

TERMS OF USE

Please read these terms of use carefully as they contain important information regarding your legal rights, remedies, and obligations. These include various limitations and exclusions, and a dispute resolution clause that governs how disputes will be resolved.

By accessing or using our web sites at www.in2indoor.com.au (the "Sites"), brought to you by Motio Play Pty Limited ABN 30 133 097 917 (the "Company") and all our affiliated Sites using SPAWTZ or SPORTSOFT management software, you (the "User") signify that you have read, understand and agree to be bound by these Terms of Use ("Terms of Use" or "Agreement"), whether or not you are a registered member of the Sites.

We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. If we do this, we will post the changes to these Terms of Use on this page and will indicate at the top of this page the date these terms were last revised. Your continued use of the Services or the Sites after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, do not use or access (or continue to use or access) the Services or the Sites. It is your responsibility to regularly check the Sites to determine if there have been changes to these Terms of Use and to review such changes.

Eligibility

Membership in the Service is void where prohibited. The Sites are intended solely for users who are of eligible age as nominated by the individual events and products transacted within the Sites and System.

Joining any of the above websites is permitted to persons under 18 years of age, on the provision that all event or purchase agreements, waivers, declarations or the like are read and accepted by a parent or legal guardian, not the person underage.

Registration Data; Account Security

In consideration of your use of the Site, you agree to

- a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data");
- b) maintain the security of your unique password and identification;
- c) maintain and promptly update the Registration Data, and any other information you provide to the Company, to keep it accurate, current, and complete; and
- d) be fully responsible for all use of your account and for any actions that take place using your account.

Persons using a shared or public computer must ensure that they log-out and login correctly before and after each Site session.

You may not use the Sites in any improper or unlawful manner or in breach of any legislation or licence that applies to You.

You agree that when using the Sites You will not

- (a) harass others or disclose personal information about others that could amount to harassment;
- (e) create multiple logins;
- (f) impersonate others;
- (g) promote any activity that is illegal; or
- (h) use software to harvest information from the Sites;

Use and Copyright

You may use the Sites and the information contained within it for your own personal and non-commercial reference only. You agree that you will not hack into the Sites nor employ any robot, spider or other device or process to use the Sites for any unauthorised purposes. You agree that you will not take any action that imposes an unreasonably large burden on the Sites.

The information contained within the Sites (including programming scripts, graphics and logos) are copyright of the Company and its related bodies corporate. You may make any copies of any information reasonably incidental to your viewing of the Sites and may retain a single permanent copy for your personal reference. The information may not otherwise be used, copied, reproduced, published, stored in a retrieval system, altered, transmitted in any form or by any means in whole or in part (except where by law such use cannot be prohibited) without prior written approval of the Company or its related bodies corporate.

Trademarks

The trademarks appearing on the Sites are primarily trademarks of Motio Play or other subsidiary groups associated to the Company. Other trademarks displayed on the Sites are trademarks of their respective owners. Nothing contained on the Sites should be construed as granting any licence or right of use of any trademark displayed on the Sites without the express written permission of the Company, or the relevant affiliate, or third party owner.

Privacy

The Company will only use any personal information that the Company may collect about You in accordance with Our privacy policy. By accepting these Terms of Use You also accept and consent to the Company's privacy policy. The Motio Play Privacy Statement is incorporated into these terms of use and available to view at this location – [Click Here to view Privacy Policy](#)

Limitation of Liability

To the extent permitted by law we will not be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings resulting from your access to, or use of, or inability to use the Sites and its content, whether based in contract, tort, negligence, statute or any other legal theory, and whether or not we know of the possibility of such damage. If a jurisdiction does not allow the exclusion or limitation of liability in accordance with the foregoing, but allows a limitation of a certain maximum extent then our liability is limited to that extent.

General Provisions

If any clause or part of a clause of these Terms of Use is, or becomes, invalid, illegal, or unenforceable, the remainder of these Terms of Use shall remain valid and enforceable.

Any failure or delay by the Company to enforce any of Our rights under these Terms of Use is not to be taken as or deemed to be a waiver of that or any other right unless the Company acknowledges and agree to such a waiver in writing.

These Terms of Use are not intended to be for the benefit of, and shall not be exercisable by, any person who is not a party to these Terms of Use.

These Terms of Use and the privacy policy set out the full extent of the Company's obligations and liabilities concerning the Sites and replace any previous agreements and understandings between the Company and You.

You shall have no remedy in respect of any untrue statement made to you upon which you relied in entering into these Terms of Use other than any remedy you may have for breach of the express terms of these Terms of Use.

This Agreement is governed by the laws of New South Wales Australia and the parties agree to submit to the exclusive jurisdiction of the Courts of New South Wales.