

CRIKEY! CLUB: SUBSCRIPTION TERMS AND CONDITIONS

These are the terms and conditions (the "Terms and Conditions") for using the CRIKEY! CLUB Service . This Service is provided to you, the user ("you", "your") on acceptance of the terms of this contract. It is a legal agreement and it sets out the rights and obligations of you and CRIKEY! CLUB ("we", "us", "our"). By using the Service you are agreeing to be bound by these Terms and Conditions.

ADDITIONAL DEFINITIONS:

"DEBITSUCCESS" means Debitsuccess Pty Ltd A.C.N. 095 551 581

"Debitsuccess Contract" means the Debitsuccess Direct Debit Request Service Agreement

"Direct Debit Date" means the date when each Crikey! Club Membership Payment is to be deducted in accordance with these Terms and Conditions

"GST" means goods and services tax imposed or to be imposed under the A New Tax System (Goods and Services Tax) Act 1999 (as amended) and any related imposition Acts of the Commonwealth, or any Act in substitute for them

"Member" means the person whose identity is inserted in the applicable section of the Crikey Membership Purchase Pages who is issued with access to the Crikey! Club website

"Membership Agreement" means these Terms and Conditions together with the Membership Purchase Pages, the Membership Entitlements and the Debitsuccess Contract

"Minimum Term" means twelve (12) months from the Start Date

"Monthly Membership Payment" means the amount of money set out in the Membership Purchase Pages [or as amended by us if we subsequently give Notice it has been miscalculated] which shall be inclusive of GST

"Nominated Facility" means the bank account or credit card, the details of which are inserted in the Membership Purchase Pages

"Notice" means communication by email

"Ongoing Direct Debit" means billing of the Nominated Facility

"Ongoing Membership" means Membership where the Crikey! Club Membership Payment is paid by Ongoing Direct Debit

"Our Website" means www.australiazoo.com.au & www.australiazoo.com.au/crikeyclub

"Personal Details" means information about a person provided when that person's identity can be linked to that information

"Personal Information" has the meaning ascribed to it by the Privacy Act 1988

"Purchaser" means the person whose identity is inserted in the applicable section

"Service" means the provision of material, information, articles, publications or resources provided to Crikey! Club members pursuant to the terms of this Agreement.

"Start Date" means the date when the Membership Agreement is deemed to have been entered into as set out in these Terms and Conditions

1. USE OF THE SERVICE & MEMBERSHIP AGREEMENT

Service

As part of this Service we may make available to you certain video and audio footage, photographs, text images, statistics, logos and other content and intellectual property of, its CRIKEY! Club and related companies. All programming and content is in our absolute discretion and we reserve the right to change advertised programming or features at any time. All design, text, graphics, footage, copyright subject matter, brands, logos, trade-marks and other intellectual property, and the selection or arrangement thereof, are the property of Australia Zoo and related companies ("IP"). The IP shall at all times remain the property of Australia Zoo or its related entities and you have no right of use or access to the IP other than as expressly stated in this Membership Agreement. We reserve the right to refuse to accept your registration. You warrant that the information which you provide when you register is true, accurate and complete in all respects. In order to use this Service or access the content, you must at your expense:

(a) obtain access to the World Wide Web and pay any service fees associated with such access; (b) provide all equipment necessary to make and maintain such connection to the World Wide Web, including a computer and modem or other necessary access device; (c) have the required software installed on your computer or other access device ("Software"). Your use of the Software is subject to the terms of the license granted to you by the relevant licensor. We are not providing and are not responsible for the Software, or for any problems caused by the Software, computer hardware or computer operations systems. It is your responsibility to ensure that your computer system has sufficient capability to receive the Service. We will have no liability to you where access to the Service is slow, interrupted or otherwise unsuitable for receiving or viewing content as a result of your computer system. Your right to access the Service is personal to you. You are wholly responsible for your access to the Service by any person using your terminal or point of presence and you are responsible for ensuring that any such person also fully complies with these Terms and Conditions. You agree to access the Service in a manner consistent with any and all applicable laws and regulations. You must not (nor authorize or permit any other party to):

(i) abuse your access to the Service or use it for any unlawful purpose; (ii) access the Service in a way that may cause the software, applications and other equipment used by us to provide this Service (the "System") to be interrupted, damaged, rendered less efficient or impaired; (iii) access, record, copy or use the Service or any content in any manner which violates or infringes the rights of Australia Zoo and its associated companies or of any person, firm or company (including without limitation rights of intellectual property, confidentiality or privacy); (iv) reproduce (other than for your own private viewing in accordance with this agreement and applicable law), modify, distribute or publish the whole or any part of the content of this Service without our prior written permission; (v) sell, assign, transfer or delegate to another person or entity all or any of your rights and obligations in the Service or any part of it; (vi) broadcast, publish, communicate to the public or otherwise distribute or disseminate the Service, any content from the Service, or your access details including username and password to the public or for any commercial purpose.

