

Australia Post Campaign Targeter Terms and Conditions

Last updated October 2023

By using Campaign Targeter, you agree to these terms and conditions.

1. General

- 1.1. References in these Terms and Conditions to "we", "us" and "our" are references to Australian Postal Corporation, a body corporate established under the *Postal Services Act 1975*, the existence of which is continued by section 12 of the *Australian Postal Corporation Act 1989*.
- 1.2. References to "you" and "your" means you as a user of the Tool.

2. Campaign Targeter (Tool)

- 2.1. The Tool is located at <https://campaigntargeter.com.au>.
- 2.2. All campaigns created using the Tool may only be used with products and services provided by Australia Post.
- 2.3. The Tool is provided to you free of charge. Prices generated by the Tool for delivery of campaigns are indicative only and will be finalised when the campaign is lodged with Australia Post for delivery.
- 2.4. We may from time to time introduce other services that form part of, or complement, the Tool. Such additional services may be made available to you with or without charge. We will notify you via a banner on the Tool before providing any service that attracts an additional charge.

3. Registration and passwords

- 3.1. You need to register online to be able to use the Tool. On successful registration, we will provide you with access to the Tool.
- 3.2. When you register, you must provide us with accurate, complete and current information.
- 3.3. Access to the Tool will be given on the correct entry of a username and password. Once access is granted, all actions taken will be deemed to be made by you.
- 3.4. You must safeguard any password and agree

that you will not allow anyone else to use your username and/or password.

- 3.5. You agree to immediately notify us if you become aware of any unauthorised use of your username and/or password or any breach of security.

4. Australia Post warranties and data use

- 4.1. To the extent permitted by law, including the *Competition and Consumer Act 2010* (Cth), Australia Post will not be responsible or liable for:
 - (a) the Tool not delivering or providing any given functionality or information, or not procuring a particular outcome or result; or
 - (b) any failure by Australia Post to provide the Tool.
- 4.2. We make no warranty that the Tool will be uninterrupted or error free. Specifically, we do not warrant that you will have continuous access to the Tool and, to the extent permitted by law (including the *Competition and Consumer Act 2010* (Cth)), we will not be liable if the Tool is unavailable to you due to computer or device downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.
- 4.3. You agree that we may collect and use technical data and related information, which we may gather periodically, to facilitate the provision of software updates, product support and other services to you, which are related to the Tool. We may, to the extent permitted by law, use this information to improve its provision of services to you.
- 4.4. You acknowledge that we may share customer data and postcode files with certain third parties contracted by us to assist in the administration and management of the Tool.
- 4.5. The information and images presented or

received via the Tool may not be reproduced, republished, adopted, used or modified under any circumstances in any way that implies the endorsement or sponsorship by us of your products, goods or services.

5. Your conduct

- 5.1. You agree that in accessing the Tool, you will not:
- (a) reproduce, duplicate, copy, sell, resell, or create derivative works based on, all or any part of the Tool or any information or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Tool;
 - (b) except as expressly permitted by applicable law, modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Tool;
 - (c) remove any copyright, trademark or other proprietary rights notice from the Tool or materials originating from the Tool;
 - (d) frame or mirror any part of the Tool without our express prior written consent;
 - (e) create a database by systematically downloading and storing all or any content from the Tool; or
 - (f) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape", "data mine", "database scraping", or in any way reproduce or circumvent the navigational structure or presentation of the Tool.

6. Privacy

- 6.1. When you interact with the Tool, we may ask for your personal information. Without this information, will we be unable to provide you with this service.
- 6.2. Your information is handled in accordance with the Australia Post Group Privacy Statement, which outlines how you can access your personal information, or make a privacy related

complaint. For more information, visit our [Privacy page](#).

7. Copyright and trade marks

- 7.1. Using the Tool does not give you ownership of any intellectual property rights in the Tool or the content you access.
- 7.2. Except as permitted under the *Copyright Act 1968* (Cth) or other applicable laws, no part of the information contained on the Tool that is the property of Australia Post, including any trade mark mentioned in this clause may be otherwise reproduced, adapted, performed in public or transmitted in any form by any process (including all forms of communications to the public) without our prior written consent.
- 7.3. "Australia Post" and their associated device marks are trademarks of Australia Post. All other trademarks that may be displayed in connection with the Tool are trademarks of the respective owners. Nothing displayed in connection with the Tool should be construed as granting any license or right of use of any trade mark.

8. Third party content

- 8.1. 'Helix Persona' is a registered trade mark owned by Roy Morgan Research. Any use of the Helix Persona trademark and use of the third party data from Helix Persona is governed by terms of use. The Tool may incorporate certain functionality that allows, the routing and transmission of, and online access to, certain digital communications and content made available by third parties (**Third Party Content**).
- 8.2. By using the Tool, you acknowledge and agree that you allow us to access and transmit to you Third Party Content. You acknowledge that because we do not control Third Party Content, we are not responsible or liable (to the extent permitted by law) for any Third Party Content, including the accuracy, integrity, quality, legality, usefulness, or intellectual property rights relating to Third Party Content.

