

# FIRST & FÖREVER

A CELEBRATION OF BLAK EXCELLENCE  
LIVE AT HANGING ROCK

Mushroom Live | Terms Of Use



as at Friday 14 October 2022

# 1. GENERAL

1.1 Mushroom Live Pty Ltd ACN 15 646 422 353 ('Mushroom' 'we', 'us', or 'our') operates and maintains the website at [www.firstandforever.com.au](http://www.firstandforever.com.au) and provides the service described in clause 2. The website and service are collectively referred to in these Terms as the "Website".

1.2 These terms and conditions ("Terms") apply to your access and use of the Website. By accessing or using the Website, you agree to these Terms. If you do not agree and accept, without limitation or qualification, these Terms, please exit the Website immediately and refrain from using the Website in the future.

1.3 We may change these Terms at any time by publishing the changed Terms on this website. Changes will not operate retrospectively. Your continued access or use of the Website constitutes your agreement to be bound by the changed Terms.

## **DESCRIPTION OF SERVICE**

2.1 The Website provides information about Mushroom's activities as well as providing access to our authorised ticket seller's website to facilitate the sale of tickets to Mushroom promoted events.

2.2 We expect that the services offered by Mushroom will evolve and may change over time. We may at any time stop, change, suspend or limit the provision of the services (or any features within the services) at our sole discretion.

## **INTELLECTUAL PROPERTY RIGHTS**

3.1 Other than third party trademarks and content, we are the exclusive owner of all rights in and title to the Website and the Website trademarks.

3.2 You must not use any registered or unregistered trademarks, images, photographs or other copyright protected material on the Website without either our prior written permission or the prior written permission of the relevant trademark and copyright owner. Images

of artists which are displayed on the Website are either the property of, or used with permission by the copyright owner. The use of these images by you, or anyone else authorised by you, is prohibited without our express written approval or the copyright owners' approval. Any unauthorised use of the images may violate certain laws, including but not limited to copyright laws and trademark laws.

3.3 You may make a temporary copy of part or all of the Website on your computer for the sole purpose of viewing it. Unless permitted by law, you must not, without our prior written consent, otherwise use, reproduce, adapt, store in a retrieval system, transmit, print, display, perform, publish, broadcast or create derivative works from any copyright protected material on the Website.



## LINKS

4.1 This Website may link to websites at other addresses, including but not limited to the website of the authorised ticket seller for Mushroom's events, social media sites and third-party websites. Unless stated otherwise:

1. we do not control, approve, endorse or sponsor any such websites or their content;
2. we do not have the approval, sponsorship, endorsement or affiliation of any such websites; and
3. we do not provide any warranty or take any responsibility for any aspect of those websites or their content.

4.2 URLs or hyperlinks may appear on the Website. We do not endorse or have any responsibility for any such third party or third-party sites you may visit or be directed to via a URL or hyperlink on the Website.

In no event shall we assume or have any responsibility or liability to you for any third party obtaining or collecting personal information from you.

We recommend that you read third party websites' terms of use and privacy policy before using the third party's website.

## ADVERTISING AND PROMOTIONS

5.1 You may have contact with third parties such as our authorised ticket seller advertisers, sponsors, or promotional partners as a result of your use of the Website (“Advertisers”). All such contact, including the purchase of goods and services from Advertisers, is between you and the Advertisers and we are not responsible or liable to you in any way in connection with these activities or transactions.

5.2 You acknowledge that Mushroom its related body corporates and our operational service providers, suppliers and Advertisers may conduct competitions or other promotions via this Website and its social media pages (“Promotions”). These Promotions will be governed by separate terms and conditions, which will apply to those competitions and programs in addition to these Terms.

## **ACCESS AND USE POLICIES**

6.1 We may from time to time publish policies regarding access to and acceptable use of the Website. You must comply with these policies, as amended from time to time.

6.2 Your personal information is handled in accordance with our online privacy policy.

## **DISCLAIMER**

7.1 Your access and use of the Website is at your own risk. The internet is generally not secure and material passing over it may be intercepted, altered or corrupted in storage or transit.

7.2 We do not promise that the Website:

- a) is free from errors;
- b) will operate without interruption; or
- c) is free from anything which may damage your computer or data.

7.3 You should always ensure you have up-to-date antivirus and firewall security in place when using the internet.

7.4 We do not promise that the contents of this Website are complete, accurate, reliable or up to date. We reserve the right to correct errors and make changes to this Website or its contents at any time.

7.5 We may at any time, in our sole discretion and without notice to you, restrict, suspend or limit access to and use of the Website.

7.6 You must indemnify us and our officers, employees and agents, against all claims, demands, damages, costs, expenses (including legal expenses on a full indemnity basis), penalties and liabilities that we or any of them may incur as a direct or indirect consequence of your breach of these Terms or unlawful or negligent act or omission.

## LIMITATION OF LIABILITY

To the maximum extent permitted by law:

a) the Website is provided on an 'as is' basis and we exclude all implied conditions, warranties, guarantees and representations of any kind;

b) we exclude and you release us from all liability to you for any direct, indirect or consequential loss, damage, cost or expense of any kind (however caused or arising, including by negligence) arising from or in any way connected with the Website or your use of the Website

8.2 If you are an Australian consumer, within the meaning of the Australian Consumer Law ('ACL'), the ACL sets out certain consumer rights and remedies that cannot be excluded, restricted or modified. These Terms are subject to the ACL and do exclude, restrict or modify them where it would be unlawful to do so.

## MISCELLANEOUS

9.1 If a provision of these Terms is invalid or unenforceable in a jurisdiction, it is to be read down (to the point of severance) in that jurisdiction and does not affect the validity or enforceability of:

- a) that provision in another jurisdiction; or
- b) the remaining provisions.

9.2 Our failure or delay in enforcing a provision of these Terms does not constitute our agreement to any future breach or a waiver of any of our rights.

9.3 These Terms must not be construed to our disadvantage merely because we were responsible for its preparation.

9.4 Our rights, remedies and powers under these Terms are cumulative and not exclusive of any rights, remedies or powers at law.

## **GOVERNING LAW AND JURISDICTION**

**10.1 This agreement is governed by and is to be construed under the laws of Victoria, Australia.**

**10.2 You irrevocably and unconditionally submit to the jurisdiction of the courts of Victoria, Australia, (and courts hearing appeals from Victorian courts) and waive any claim or objection based on absence of jurisdiction or inconvenient forum.**

## **CONTACT**

**11.1 If you have any questions about these Terms, please contact [info@mushroomgroup.com](mailto:info@mushroomgroup.com)**



mushroom  
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