Service inclusions provided by “us” may include (a) access to the exclusive content posted on www.australiazoo.com.au/crikeyclub (b) Subscription to Crikey! Magazine distributed quarterly via post to the address listed in the Membership Agreement pages (c) VIP seating at the Australia Zoo Wildlife Warrior Show for the account holder and 4 guests subject to availability and pre-booking at Australia Zoo on such terms as we may decide.

Membership Agreement

The Membership Agreement will be deemed to have been entered into when all necessary details in the Membership Purchase Pages have been completed and provided to us, the Debitsuccess Contract has been entered into between the Purchaser and DEBITSUCCESS by the Purchaser ticking (or directing us to) the box in the Membership Purchase Pages authorizing Debitsuccess to debit their nominated account at the nominated financial institution and we have notified either by email or otherwise to the Purchaser of confirmation of receipt and that the Membership has been created.

User License

We grant you a non-exclusive, non-assignable, and non-transferable license to use, view and display, for personal use only, one copy of any material that you may be required to download in order to access the Service, including, but not limited to, any files, codes, audio, or visual images incorporated in or generated by the software (collectively "Downloaded Material") provided, however, that you maintain all intellectual property-related and other notices contained in such Downloaded Material. You must not sublicense, assign, or otherwise transfer this user license, usernames and passwords, or the Downloaded Material. You also agree not to alter, disassemble, decompile, reverse engineer, or otherwise modify the Downloaded Material.

2. PAYMENT

All payments due to us shall be collected by DEBITSUCCESS as our agent in accordance with the terms of the Debitsuccess Contract entered into between the Purchaser and DEBITSUCCESS. Payment to DEBITSUCCESS shall be deemed to be payment to us. Failure to pay DEBITSUCCESS shall be deemed to be a failure to pay us.

DebitSuccess

A Purchaser who pays for subscription by Ongoing Direct Debit of the Crikey! Club Membership Payment must pay same to DEBITSUCCESS and enter into the Debitsuccess Contract and:-

- acknowledges and agrees that DEBITSUCCESS has been appointed by us to collect the Crikey! Club Membership Payment (the “Fee”) when due under the Membership Agreement and all rights we have under the Membership Agreement may be carried out by DEBITSUCCESS as if DEBITSUCCESS were us
- authorizes DEBITSUCCESS to directly debit the Nominated Facility for each Crikey! Club Membership Payment (the “Fee”) when due under the Membership Agreement
- agrees to ensure sufficient funds or credit is available in the Nominated Facility to satisfy the Crikey! Club Membership Payment (the “Fee”) on each Direct Debit Date

- shall give Notice to DEBITSUCCESS if the Nominated Facility is closed or its details are changed in any way
- must cancel the direct debit function of the Nominated Facility when the Membership Agreement is at an end.

You must pay the Crikey! Club Membership Payment (the "Fee") applicable to the specified Service which you have subscribed for, in accordance with the fee plan notified to you at the time of registration. This is a recurring subscription and therefore your card will be debited in advance every month. After the minimum initial 12 month term, you can cancel your subscription at any time, but only as set out in, and subject to the terms of these Terms and Conditions. The Fee will be automatically billed against the credit/debit card number (the "Nominated Facility") that you provide in the registration form. You will be notified by email that we have debited your Nominated Facility and that you have been granted access to the Service. The email message will constitute our acceptance of your request to access the Service. Our acceptance of your order will be deemed complete and received by you at the time and date we send the email, which time and date is specified on the email. It is your responsibility to provide us at all times with a current email address and we accept no responsibility for you not actually receiving the email for reasons outside our control. In the case of a monthly subscription you will be notified by email of the first payment only.

The Fee will be charged in Australian dollars. The Purchaser is solely liable for any currency conversion costs incurred.

3. MINIMUM TERM, INCREASE OF FEE AND TERMINATION

Continuation after Minimum Term

Ongoing Membership shall continue past the Minimum Term (12 months) on a month-to-month basis UNLESS the Purchaser has given us Notice of termination of the Membership Agreement at least one (1) month before expiration of the Minimum Term.

Termination

Subject to any express rights to the contrary in the Membership Agreement, a Membership may not be cancelled or the Membership Agreement terminated with effect during the Minimum Term.

A Membership may be cancelled with effect after expiration of the Minimum Term if the Purchaser gives us Notice of termination of the Membership Agreement at least one (1) month beforehand.

A Membership may be cancelled or the Membership Agreement terminated at any time after expiration of the Minimum Term by the Purchaser giving us Notice of termination of the Membership Agreement whereupon the Membership Agreement will end one (1) month from the next Direct Debit Date after the Notice was given and the Monthly Membership Payment shall continue to be payable in the intervening period. We accept no responsibility for non-receipt of emails by us for reasons outside of our control.

The Membership Agreement may be terminated by us at any time by Notice to the Purchaser if the Monthly Membership Payment has not been paid when due or the Membership Terms and Conditions are breached in any way.

Increase of Fee

Following expiration of the Minimum Term we may at any time increase the Fee. If we wish to do so then we will give the Purchaser not less than one (1) month's Notice as to the increase.

