

DASHCAM FOOTAGE SUBMISSION

TERMS & CONDITIONS

1. ACCEPTANCE OF TERMS AND CONDITIONS

- 1.1 You accept the Terms and Conditions in full by entering your details and/or submitting the Footage to us via the Platform.
- 1.2 You must not submit the Footage to us if you do not accept the Terms and Conditions.

2. INTELLECTUAL PROPERTY RIGHTS

- 2.1 We own or are licensed to use all intellectual property in the Platform.
- 2.2 Ownership of all intellectual property rights in the Footage vests in ANCAP following the submission of the Footage to ANCAP.
- 2.3 For the avoidance of doubt, should the Footage undergo alteration once submitted to ANCAP, the ownership of all intellectual property rights in the amended Footage vests in ANCAP.
- 2.4 If requested, you will execute (or where relevant, procure the execution of) any document required to perfect our title to intellectual property rights contemplated by these Terms and Conditions.
- 2.5 You must not:
 - a) reproduce or exploit any Content on this Platform for commercial purpose;
 - b) edit or otherwise modify any Content on the Platform; or
 - c) redistribute any Content from this Platform unless we expressly permitted redistribution.

3. SUBMISSION OF FOOTAGE

- 3.1 You may submit Footage on the Platform subject to this clause.
- 3.2 You consent to and are aware that even if you do not proceed to the final step of submitting the Footage via the Platform, we retain your personal information in accordance with our Privacy Policy.
- 3.3 When submitting the Footage, you must not:
 - a) cause damage or interfere with the Platform;
 - b) use it in connection with illegal, fraudulent or harmful purposes or activities;
 - c) store, transmit or distribute Malicious Computer Program; or
 - d) conduct any systematic or automated data collection activities.

PROHIBITED POSTS

- 3.4 You must not upload any Footage that:
 - a) is pornographic or exploits people in a sexual manner;
 - b) is defamatory or libellous;
 - c) relates to gambling;
 - d) relates to alcohol;
 - e) promotes racism, bigotry, hatred, physical harm or any other discriminatory behaviour;
 - f) consists of Malicious Computer Program;
 - g) impersonates any person or entity or falsely misrepresent your affiliation with a person or entity;
 - h) violates or encourages violation of these terms and conditions;
 - i) infringes or violates another's rights including copyrights or intellectual property rights;
 - j) invades a readily identifiable person's privacy;

- k) includes photograph or image or audio or video of another readily identifiable person or another readily identifiable person's property without their consent;
- l) reveals anyone's identification documents or sensitive financial information;
- m) is submitted to disrupt the operation of the Platform and its related services; and
- n) advertises any company or their goods or services other than us.

YOUR WARRANTY IN THE FOOTAGE

- 3.5 By submitting the Footage via the Platform, you warrant that:
- a) you have the right and authority to provide the Footage in the manner it is posted;
 - b) you own the Footage and have the right to assign copyright ownership and other Intellectual Property to us; and
 - c) the Footage is not prohibited under clause 3.4.
- 3.6 You understand and acknowledge:
- a) that the Footage may appear in public via, including but not limited to television, social media platforms, print media and electronic media (the Mediums);
 - b) ANCAP makes no representation, and you do not rely on same, and you are aware that there is no obligation or guarantee that the Footage will appear via the Mediums;
 - c) that you will not be compensated or receive consideration (monetary or otherwise) as incentive for the Footage;
 - d) and consent to ANCAP amending, in its absolute discretion, the Footage, to ensure capability and fitness for the Mediums, or as otherwise required;
 - e) that you will not be given the opportunity to receive, inspect or approve, the Footage that has been submitted to ANCAP.
- 3.7 You warrant, indemnify and forever hold us harmless should a Claim be made by the rightful owner of the Footage.

MONITORING OF SUBMITTED FOOTAGE

- 3.8 We are not responsible for liability arising out of your submitted Footage.

