

WEBSITE TERMS AND CONDITIONS

This website is owned and operated by Stuart Keith Henry (ABN: 75 239 046 163). References in this website to “we”, “us” and “our” refer to Stuart Keith Henry.

These Website Terms and Conditions (“**Website T&Cs**”) set out how you are able to:

- (i) use our website;
- (ii) access content available on our website including (but not limited to) vlogs, podcasts, interviews, books, magazines, videos, photographs or artwork (“**Content**”); and
- (iii) purchase or use any of the products and services available through our website, including (but not limited to) online courses, prints, books, magazines, educational materials or merchandise (“**Products**”).

We hope that you find them useful and would be delighted to answer any questions you have about them. We can be contacted at shoofilmsubmissions@gmail.com.

By accessing or using our website, you are taken to have agreed to these Website T&Cs and our Privacy Policy (available below). You may also accept and agree to these Website T&Cs and our Privacy Policy by clicking to accept or agree where this option is made available to you on the website.

Please note that we may vary or modify these Website T&Cs from time to time in our absolute discretion. Any changes to the Website T&Cs take immediate effect from the date of their publication. When accessing the website please check for the most up to date Website T&Cs. Before you continue, we recommend you keep a copy of the Website T&Cs for your records.

We give you a licence to use our website

So that you can use our website, our Content and our Products, we grant you a limited, non-exclusive, non-transferrable and revocable licence to use our website in accordance with these Website T&Cs. All other uses of our website are prohibited without our express written permission.

... but you can't do certain things

To use our website, our Content and our Products, we expect you to abide by a certain standard of behaviour. You must not:

- a) use our website or purchase our Products if you are not of legal age to form a binding contract with us;
- b) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- c) use our website, our Content or our Products in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- d) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- e) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent; and
- f) without our prior consent, use data collected from our website, our Content or our Products for any direct marketing activity (including without limitation email marketing, SMS marketing and direct mailing).

Intellectual property

Unless we indicate otherwise, please note that we own or licence all rights, title and interest (including intellectual property rights) in our website, our Content and our Products. Your use of our website, our Content or our Products does not grant or transfer to you any rights, title or interest in relation to our website, our Content or our Products.

You may not, without our prior written permission, broadcast, republish, upload to a third party, transmit, post, distribute or play in public, adapt or change in any way our website, our Content or our Products for any purpose, unless otherwise provided by these Website T&Cs. This prohibition does not extend to materials on the website which are freely available for re-use or are in the public domain.

You are prohibited from using our website, our Content or our Products in any way that competes with our business.

You may be required to register before you purchase any of our Products

In order to purchase some of our Products (such as our online courses) or access certain Content available on the website, you may be required to register as a user of the website. As part of the registration process, you may be required to provide personal information about yourself such as your full name and email address. Please note that the collection and use of this information is governed by our Privacy Policy.

You warrant that any information you give to us in the course of completing the registration process will always be accurate, correct and up to date.

Once you have completed the registration process, you will be a registered member of the website ("**Member**") and agree to be bound by all applicable provisions of these Website T&Cs.

Your obligations as a Member

As a Member, you agree to comply with the following:

- a) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of your membership; and
- b) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify us of any unauthorized use of your password or email address or any breach of security of which you have become aware.

Subject to local applicable laws, we reserve the right to discontinue or cancel your membership at any time.

Payment

By purchasing a Product through the website, you agree to pay the purchase price listed on the website for the Product (the "**Purchase Price**").

All payments made in connection with our website, our Content or our Products are to be made via credit card, direct debit, PayPal or another payment method approved by us and made available through our website.

In making any payment in connection with our website, our Content or our Products, you warrant that you have read, understood and agree to be bound by these Website T&Cs and our Privacy Policy (available below).

You acknowledge and agree that where a request for payment is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges associated with the non-payment.

Refunds and returns

Following payment of the Purchase Price being confirmed by us, you will be issued with a receipt to confirm that the payment has been received and we may record your purchase details for future use.

