

# SuperView

## Terms and Conditions

Effective January 2021

### 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 SuperView Service.
- b. SuperView is a subscription service that provides members that are not located in Australia or New Zealand, the ability to view live and uninterrupted television streamed over the internet for the following:
  1. All 2021 Supercar Championship qualifying sessions; and
  2. All 2021 Supercar Championship races; and
  3. On-Demand replays of the 2021 Supercar Championship qualifying sessions and races.
- c. You understand and accept that Supercars Championship sessions streamed from the Australian Formula 1 Grand Prix event are available for viewing thirty (30) days following the respective session only.

### 2. Membership

- a. A SuperView membership is valid from 1 January 2021 to 31 December 2021.

### 3. Internet

- a. Prior to subscribing to SuperView, 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. Microsoft Edge 39 or above, Firefox 51 or above, or Safari 10.0.3 or above, or Chrome 56.0 or above;
- b. Microsoft Windows 7 SP1 or above, Microsoft Windows 10, Mac OS 10.12 or above, iOS 10 or above, Android 7 or above;
- c. 2 gigabytes (GB) of RAM;
- d. JavaScript and Cookies must also be enabled;
- e. Full HD (1920 x 1080) or higher screen resolution;
- f. 16-bit sound card; and/or
- 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 SuperView.
- 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 SuperView 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 on 31 December 2021.

## **8. Service**

- a. You must be 18 years of age, or the age of majority in your province, territory or country to become a SuperView member. Minors may only use SuperView under the supervision of an adult.
- b. Any content viewed through SuperView are for your personal and non-commercial use only.
- c. A SuperView membership provided by SCA grants you a limited, non-exclusive, nontransferable, license to access SuperView 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 SuperView, 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 SuperView;
  - ii. remove, alter, deactivate, degrade or thwart any of the content protections of SuperView;
  - iii. use any robot, spider, scraper or other automated means to access SuperView.
  - iv. decompile, reverse engineer or disassemble any software or other products or processes accessible through SuperView;
  - v. insert any code or product or manipulate the content of SuperView in any way.
  - vi. use any data mining, data gathering or extraction method; and/or
  - 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 SuperView, including any software viruses or any other computer code, files or programs.
- g. SCA has the right to terminate or restrict your use of SuperView 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 SuperView 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. Australian and New Zealand Residents**

- a. SuperView is not available to Australian and New Zealand residents.
- b. SCA uses technology to verify your geographic location which prevents the use of SuperView within Australia and/or New Zealand.
- c. No refund(s) will be provided to any residents in Australia and/or New Zealand that subscribe to SuperView.

## **10. Governing Law**

- a. The use of SuperView 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.

## **11. Unsolicited Materials**

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

## **12. Intellectual Property**

- a. All content on the SCA website and SuperView (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.

## **13. Warranties and Limitations on Liability**

- a. SuperView is provided "as is" and without warranty.
- b. Upon becoming a SuperView 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 acts and omissions of any person who uses your SuperView membership.

## **14. 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.

## **15. 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/>.