

JOLLYPEOPLE WEBSITE TERMS & CONDITIONS

Please take some time to read the following terms and conditions applicable to the use of products and services provided on our site.

The following terms and conditions govern the use of the JollyPeople website and constitute the entire agreement between Jolly People Community Services Ltd (ACN 146 920 354) (“**JollyPeople**”) and persons accepting those terms and conditions. By browsing the site, submitting an event or commenting on an event, you agree to be bound by the conditions listed below as amended from time to time.

GENERAL DISCLAIMER

JollyPeople is not responsible for any direct, indirect, incidental, consequential or any other damages or liability howsoever arising or wheresoever situated out of or in connection with the use of this website or in reliance on the information available on this site. This includes any personal injury, business interruption, loss of use, lost data, lost profits, or any other pecuniary loss, whether in an action of contract, negligence, or other tortious action.

NO ENDORSEMENTS OR GUARANTEES OF SITES OR SERVICES WE LINK TO, OR THAT LINK TO US

JollyPeople does not endorse, support, sanction, or verify the information or material that is provided on this site or linked to this site. Unless otherwise specifically indicated, JollyPeople has no affiliation with any of the persons or organisations mentioned or described on the website, and it makes no representations or warranties with regard to those organisations. Nor does JollyPeople endorse or affiliate itself with any of the organisations, which are linked to or from this Web site.

JollyPeople has provided links and pointers to Internet sites maintained by third parties. These linked sites are not under the control of JollyPeople and as such we cannot be responsible for the contents (including the accuracy, legality or decency) of any linked site or any link contained in a linked site. JollyPeople is providing these links to you as a convenience, and the inclusion of any link does not imply endorsement by JollyPeople. JollyPeople is not responsible for the copyright compliance of any linked site.

SUBMISSION OF EVENTS, RESPONSE AND COMMENTS DISCLAIMER

All events submitted are subject to these Website Terms and Conditions and the [Submission of Events Terms and Conditions](#).

All Events submitted are subject to acceptance and or modification by JollyPeople at its sole discretion. JollyPeople reserves the right to review Event submissions and Comments prior to publication and to withdraw without notice any Event or Comment that may in JollyPeople’s view, at its sole discretion, to be in breach of any clause of these Terms and Conditions or of any law or regulation.

JollyPeople reserves the right to, in its absolute discretion, reject or remove any Event or Comment from this website for any reason.

YOUR CONDUCT IN PUBLIC AREAS OF THE SITE

JollyPeople provides for feedback and interaction between users. As a condition of your use of this facility, you agree that you will not:

- (a) post or transmit any unlawful, threatening, abusive, defamatory, obscene or indecent information or material of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law;
- (b) post or transmit any material of any kind which violates or infringes upon the rights of any other person, including material which is an invasion of any privacy or publicity rights or which is protected by copyright, trade mark or any other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or relevant right holder;
- (c) post or transmit any material of any kind which contains a virus or other harmful component
- (d) post, transmit or in any way exploit any material of any kind for commercial purposes, or which contains any promotional material or advertising.

JollyPeople reserves the right, in its absolute discretion to monitor, reject, remove, or edit any Comment from this website.

ADVICE AND INFORMATION

Any advice and information contained within this website is of a general nature and is not intended to constitute or replace professional advice for individual or specific conditions. While we make every effort to ensure that the information contained within this website is correct, we take no responsibility for any loss or damage arising from its use.

LINKS TO OTHER SITES

JollyPeople maintains links to other web sites but makes no representations as to the accuracy of the material therein, and is not responsible for the content and conduct of these sites.

TRADEMARKS

JollyPeople® is a registered service/trademark of JollyPeople. All other trade marks referred to on this website are service/trademarks of their respective owners.

APPLICABLE LAW AND JURISDICTION

JollyPeople (www.jollypeople.com) is created and controlled in Victoria, Australia and is subject to the laws the State of Victoria and the Commonwealth of Australia. By using this site you submit to the jurisdiction of the courts of Victoria and Australia.

CAPACITY TO CONTRACT

Events can only be submitted to this website by legally registered not-for-profit organisations, and by persons with capacity to contract on behalf of legally registered not-for-profit organisations, who are over the age of 18.

REVIEW OF TERMS

These terms and conditions are subject to change from time to time without notice.

QUESTIONS

If you have questions or suggestions please contact us on:

- Email: solutions@jollypeople.com

SUBMISSION OF EVENT TERMS & CONDITIONS

These Terms and Conditions are to be read in conjunction of the [Website Terms and Conditions](#).

- (a) Events - It is the responsibility of advertisers of or parties submitting Events on the website to ensure they comply with the *Human Rights and Equal Opportunity Commission Act 1986* (Cth) and any other anti-discrimination legislation applicable in the state, territory or country in which they conduct business.
- (b) Jolly People Community Services Ltd (ACN 146 920 354) (“**JollyPeople**”) will not accept advertisements that appear to be contrary to any law.
- (c) The advertiser indemnifies JollyPeople against all claims, actions, suits, liabilities, costs and expenses incurred on any account by JollyPeople as a result of the listing, intended listing or omission in respect of any advertisement by that advertiser on www.jollypeople.com.
- (d) JollyPeople accepts no responsibility or liability for any errors in any advertisements and require that advertisers check their advertisements for errors as soon as they are placed on the site. JollyPeople will of course make every effort to remedy any errors in a timely manner.
- (e) JollyPeople reserves the right to either reject or remove any advertisement from its site(s) for any reason.
- (f) JollyPeople is not liable for any loss or damage incurred by an advertiser as a result of any refusal, failure or delay in listing an advertisement.

JOLLYPEOPLE PRIVACY POLICY

Information Collected and How it is Used

General Information:

- (a) Jolly People Community Services Ltd (ACN 146 920 354) (“**JollyPeople**”) will not sell or disclose your name or email address to third parties without your explicit consent, except as specified in this privacy policy.
- (b) JollyPeople collects personal information when you register to use JollyPeople services. At registration you are asked for your email address and certain other optional information.
- (c) JollyPeople uses information for the following general purposes: products and services provisioning, billing, identification and authentication, services improvement, contact, research, and anonymous reporting. IP addresses are automatically reported by your browser each time you view a web page. Your IP address is stored in JollyPeople’s user registration databases when you register with JollyPeople. IP addresses may be used for various research purposes.

Protecting Your Information

JollyPeople follows generally accepted industry standards to protect the personal information submitted to us, both during transmission and once JollyPeople receives it. While JollyPeople strives to use commercially acceptable means to protect your personal information, JollyPeople cannot guarantee its absolute security and will not be liable for any direct, indirect, incidental, consequential or any other damages howsoever arising out of or in connection with your use of this website and any personal information submitted by you to JollyPeople.

Changes to this Privacy Policy

JollyPeople reserves the right to modify this privacy statement at any time. If JollyPeople makes material changes to this policy you will be notified here or by email, or other places JollyPeople deems appropriate.

Questions

If you have questions or suggestions please contact us on:

- Email: solutions@jollypeople.com