

## **Conditions governing access to and use of the online memorial**

### **Scope of these conditions**

These conditions apply to all use of the site, including your use of sections of the site which are subject to additional specific conditions. You must read and agree to these conditions before making any other use of the site. By making any use of the site, you agree to be bound by these conditions.

### **Right to use the site**

You may only use the site for personal, non-commercial purposes. You may not use the site for the purposes of promoting any products or services.

### **Copyright & limited right to use materials**

The Centennial Park Cemetery Authority own and retain the copyright and other intellectual property rights in the materials found on the site.

Unless otherwise expressly stipulated by Centennial Park Cemetery Authority, you may only use the site for your personal, non-commercial use, and may only print or make an electronic copy of material available on the site for that purpose. You must not on-supply or distribute the copyrighted material made available on the site to any other person without our consent. You must ensure that all copyright notices are retained in any material copied from the site. Subject to this limited right to use materials, you must not use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit or distribute any materials from the site in whole or in part without prior written permission by Centennial Park Cemetery Authority.

### **Materials submitted by you to the site**

You represent and warrant that you own copyright in any material you submit to the site, and that the reproduction and use by Centennial Park Cemetery Authority of that material on the site will not breach the intellectual property or moral rights of any third party.

You grant Centennial Park Cemetery Authority a perpetual, irrevocable, royalty free licence to exploit the intellectual property rights in any material you submit to the site, which may be assigned or sub-licensed in Centennial Park Cemetery Authority absolute discretion.

### **Third party content**

Centennial Park Cemetery Authority does not monitor and accepts no liability for third party material. Third party material is the responsibility of person(s) who contribute it.

Centennial Park Cemetery Authority takes no responsibility for the accuracy, adequacy, currency, suitability, completeness, legality, reliability or usefulness of any third party material or of the identity, knowledge or qualifications of any third party contributor. Your access to and reliance on third party content is entirely at your own risk.



## **Links to third party web sites**

Centennial Park Cemetery Authority does not review or monitor any linked third party web sites. Any links to third party websites from the site are provided solely as a convenience to you. Centennial Park Cemetery Authority takes no responsibility for the material available on any linked third party websites or any broken or redirected links.

The presence of such links should not be taken to imply any type of association, sponsorship, endorsement, monitoring, approval of, or responsibility for, the linked third party website or its material.

It is your responsibility to evaluate the material available on other websites.

## **Inappropriate content**

Views, opinions or material contained on the site are not necessarily the views, opinions or material of Centennial Park. You irrevocably release the indemnified persons for any liability for defamatory, offensive, illegal or inappropriate content available on the site or accessed from the site.

You must not email, post or submit any defamatory, offensive, illegal or inappropriate material or any material containing a virus, worm, Trojan horse or other code that manifests contaminating or destructive properties.

**Cemetery Authority reserves the right to remove any material contributed to the site for any reason whatsoever.**

## **Severance**

If any provision of these conditions is unlawful, void or for any reason unenforceable, then that provision shall be deemed severed from these conditions and shall not affect the validity and enforceability of any remaining provisions.

## **Changes to site content and access rights**

Centennial Park Cemetery Authority may modify the content, nature or accessibility of the site as and when it sees fit. These conditions will continue to apply even if you cease to be permitted or able to use the site.

## **Revision of these conditions**

Centennial Park Cemetery Authority may revise these conditions at any time by updating this web page. You are bound by such revisions and should therefore regularly revisit this page to review the then current conditions by which you are bound. Your continued use of the site after a revision of these conditions evidences your acceptance of that revision.