

SuperView

Terms and Conditions of Use

Overview

1. V8 Supercars Australia Pty Limited (**Supercars**), is the operator of the SuperView service available at www.supercars.com/superview (the **Service**).
2. Users of the Service (**users** or **you**) agree to be bound by these terms and conditions of use (**Terms**) and the [Supercars Privacy Policy](#). Use of, and access to, the Service indicates acceptance of these Terms (and any changes to them).
3. The Service provides subscribers with access to view the following content:
 - (a) live streams of all Supercar Championship practice sessions, qualifying sessions, and races; and
 - (b) on-demand replays of all Supercar Championship practice sessions, qualifying sessions and races excluding the Supercars Championship sessions and races at the Australian Formula 1 Grand Prix event which are only available for viewing thirty (30) days following the event.

Accessing the Service

4. The Service can be accessed from all countries except in Australia and New Zealand.
5. Users of the Service are responsible for all costs arising from the use of the Service including, without limitation, all subscription, browsing/data charges and internet costs. Subscription Fees do not include data costs that are dependent on how much and how a user may download content and their agreement with their provider.
6. All users must ensure, before they subscribe to the Service, that their Internet connection speed is appropriate for streaming audio-visual content and that their personal computer, tablet, mobile devices and operating system are compatible. The following minimum technical requirements are required:
 - (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;
 - (g) Speakers/headphones;
 - (h) connection speed of at least 4000Kbps.

7. All users must create an account and have an active subscription to access the Service with their mobile, tablet or desktop device.
8. If Supercars is not able to provide certain content on the Service, it will blackout the program from the Service and may in some instances provide alternative programming.
9. Advertisements and promotions shown in the Service are only available to consumers located in Australia unless otherwise stated within the Service.

Subscription Fees

10. Users can subscribe to the Service by purchasing a SuperView season pass which will be valid from date of purchase until 31 December of the relevant season (**Subscription Period**).
11. The fee for the Subscription Period will be displayed at the time of purchase (**Subscription Fee**). You must pay the Subscription Fee in advance of each Subscription Period.
12. Unless otherwise agreed by Supercars at its sole discretion, no refunds will be given for incorrect choice or change of mind. If you are entitled to a refund at law or Supercars elects to provide a refund, the payment will be processed back to the credit card or Paypal account from which the payment originated. Please allow up to fourteen (14) days to confirm your payment and issue the refund.

Permitted Use of the Service

13. Users may only use the Service and view the content for personal, non-commercial purposes and they must not permit the Service to be viewed in public areas of commercial premises.
14. Users are not permitted to copy, record, reproduce, republish, post, broadcast, download, transmit or make any part of the Service or its content available to any other person or authorise or assist anyone else to do so.
15. Users must not circumvent, disable or otherwise interfere with security-related features of the Service or any features which prevent or restrict the use, distribution or copying of the Service or any content within the Service. Users must not alter or modify the Service or its content in any way.

Suspension and cancellation

16. Users are solely responsible and liable for activity that occurs on their account, and they are responsible for maintaining the confidentiality of their password.
17. Supercars may, in its sole discretion, cancel or suspend a user's access to all or part of the Service at any time, with or without notice, if the user breaches these Terms. If the cancellation or suspension is due to a user's breach of these Terms, Supercars is under no obligation to provide a refund or notice.
18. Supercars reserves the right to suspend or restrict access to the Service at its sole discretion. Supercars may also suspend or restrict a user's access to the Service in the following circumstances:

- (a) where necessary for technical or operational reasons;
 - (b) where Supercars reasonably believes the Service is unsecure.
19. Supercars may cancel the Service at any time and will provide users with reasonable notice prior to cancellation.

Intellectual Property

20. All intellectual property rights in this Service and the material included on it are owned by Supercars or its licensors, and users obtain no interest in those rights.
21. All content on the Service is protected by Australian and international copyright and other intellectual property laws. Users must not do anything which interferes with or breaches those laws or intellectual property rights in the content of the Service.

Liability

22. To the fullest extent permitted by law, Supercars makes no promises or assurances to users about the Service and it will have no responsibility or liability to users in relation to any loss or damage of any kind (direct or indirect) however caused (including through our negligence) which is suffered or incurred by a user or any other person, including without limitation damage to software, hardware or any other device, arising from use of or access to the Service or any linked third party content.
23. Supercars does not exclude any rights or remedies in respect of goods or services under the Australian Consumer Law in the *Competition and Consumer Act 2010* (Cth) or equivalent State or Territory legislation which cannot be excluded, restricted or modified.
24. Users must take their own precautions to ensure that any content used within the Service is free from viruses, worms, trojan horses or any other harmful component which may interfere with or damage the operation of their software, hardware or any other device used to access the Service.
25. Where permitted under local law, including the Australian Consumer Law, the liability of Supercars for any breach of a term or condition implied by law is limited at Supercars' discretion, to the supply of any service again or the payment of the cost of having any service supplied again.
26. Supercars does not undertake to keep the Service up-to-date and is not liable to users or any other person for any loss or disappointment suffered if the Service or content within it is not available or the content within the Service is incorrect, incomplete or not up-to-date. Users must make their own assessment of it and rely on it wholly at their own risk.
27. Users agree to fully indemnify and hold harmless Supercars and its related bodies corporate against any and all liabilities, claims (actual, threatened or potential), loss (including consequential loss) and damage incurred in connection with their use of or access to the Service in breach of these Terms. This indemnity will survive these Terms and a users use of the Service.

General

28. These Terms are subject to change at the sole discretion of Supercars on reasonable notice to users. To the fullest extent permitted by law and subject to these Terms, Supercars will not be liable for any loss or disappointment that a user may suffer because of changes to these Terms.
29. Supercars may transfer its rights and obligations under these Terms to any third party.
30. Supercars may, at any time and without notice, change, delete or add to the Service or the information, products or services described on it for any or no reason.
31. If 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.
32. Use of the Service and these Terms are governed by the laws in force in New South Wales, Australia. All users submit to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia.

Complaints and Feedback

33. To make a complaint or ask for help in relation to the Service, please contact Supercars by emailing digital@supercars.com.