4. LIMITATION OF LIABILITY

- 4.1 In this clause, a Covered Party means:
- a) us, our affiliates, and any officer, director, employee, sub-contractor, agent or successor; and
 - b) each third party supplier of content, their affiliates, and any officer, director, employee, subcontractor, agent or successor.
- 4.2 To the maximum extent permitted by law, a Covered Party is not liable for liability arising out of or related to:
- a) content provided to you free-of-charge;
 - b) inaccuracy, errors or omissions with content;
 - c) unavailability or interruption of usage of the Platform and its services;
 - d) any delay or failure in performance beyond the reasonable control of a covered party; and
 - e) loss of data.
- 4.3 To the fullest extent permitted under the law, a Covered Party is not responsible for any indirect, special or consequential liability to a user (including legal fees) arising out of or from content or use of the platform.
- 4.4 Exclusion of liability in clause 4.2 applies even if you expressly advise a Covered Party of the potential loss.
- 4.5 To the extent we cannot exclude liability and to the fullest extent permitted under the law, a Covered Party's aggregate liability for negligence, breach of contract or under any legislation is limited, at our discretion, to:
- a) in case of goods, any one or more of the following:
 - i) replacement of the goods or supply of equivalent goods;
 - ii) repair of the goods;
 - iii) payment of costs of replacing the goods or acquiring equivalent goods; or
 - iv) payment of costs of repairing goods; and
 - b) in case of services:
 - i) supply of the services again; or
 - ii) payment of the cost of supplying the services again.
 - c) in case of any other damages, \$100.00.
- 4.6 Nothing in this agreement will exclude or limit our liability in respect of any:
- a) death or personal injury caused by our negligence;
 - b) fraud or fraudulent misrepresentation on the part of us; or
 - c) matter which it would be illegal or unlawful for us to exclude or limit, or to attempt or purport to exclude or limit, its liability.

5. INDEMNITY

- 5.1 You agree to indemnify us and undertake to keep us indemnified against any Liability (including legal fees) arising out of:
- a) your breach of these terms and conditions; and
 - b) any Claim that you have breached these terms and conditions.

6. BREACH OF TERMS AND CONDITIONS

- 6.1 If you breach any of these terms and conditions we may take appropriate actions including but not limited to:
- a) issuing a warning notice;
 - b) suspending your access to the Platform;
 - c) prohibiting your access to the Platform; or
 - d) bringing court proceedings against you.

7. JURISDICTION

- 7.1 This Platform is directed at individuals or entities that reside in Australia only.
7.2 This Agreement is governed by the laws of the Australian Capital Territory (Jurisdiction).
7.3 The Parties submit to the exclusive jurisdiction of the courts of the Jurisdiction.
7.4 No Party may object to the jurisdiction of any of those courts on the ground that it is an inconvenient forum or that it does not have jurisdiction.

8. DEFINITIONS

- 8.1 The following words have these meanings unless the contrary intention appears:
- a) **Agreement** means the Terms and Conditions as amended from time to time.
 - b) **Business** means ANCAP Australasia Limited.
 - c) **Claim** means any claim, suit, action, demand, or right.
 - d) **Content** means any material on the Platform as amended from time to time including but not limited to text, document, image, logo, photo, audio material, video material and audio-visual material.
 - e) **Footage** includes but is not limited to images, photos, videos, audio, statements, text and any other outputs provided to ANCAP.
 - f) **Liability** means responsibility for any loss (either direct or indirect), damage, injury, or expense.
 - g) **Malicious Computer Program** includes programs that contain viruses, Trojan horses, worms or any other computer programming that may damage, modify, delete, detrimentally interfere with, access without authority or expropriate any system, data or personal information.
 - h) **Party** means a party to this terms and conditions.
 - i) **Parties** mean all parties to this terms and conditions.
 - j) **Platform** means the Website and any other site and/or medium in which to receive the Footage.
 - k) **Post** includes comments, images, photos, writings or any other material that you upload on our Platform.
 - l) **Terms and Conditions** means the terms and conditions set out in this document.
 - m) **Website** means www.ancap.com.au and any linked pages or Platforms.
 - n) **We, Us or Ourselves** refers to ANCAP Australasia Limited ACN 120 448 044.
 - o) **You, Your or Yours** refers to a user of the Platform.