8.3. We have no obligation to monitor Third Party Content, and we may block or disable your access to any Third Party Content (in whole or part) via the Tool at any time. Your access to or receipt of Third Party Content via the Tool does not imply our endorsement of or our affiliation with any provider of such Third Party Content. Further, your use of Third Party Content may be governed by additional terms and conditions that are not set out in these Terms and Conditions or our Privacy Policy such as terms and conditions that are made available by the providers of Third Party Content from time to time.

8.4. Nothing in these Terms and Conditions shall be deemed to be a representation or warranty by us of any Third Party Content. These Terms and Conditions do not create any legal relationship between you and the providers of Third Party Content regarding the Third Party Content.

9. Australia Post's liability to you

9.1. To the maximum extent permitted by law, including the Australian Consumer Law, we exclude all liability for loss or damage of any kind (including special, indirect or consequential loss) arising out of or in connection with the Services, except to the extent that the loss or damage was caused by or arose out of any gross negligence, fraud or wilful misconduct by or on behalf of us.

9.2. Nothing in this agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any Law (including consumer guarantees under the Australian Consumer Law) that cannot lawfully be excluded or limited (**Non-Excludable Condition**).

9.3. Where permitted by Law, and provided it is reasonable to do so, we limit our liability for breach of a Non-Excludable Condition to:

- (a) In the case of goods: replacement of the goods or the supply of equivalent goods; repair of the goods; payment of the cost of replacing the goods or acquiring goods; or payment of the

cost of having the goods repaired; and

- (b) In the case of services: to either resupplying the services or payment of the cost of having the services supplied again.

10. Your indemnity to Australia Post

10.1. Subject to clause 10.3, to the maximum extent permitted by law, you agree to indemnify Australia Post against any claim, damages or expenses Australia Post suffers for any Indemnifiable Loss arising out of or in connection with any breach by you of your obligations under these terms.

10.2. "**Indemnifiable Loss**" means loss incurred by Australia Post in connection with a third party claim against Australia Post, including but not limited to the infringement of a third party's intellectual property rights.

10.3. Your liability to Australia Post under clause 10.1 is reduced proportionality to the extent the loss was caused or contributed to by Australia Post.

11. Termination

11.1. You may terminate your access to the Tool at any time by submitting a written request to us via the contact details provided in the Tool (or email us at ctsupport@auspost.com.au). Termination of your access to the Tool will be effective within a reasonable period of your request.

11.2. We may terminate, limit your access to or suspend your access to the Tool by providing you with reasonable written notice via email, depending on the particular circumstances and acting reasonably. The grounds for such termination, limitation of access or suspension include:

- (a) a breach of these Terms, including (but not limited to) clause 5;
- (b) a request by law enforcement or other government agencies;
- (c) discontinuance or material modification to the Tool (or any part thereof) or a strategic decision of Australia Post;
- (d) unexpected technical or security issues

or problems;

- (e) extended periods of inactivity (over 18 months without logging into the Tool); and
- (f) engagement by you in fraudulent or illegal activities.

11.3. Further, you agree that any termination, limitation of access or suspension in accordance with clause 11.2 is in our sole discretion, acting reasonably, and that, except as specified in clause 9, we will not be liable to you or any third party for any termination of your Tool account.

11.4. Upon termination of your access to the Tool for any reason, we will

- (a) remove access to all or part of the offerings within the Tool;
- (b) delete your password and all related information, files and content associated with or inside your Tool account (or any part thereof); and
- (c) bar further use of all or part of the Tool.

12. General

12.1. **Entire agreement.** These Terms and Conditions and Conditions constitute the entire agreement and understanding between you and us and supersede any and all prior communications, representations, agreements or understandings between you and us with respect to the subject matter of these Terms and Conditions. This clause 12.1 does not exclude a party's liability for prior false, misleading or deceptive statements or misrepresentations, whether oral or written.

12.2. **Variation.** We reserve the right to amend these Terms and Conditions at any time. If we make a material change, we will notify you of such changes through the Tool. We will notify you via a banner on the Tool when you access

the Tool for the first time following a change. What constitutes a "material change" will be determined at Australia Post's discretion acting reasonably. Your continued use of the Tool after we have notified you of an amendment will mean that you agree to that amendment.

12.3. **Force majeure.** Neither party will be liable to the other for any failure to fulfil, or delay in fulfilling, its obligations caused by circumstances outside of its reasonable control.

12.4. **Governing law.** These Terms and Conditions are governed by and interpreted in accordance with the laws of the State of Victoria, Australia, and both of us submit to the jurisdiction of the courts of that State.

12.5. **Severability.** If any provision, or part of a provision, of these Terms and Conditions is found to be illegal or unenforceable, it will be severed from the agreement, and the remainder of the terms will be construed as if that provision or part did not form part of the Terms and Conditions.

12.6. **Assignment.** We may assign or otherwise deal with our rights and subcontract and novate our obligations under these Terms and Conditions by reasonable prior via a banner on the Tool.