

## Myer Sites Terms of Use

### 1. Introduction

The conditions of use of Myer websites and Apps (**Sites**) include these terms, the Online Shopping Terms and Conditions, our Privacy Policy, and any other terms and conditions that appear in or are linked to or from the Sites (**Terms**). These Terms govern your use of, and access to, the Sites.

### 2. Content

- a. The Sites and their content are subject to copyright, and other intellectual property rights. These rights are owned by Myer Pty Ltd (ABN 83 004 143 239), or in the case of some material, a third party.
- b. You must not otherwise reproduce, transmit (including broadcast), communicate, adapt, distribute, sell, modify or publish or otherwise use any of the material on a Site, including audio and video excerpts, except as permitted by statute or with our prior consent.
- c. Our Sites include registered trade marks, and other marks that are otherwise protected by law. You may not use our trade marks without our consent.
- d. The Sites may contain links to third party sites. The links are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement by us of the sites or the information, products or services provided at those sites. You access those sites and use the information, products and services made available at those sites at your own risk.
- e. Many of the products and services offered for sale or advertised and much of the information provided via the Sites are the products, services and information of third parties. These third party products, services and information are not necessarily provided or shipped by Myer. Further, we may receive fees or commissions from third parties for products or services displayed or made available on the Sites or accessible through a link on the Sites. You acknowledge and consent to us receiving such fees.
- f. For Media enquiries, please see: <http://www.myer.com.au/learn-about-us/media/>

### 3. Use of the Sites

You must not:

- a. use the Sites (including any of Myer's social media sites) for any activities, or post or transmit to or via the Sites any information or materials, which:
  - i. breaches any laws or regulations, infringes a third party's rights or privacy, or which are contrary to any applicable standards or codes
  - ii. interferes with other users, or defames, harasses, threatens, bullies, or offends any person, or which inhibits any other user from using the Sites
  - iii. is obscene, indecent, discriminatory, inflammatory or pornographic or which could give rise to civil or criminal proceedings;
- b. use the Sites to send unsolicited commercial or bulk electronic messages;
- c. make any fraudulent or speculative enquiries, reservations or requests using the Sites;
- d. provide false information when registering or changing your registration details;
- e. tamper with, hinder the operation of or make unauthorised modifications to the Sites
- f. knowingly transmit any virus or other disabling feature to or via the Sites; or
- g. attempt any of the above acts or permit another person to do any of the above acts.

### 4. Social media

- a. Myer uses a number of social media sites (eg Twitter, YouTube, Facebook, Instagram and Pinterest); but these may change over time. We reserve the right to cease any such sites in our discretion. Our own Sites may also include social media functions, including user reviews, ratings, forums, and the ability to interact with other users.
- b. Third party social media sites will also be governed by their own particular terms of use.

- c. Myer does not necessarily endorse, support, sanction, encourage, verify or agree with any comments, opinions or statements posted by any users or members on Sites or Myer's social media sites. Any information or material placed online by users, including advice or opinions, is the view and responsibility of those users and does not necessarily represent our views.
- d. Users must not post or upload any comment, content or link to the Sites or Myer's social media sites which does not comply with these Terms, including if it is defamatory, harassing, bullying, indecent or inflammatory.
- e. Myer may moderate user-posted content and may remove any content that, in Myer's opinion, is inappropriate. While we review content regularly, there may be times when inappropriate or content is viewable before it can be removed.
- f. Myer does not undertake to inform users when such content has been moderated or removed. Myer may provide warnings, or otherwise block or suspend users or their accounts in our sole discretion.
- g. Where you post or submit content to a Site, you warrant that you:
- i. have the permission of the person/s appearing in the content to submit it to the Site, and for them and their image or likeness to be subject to these Terms, including use by Myer and Myer's Privacy Policy;
  - ii. have the right to submit the content (including copyright); the content is your own original creation; and that you unconditionally and irrevocably consent to any act or omission which might infringe any moral rights you may have in the content (as defined in the Copyright Act 1968 (Cth));
- h. Myer may copy, reproduce, publish, display, alter, or distort user submitted content, and use it for any purpose, (including without limitation, any future promotions or campaigns involving Myer) at any time in the future, and via any media;
- i. Myer does not accept any responsibility or liability where content is downloaded from the Sites, nor in relation to any matters after such download. Third parties may comment on, link to, re-post, or otherwise deal with the user submitted content once it is submitted, and Myer does not accept any liability for such actions; and
- j. any personal information you provide about yourself, or the person/s appearing in user submitted content, may be used by Myer to conduct campaigns, research and marketing activities (including informing you about special offers from Myer, and to become part of databases maintained by Myer or its associated entities), and otherwise be used in accordance with Myer's Privacy Policy.

## **5. Privacy**

See the Myer Privacy Policy at: <http://www.myer.com.au/general/privacy-policy/>.

## **6. Cookies**

Cookies are small pieces of information captured when your device is used to access online content. Myer's Privacy Policy outlines how we use cookies. If you disable cookies on your browser or device, you may not be able to fully experience all features of the Sites.

## **7. Liability**

- a. Myer makes no representations or warranties of any kind, express or implied as to the operation of our Sites or the information, content, materials or products included on our Sites, except as otherwise provided under applicable laws.
- b. Neither Myer, nor its affiliates, directors, officers, employees, agents, contractors, successors or assigns will be liable for any damages arising out of, or in relation to, the use of our Sites or sites linked to our Sites. This limitation applies to direct, indirect, consequential, special, punitive or other damages suffers, as well as damages for loss of profits, business interruption or the loss of data or information.

- c. You assume all risk of use of all features of a Site. You release Myer of all responsibility for any consequences of their use.
- d. By continuing to access our Sites you agree that your access to, and use of, them is subject to these terms and all applicable laws, and is at your own risk.
- e. Our Sites and their contents are provided to you on "as is" basis; our Sites may contain errors and inaccuracies and may not be complete or current. We cannot guarantee our Sites will always be available or fault- or virus- free.

#### **8. Updates and termination**

- a. Myer may vary these Terms at any time. By continuing to use the Sites you consent to any variations. It is your responsibility to regularly check these Terms for any variations.
- b. At any time, we may, in our sole discretion, suspend or terminate the access to the Sites for any user without notice for any reason, including but not limited to a breach of these Terms. Suspension or termination shall not affect either party's rights or liabilities.
- c. Myer may disclose any information we may have about a user in relation to an investigation or allegation that your use of the Sites breaches these Terms, or any applicable laws.
- d. Myer may identify or bring legal action against any person who is or may be breaching these Terms, including obtaining injunctive relief.

#### **9. Jurisdiction**

- a. These Terms and the Sites are governed by and construed in accordance with the State of Victoria, Australia. If a dispute arises from these Terms, you agree to submit to the non-exclusive jurisdiction of the courts of Victoria, Australia, except in relation to application for any injunctive relief sought by Myer.
- b. The Sites may be accessed in Australia and overseas. We make no representations that the Sites comply with the laws (including intellectual property laws) of any country outside Australia. If you access the Sites from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the Sites.