We may, at our sole discretion, provide a refund on the return of the physical Products (such as books or magazines) within 14 days where the Product has not been used and remains in a saleable condition. You acknowledge and agree that you are liable for any postage and shipping costs associated with any refund or return pursuant to this clause.

Warranty

Our Product's come with guarantees that cannot be excluded under the Australian Consumer Law which is set out in Schedule 2 of the *Competition and Consumer Act 2010*. You are entitled to a replacement or refund for a major failure of the Product and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have any physical Products repaired or replaced if those Products fail to be of acceptable quality and the failure does not amount to a major failure (the "**Warranty**").

The Warranty under this provision does not apply to any appearance of the physical Products nor to any supplied Products where the exterior of which has been damaged or defaced, which has been subjected to misuse, abnormal service or handling, or which has been altered or modified in design or construction.

Testimonials

We love to hear from you! If you provide us with a testimonial or review, you permit us to post or otherwise transmit the testimonial or review on our social media or other online channels. Of course, you can email us at shootfilmsubmissions@gmail.com [would like a testimonial removed](#).

General disclaimer

You acknowledge that we do not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Products other than provided pursuant to these Website T&Cs.

We will make every effort to ensure a physical Product is accurately depicted on the website. However, you acknowledge that sizes, colours and packaging of physical Products may differ from what is displayed on the website.

Of course, nothing in these Website T&Cs limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

Subject to the above, and to the extent permitted by law:

- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Website T&Cs are excluded; and
- (b) we will not be liable for any special, indirect or consequential loss or damages (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable consumer guarantee under the Australian Consumer Law), loss of profit or opportunity, or damage to goodwill arising out of or in connection with our website, our Content or our Products, including as a result of not being able to use the Content, Products or the late supply of the Content or Products, whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

Use of the website, our Content and our Products is at your own risk. Everything on the website (including our Content and our Products) are provided to you "as is" and "as available" without

warranty or condition of any kind. Neither we, nor any of our affiliates, directors, officers, employees, agents, contributors and licensors make any express or implied representation or warranty about our website or the Content or Products referred to on the website.

Our liability is limited

To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, un-ascertained, future or contingent ("**Liability**") suffered by you or any third party, arising from or in connection with your use of our website, our Content or our Products and/or any inaccessibility of, interruption to or outage of our website and/or any loss or corruption of data and/or the fact that our website or our Content is incorrect, incomplete or out-of-date.

Our right to be indemnified

To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with your use of our website, our Content or our Products, or any breach of these Website T&Cs or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Website T&Cs, and continues after these Website T&Cs end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Website T&Cs.

Termination

The Website T&Cs will continue to apply until terminated by either you or by us, as set out below.

If you want to terminate these Website T&Cs, you may do so by:

- (a) providing us with 10 days' notice of your intention to terminate; and
- (b) closing your accounts connected with our website, our Content or our Products, where we have made this option available to you.

Your notice should be sent, in writing, to **shootfilmsubmissions@gmail.com**.

We may at any time, terminate these Website T&Cs with you, if:

- (a) you have breached any provision of the Website T&Cs or intend to breach any provision;
- (b) we are required to do so by law; or
- (c) the provision of the Content or our Products to you by us is, in our opinion, no longer commercially viable.

Subject to local applicable laws, we may suspend or deny, in our sole discretion, your access to all or any portion of the website, our Content or our Products without notice if you breach any provision of these Website T&Cs or any applicable law or if your conduct impacts our name or reputation or violates the rights of another party.

Jurisdiction and governing law

Use of our website, our Content and our Products, and these Website T&Cs are governed by the laws of New South Wales. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

If you access our website and you are based overseas, we do not represent that our website complies with the laws (including intellectual property laws) of the country in which you reside (if you reside outside Australia).

Independent legal advice

Both parties confirm and declare that the provisions of these Website T&Cs are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice declare that the Website T&Cs are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

Severance

If any part of these Website T&Cs are found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Website T&Cs shall remain in force.

If you have any questions about these Website T&Cs, we would be delighted to discuss them with you. You can contact us at shootfilmsubmissions@gmail.com.