If the Purchaser wants to terminate the Membership Agreement because of the increase then the Purchaser must give us Notice of termination of the Membership Agreement not more than fourteen (14) Days after they receive the Notice from us. If the Purchaser does so then the Membership Agreement shall be at an end one (1) month after we gave the Purchaser Notice of the increase and the Fee shall be payable in the intervening period. If we do not receive any Notice of termination of the Membership Agreement from the Purchaser during the fourteen (14) Day period then the Membership Agreement shall continue and the increase in the Fee will be payable.

4. DISCLAIMER OF WARRANTIES

We are providing the Service and System on an "as is" basis and make no representations or warranties of any kind with respect to either the Service or System or their content including (without limitation) warranties as to completeness, accuracy, satisfactory quality and fitness for any particular purpose, except to the extent required by law. We do not warrant that the Service will meet your particular expectations or requirements or that it will be uninterrupted, timely, secure or error-free, nor do we make any warranty as to results or the accuracy of any information obtained by you through the Service, except to the extent required by law.

5. LIMITATION OF LIABILITY

If we incur a liability to you as a result of any term, condition or warranty implied by any law, or in the event of a breach of these Terms and Conditions by us, our liability is limited to one of the following as nominated by us in our discretion: (a) the resupply of any relevant service comprised in the Service; or (b) the payment of the cost of having the relevant service supplied again.

6. SUSPENSION AND TERMINATION

We may suspend or terminate the Service or your access to the Service at any time in our absolute discretion and without liability to you if: (a) your access to the Service is considered by us, acting reasonably, to be in breach of these Terms and Conditions or (b) a court or competent regulatory authority requires our provision of the Service to be terminated.

7. MAINTENANCE

From time to time, your access to the Service may be suspended in order for work to be carried out relating to the upgrading or maintenance of the System or otherwise as necessary for the provision of the Service. We shall give as much notice as is reasonable in the circumstances and shall endeavor to ensure that such works are carried out as expeditiously as is possible in the circumstances.

8. INDEMNITY

You agree to fully indemnify us immediately on demand against all claims, liability, damages, costs and expenses, including legal fees on an indemnity basis, suffered by us at any time arising out of any breach

of these Terms and Conditions by you (or any other user in your household or anyone else who may access the Service through your terminal using your password) or any other liabilities arising out of your or their use of or access to the Service and/or the System.

9. NOTICE OF CLAIM

In the event that you receive any notice of a claim by any third party in respect of the operation of the service and/or the system you shall provide us with notice of any such claim (whether received directly or indirectly by you) and shall if requested by us provide full authority to defend, compromise or settle any such claim as well as provide reasonable assistance necessary to defend any claim.

10. TAX

You will have responsibility for payment of any and all taxes, charges, duties, excises, imposts or similar fees levied or imposed in connection with the Service, including any such amounts levied or imposed on us and we are entitled to pass on to you or recover any such amounts. Without limiting the foregoing, if we incur a GST liability in respect of the supply of services under this contract of which we were not previously aware (whether by introduction of a new tax or change of rate to an existing tax), the price otherwise payable by you for that supply will be increased by an amount equal to the amount of the GST payable. Unless expressly stated to the contrary, all prices given by us in connection with the Service are GST-inclusive.

11. GENERAL

You agree that any notices from us shall be sent to the email address you supplied during the registration process. Any Notice from you must be sent to us by email to crikeymagsub@australiazoo.com.au. Notices are deemed to have been delivered on the next business day after that email has been received on the recipients computer or server. If we fail to exercise or enforce any right we have under these Terms and Conditions such failure will not be deemed to be a waiver of that right nor will it prevent us exercising or enforcing that right on a later occasion. No refunds will be made in connection with any postponement or cancellation of events, or change in programming, for whatever reason. We shall take all reasonable steps to ensure a high quality video feed. However, we cannot control Internet network congestion that may occur and affect the quality of the delivered video. We are not responsible for any suspension of service that may occur in the live video feed that is received from other broadcasters. You warrant that all information provided by you is true, accurate and current. If we believe you have provided false information, we reserve the right to terminate this contract and your access to the Service. We will not be liable to you for any breach of these Terms and Conditions by us due to any cause beyond our reasonable control. We reserve the right to vary and/or update these Terms and Conditions from time to time by notifying you at your then current email address and posting the updated Terms and Conditions on the Crikey! Club website. We recommend you check back regularly to ensure you are aware of any changes. Changes to the Terms and Conditions will be deemed to have been accepted by you if you continue to access the Service from the date the updated Terms and Conditions are so posted. We may assign or transfer all or any of our rights and/or novate our obligations under these Terms and Conditions to a group company or other third party. In the event of assignment or transfer, notification will be given to you by e-mail. These Terms and Conditions constitute the entire agreement between us and you with respect to this subject-matter and exclude any representations or warranties previously given or made. These Terms and

Conditions and your access to and use of Service are subject to the laws of Queensland Australia and you submit to the exclusive jurisdiction of the courts of Queensland. If any of these Terms and Conditions are deemed invalid or unenforceable the remaining Terms and Conditions shall continue in full force and effect. Time shall be of the essence of our Agreement in all respects.