

SuperArchive

Terms and Conditions

Effective September 2018

1. Overview

- a. V8 Supercars Australia Pty Ltd (ACN 077 053 484) of 45 Nerang Street, Southport, 4215, Queensland (**SCA**) is the owner of the SuperArchive Service. SuperArchive is a subscription service that provides members the ability to view archived Supercars races streamed over the internet.

2. Membership

- a. A SuperArchive membership is valid for twelve (12) calendar months from the date of purchase.

3. Internet

- a. Prior to subscribing to SuperArchive, you are entirely responsible that you are able to establish an adequate internet connection, that your internet connection speed is appropriate for streaming audio-visual content;
- b. Your electronic streaming device satisfies all technical requirement; and
- c. Acknowledge that SCA is not responsible for any service failure that is out of SCA's control and agree that no refunds will be provided.

4. Technical Requirements

- a. Internet Explorer 8.0 or above, Firefox 2.0 or above, or Safari 3.0, or Chrome 4.0 or above;
- b. Microsoft Windows XP SP2, Microsoft Windows Vista, Macintosh OS X v10.4, Linux, iOS, Android;
- c. 256 megabytes (MB) of RAM - 512 MB recommended;
- d. JavaScript and Cookies must also be enabled;
- e. Super VGA (800 x 600) or higher resolution;
- f. 16-bit sound card;
- g. Speakers/headphones.

5. Internet Connection Speed

- a. For a reliable viewing experience at medium quality we recommend a downstream connection speed of at least 4000Kbps.

6. Data

- a. You are responsible for all access, data and other costs associated with your internet and mobile usage in accessing and using SuperArchive.
- b. Please contact your internet service provider or mobile telecommunications provider for details of your account access fees, data charges and other costs.

7. Payment

- a. Upon the activation of a SuperArchive membership and providing SCA with your valid credit card details, you authorise SCA to charge your valid credit card for a onetime payment fee of \$59.95 AUD and in turn receive the benefits referred to in clause 1 of these Terms and Conditions which will expire twelve (12) calendar months from the date SCA charge your valid credit card with the onetime payment fee of \$59.95AUD.

8. Service

- a. You must be 18 years of age, or the age of majority in your province, territory or country to become a SuperArchive member. Minors may only use SuperArchive under the supervision of an adult.

- b. Any content viewed through SuperArchive are for your personal and non-commercial use only.
- c. A SuperArchive membership provided by SCA grants you a limited, non-exclusive, non-transferable, license to access SuperArchive on a streaming-only basis.
- d. Except for the foregoing limited license, no right, title or interest shall be transferred to you and you agree not to use the service for public performances.
- e. You agree to use SuperArchive, including any of its features and functionalities in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein.
- f. You agree not to:
 - i. archive, download, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorised in these Terms and Conditions) content and information contained on or obtained through SuperArchive;
 - ii. remove, alter, deactivate, degrade or thwart any of the content protections of SuperArchive;
 - iii. use any robot, spider, scraper or other automated means to access SuperArchive.
 - iv. decompile, reverse engineer or disassemble any software or other products or processes accessible through SuperArchive.
 - v. insert any code or product or manipulate the content of SuperArchive in any way.
 - vi. use any data mining, data gathering or extraction method.
 - vii. post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with SuperArchive, including any software viruses or any other computer code, files or programs.
- g. SCA has the right to terminate or restrict your use of SuperArchive in the event you violate any of these Terms and Conditions, or engage in any illegal or fraudulent use of the service.
- h. The quality of the display of SuperArchive may vary from computer to computer, device to device and may be affected by a variety of factors, such as your location, the bandwidth available and/or speed of your Internet connection.

9. Governing Law

- a. The use of SuperArchive and these Term and conditions are governed by the laws in force in New South Wales, Australia.
- b. You submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

10. Unsolicited Materials

- a. SCA does not accept unsolicited materials or ideas in respect to SuperArchive.

11. Intellectual Property

- a. All content on the SCA website and SuperArchive (which includes without limitation all streaming content, graphics, text, images, photographs, videos, illustrations, and the design, selection and arrangement thereof) is protected by copyright and/or trade mark rights.
- b. All intellectual property rights in this Service and the material included on it are owned by SCA or its licensors or advertisers, and users obtain no interest in those rights.

12. Warranties and Limitations on Liability

- a. SuperArchive is provided "as is" and without warranty.
- b. Upon becoming a SuperArchive member, you agree to these Terms and Conditions and waive all special and consequential damages against SCA, and any direct damages exceeding the one off payment fee as per clause 7.
- c. The Terms and Conditions will not limit any non-waivable warranties or consumer protection rights that you may be entitled to under the laws of your country of residence.
- d. You are responsible for all act and omissions of any person who uses your SuperArchive membership.

13. Enforcement

- a. In the event any provision or provisions of these Terms and Conditions are held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

14. Privacy

- a. We collect, store, use and disclose personal information in accordance with our Privacy Policy. By creating an Account, you consent to us collecting, storing, using and disclosing your personal information in accordance with our Privacy Policy which is available at - <http://www.supercars.com/privacy-policy/>.