, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);



- the Content is not obscene or libelous, and does not violate the privacy or publicity rights of any third party; and
 - you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Peninsula Pub or otherwise.
3. By submitting Content to Peninsula Pub for inclusion on the Services, for example posting a quiz, you grant Peninsula Pub a world-wide, perpetual, royalty-free license (with right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such Content in any and all media or distribution methods (now or later developed).

Such additional uses by Peninsula Pub, or other companies or individuals who partner with Peninsula Pub, may be made with no compensation paid to you with respect to the Content that you submit, post, or otherwise make available through the Services.

4. Responsibility of Services Visitors. Peninsula Pub has not reviewed, and cannot review, all of the material posted to the Services, and cannot therefore be responsible for that material's content, use or effects. By operating the Services, Peninsula Pub does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Services may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Services may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Peninsula Pub disclaims any responsibility for any harm resulting from the use by visitors of the Services, or from any downloading by those visitors of content there posted.
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6. Copyright Infringement. As Peninsula Pub asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by Peninsula Pub violates your copyright, you are encouraged to notify Peninsula Pub in accordance with Peninsula Pub's Digital Millennium Copyright



Act ("DMCA") Policy. Peninsula Pub will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of Peninsula Pub or others, Peninsula Pub may, in its discretion, terminate or deny access to and use of the Services. In the case of such termination, Peninsula Pub will have no obligation to provide a refund of any amounts previously paid to Peninsula Pub .

7. Trademarks. Peninsula Pub, Peninsula Pub Quiz.org, the Peninsula Pub logo, and all other trademarks, Services marks, graphics and logos used in connection with Peninsula Pub , or the Services are trademarks or registered trademarks of Peninsula Pub or Peninsula Pub 's licensors. Other trademarks, Services marks, graphics and logos used in connection with the Services may be the trademarks of other third parties. Your use of the Services grants you no right or license to reproduce or otherwise use any Peninsula Pub or third-party trademarks.
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9. Limitation of warranties of Peninsula Pub, its suppliers and its licensors. Except as otherwise expressly stated, all content posted to or available from the Services is provided "as is", and Peninsula Pub , its suppliers and its licensors make no representations or warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, title or non-infringement of proprietary rights. You understand and agree that you download from, or otherwise obtain content or Services through, the Services at your own discretion and risk, and that Peninsula Pub , its suppliers and its licensors will have no liability or responsibility for any damage to your computer system or data that results from the download or use of such content or Services. Some jurisdictions may not allow the exclusion of implied warranties, so some of the above may not apply to you.
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11. General Representation and Warranty. You represent and warrant that your use of the Services will be in accordance with the Peninsula Pub 's Privacy Policy at <http://www.peninsulapub.org/privacy.pdf>, with these Terms and Conditions, with any applicable laws and regulations, including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from Australia or the country in which you reside, and with any other applicable policy or terms and conditions.
12. Indemnification. You agree to defend, indemnify and hold harmless Peninsula Pub, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Services, including but not limited to out of your violation of any representation or warranty contained in these Terms and Conditions.

Miscellaneous.

These Terms and Conditions constitute the entire agreement between Peninsula Pub and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Peninsula Pub , or by the posting by Peninsula Pub of a revised version. Except to the extent applicable law, if any, provides otherwise, these Terms and Conditions, any access to or use of the Services will be governed by the laws of Victoria Australian, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the State and Commonwealth courts located in Melbourne Victoria. If any part of these Terms and Conditions is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of these Terms and Conditions or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under these Terms and Conditions to any party that consents to, and agrees to be bound by, its terms; Peninsula Pub may assign its rights under these Terms and Conditions without condition. These Terms and Conditions will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

Copyright Infringement Notification

1. Peninsula Pub is committed to protecting the intellectual property of third parties.

To file a copyright infringement notification with us, send a written communication that includes the following per Section 512(c)(3) of the Digital Millennium Copyright Act:

- a) A physical or electronic signature of the copyright owner or a person authorized to act on their behalf.
- b) Identification of the copyrighted work claimed to have been infringed.



- c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material. Providing URLs in the body of an email is the best way to help us locate content quickly.
- d) Your name, address, telephone number and email address; and
- e) A statement by you:
 - i. that you believe in good faith that the use of the content that you claim to infringe your copyright is not authorized by law, or by the copyright owner or such owner's agent; and
 - ii. under penalty of perjury, that all of the information contained in your Infringement Notice is accurate, and that you are either the copyright owner or a person authorized to act on their behalf.

Infringement Notices should be sent to the following:

By mail:

DMCA Notice
Newsuite Pty Ltd trading as Peninsula Pub
PO Box 565
Mornington Victoria Australia 3931

By email: thepublican@PeninsulaPub.org

Terms Developed by: Customer Services 28 March 2020
Approved by: Management Services 1 April 2020
Review Date: 1st July 2020

Terms and Conditions for Entry and Prize Presentation

Peninsula Pub Competitions Giveaways

General

1. The Promoter is Newsuite Pty Ltd trading as Peninsula Pub (ABN 56 838 105 775) of PO Box 565, Mornington Vic 3931. Email thepublican@peninsulapub.org
2. Information on how to enter and prizes form part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.



3. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.

Who can enter?

4. Entry is open to all Australian Residents over the age of 18 except employees and immediate families of the Promoter and their associated companies and agencies. Immediate family includes the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin.
5. Entrants must be 18 years of age or older as at the date of entry in order to be eligible to enter the competition.
6. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

When to enter

7. Competitions commence on April 2020 and run when advertised on a weekly basis through until July 2020. Entries must be received by the Promoter prior to the individual competition close dates and times.
8. The time of entry will in each case be the time the online entry is received by the Promoter's database, not at the time of transmission by the entrant.
9. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.

How to enter

10. Entrants may enter the competition by completing the competition entry form on the promotional website www.PeninsulaPub.org. The cost of accessing the promotional website, will be dependent on the entrant's individual Internet Service Provider.
11. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Terms and Conditions. For the purposes of these content requirements, "entry content" includes any content (including text) that entrants submit in connection with their entry into the Promotion.
12. Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to a disability.



13. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited, to entrants and households using multiple email addresses.

Number of Entries permitted

14. Only one entry per entrant will be permitted in each individual competition draw.

Draw and Notification of winner

15. The winner of each individual competition will be the entrant that has the highest number of exact answers to the puzzles submitted each week.
16. In the event of a number of entrants having the same amount of exact correct answers, all the leading entrants will be added to a random draw from which a single prize winner will be drawn.
17. Valid entries submitted in accordance with these Terms and Conditions will be computer matched with the answers provided by Peninsula Pub.
18. All leading entrants with the same number of correct entries will be placed in the tie breaker draw that is drawn by Peninsula Pub representative by random electronic draw using 3rd party random draw software "Club Raffle 3" (See Privacy Policy for pragmatic-apps at <https://pragmatic-apps.com/privacy-policy>).
19. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
20. The winner will be notified by email within 24 hours of the draw.
21. The prize will be awarded to the person named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. Internet Service Provider account holder).
22. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

Prize on offer

22. Total individual prizes are calculated at the sole discretion of Peninsula Pub . The allocation is based on 50% of the net profit for the individual and 50% of the net profit for the nominated charity. Winners will receive prize they have entered for which will be described on the entry of via website subscription.



23. Entrants need to enter each individual competition as they are advertised. Entry into one specific competition does not entitle the entrant to be automatically entered into every competition advertised.
24. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
25. The prize to be transferred or redeemed for cash to the winner's nominated PAYPAL account. Peninsula Pub will not ask for nor should an entrant provide bank account details under any circumstance.
26. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
27. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
28. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs to any media or other organisation, including the internet. Photographs will be allowed only at the discretion of the Promoter.
29. The prize must be taken and accepted before any advertised date in the case of an actual event. The prize cannot be changed once the event date has expired. In the instance a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.

Further Terms and Conditions

30. Subject to complying with all relevant State and Territory legislation, the Promoter reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of the competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
31. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
32. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.



33. If an entrant uses any form of software or third party application to enter multiple times (including scripting software), organises for a third party to enter on their behalf in breach of these terms and conditions or enters using incorrect contact details, his or her entry will be deemed invalid. If such an entrant wins a prize, the entrant must immediately return the prize to the Promoter. The Promoter has sole discretion to determine whether an entrant has breached this clause. The Promoter reserves the right to request whatever documentation it deems necessary to confirm whether an entrant has breached this clause. Entrants must provide whatever documents the Promoter requires upon request.
34. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
35. The Promoter reserves the right to redraw the prize if an entrant who claims to be a prize winner is unable to satisfy these terms and conditions.

Copyright, Statutory guarantees, Waiver and liability

36. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with Peninsula Pub or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
37. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
38. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the prize except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.



39. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
40. All entries become the property of the Promoter. The Promoter collects personal information about you for the purposes of conducting this promotion. Any disclosure of such information will be made as required by law and in accordance with these terms and conditions but no further use of this information will be made without prior consent.
41. All entries become the property of The Promoter. All entries will be entered into a database and The Promoter may use the entrant's names and email address for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By entering this competition, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.
42. The Promoter collects information about you, including for example your name and email address which you provide when entering the competition. We collect and use that information to provide you with our goods and services and to promote and improve our goods and services. We may share your information with our related companies and any of us may be in contact for those purposes. We may also use your information as described when we collect information from you. If you do not provide us with requested information we may not be able to provide you with prizes. We may disclose your information to our related companies, service and content providers. Where you have entered a competition, we may disclose your personal information to authorities if you are a prize winner or otherwise as required by law. To request access to, or to update, personal information the Promoter holds about you, entrants can contact the office of the Promoter at thepublican@peninsulapub.org or in writing to PO Box 565, Mornington Victoria Australia 3931