

Collectables & Collecting Community Terms and Conditions

Last updated October 2023

By using the Australia Post Collectables website (located [here](#)) and/or joining the Australia Post Collecting Community (**Website**), you agree to these Terms and Conditions.

1. Submissions for publication on the Website

- 1.1. You may submit content for inclusion on the Website, including articles, blogs and event information. Australia Post may, at its complete discretion, decide whether to publish the content you have submitted.
- 1.2. You agree that any content you submit for inclusion on the Website:
 - (a) is accurate, reliable, adequate and complete;
 - (b) does not include any material that:
 - (i) is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, likely to mislead or deceive, hateful, or racially, ethnically or otherwise objectionable;
 - (ii) you do not have a right to make available under any law or under contractual or fiduciary relationships (such as personal information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements); or
 - (iii) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; and
 - (c) does not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.
- 1.3. You grant us a non-exclusive, perpetual, irrevocable, worldwide and royalty-free license to reproduce your content on the Website.

2. Australia Post's responsibility to review content submitted for publication

- 2.1. Except for material signed by one of our identified representatives, we are not responsible for, do not endorse and do not approve any material appearing on the Website and make no representations as to its accuracy.
- 2.2. We are not responsible for screening material posted by users for libel, obscenity, invasion of privacy, copyright or trademark infringement, accuracy, or for any other reason. We retain, however, the right to modify or remove messages or other material that we, in our sole discretion, consider infringing, offensive, abusive, defamatory, obscene, or otherwise unacceptable. We also reserve the right to edit materials acting reasonably.

3. Australia Post's liability to you

- 3.1. To the maximum extent permitted by law, including the Australian Consumer Law, Australia Post excludes 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 Australia Post.

4. Your indemnity to Australia Post

- 4.1. Subject to clause 4.3, 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.
- 4.2. "Indemnifiable Loss" means loss incurred by Australia Post in connection with a third party claim against Australia Post, including but not

limited to:

- (a) the infringement of a third party's intellectual property rights; and
- (b) the unauthorised use of another person's image or property.

4.3. Your liability to Australia Post under clause 4.1 is reduced proportionality to the extent the loss was caused or contributed to by Australia Post.

5. Privacy

5.1. Australia Post collects your personal information to record, administer and process your Collecting Community account. Your information may be shared with certain third parties contracted to assist in the administration of these services. Without this information, we would be unable to provide you with this service.

5.2. Your personal information is handled in accordance with the Australia Post Group Privacy Statement which outlines how to access and/or correct your personal information or make a privacy related complaint. For more information, please visit <https://auspost.com.au/privacy>.

6. General

6.1. **Governing law.** These terms are governed by and shall be construed in accordance with the laws in force in the State of Victoria, Australia, and the courts and registries of courts in that State shall have jurisdiction in the event of a dispute.

6.2. **Variation.** Australia Post reserves the right to alter these Terms and Conditions at any time. If Australia Post makes a material change Australia Post, we will notify you at least 4

weeks in advance, and the notice may be, by email, by means of a notice on the Online Shop, or other places Australia Post deems suitable and appropriate. What constitutes a "material change" will be determined at Australia Post's discretion acting reasonably.

Your continued use of the Website after we have notified you of an amendment will mean that you agree to that amendment.