

Terms and Conditions

The terms and conditions set out below ("**Terms and Conditions**") govern your use of the www.nursingreview.com.au website ("**Site**"). By using the Site, you must accept and abide by the Terms and Conditions. If you do not accept the Terms and Conditions, you are not permitted to use the Site and you must refrain from using it.

If you have any complaints or questions regarding the Site or the Terms and Conditions then you can contact the Customer Support Team subs@apned.com.au .

If you are an advertiser on the Site, these Terms and Conditions apply to you in addition to the APN Advertising Terms and Conditions. A copy of the APN Advertising Terms and Conditions are available at <http://www.apnedmedia.com.au/email/ad-terms-and-conditions-2012-final.pdf.pdf>. To the extent of any inconsistency, these Terms and Conditions prevail in relation to your use of the Site.

APN reserves the right to make changes to these Terms and Conditions which will be effective once they are published on the Site. You should revisit this area of the Site regularly to check the Terms and Conditions.

Use of the Site by you

You agree to only use the Site for purposes permitted by the Terms and Conditions. You are responsible for all equipment and software used to access the Site.

You must not:

- use the Site directly or indirectly for any activity which breaches any laws, infringes a third party's rights, is unlawful, or breaches the Terms and Conditions;
- use the Site directly or indirectly to post or transmit any Material unlawfully, or which is obscene, indecent, uses offensive language, defames, abuses, harasses, stalks, threatens, menaces, offends or restricts any person, or which prevents any other user from using or enjoying the Site or which is false, misleading or deceptive in any way;
- submit for posting or otherwise distribute any Material in any way which violates, plagiarises or infringes upon the rights of any third party, including but not limited to any copyright or trademark law, privacy or other personal or proprietary or moral rights;
- use the Site directly or indirectly, or use any service provided on the Site, to conduct surveys, contests, pyramid schemes, or send chain letters, junk email, spam or any other duplicative or unsolicited messages (commercial or otherwise);
- attempt to gain unauthorised access to the Site or use another person's name, registration account or password;
- impersonate any person or entity or create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message you post on the Site or falsely state or otherwise misrepresent your affiliation with a person or entity;
- knowingly provide registration information that is not truthful;
- tamper with, hinder the operation of or make unauthorised modifications to the Site;
- knowingly transmit any virus or other disabling feature to the Site;
- collect information about others, including email addresses, without their consent; or

- engage in any other conduct that we may advise that we consider (in our absolute discretion) breaches these Terms and Conditions or is otherwise inappropriate for the Site.

Disclaimer and Limitation of liability

Australian consumer law may imply statutory conditions such as warranties, conditions or guarantees or impose obligations which cannot be excluded, restricted or modified. For example, if you are considered a consumer (as defined by consumer protection laws that apply to APN) you will be entitled to certain warranties under that legislation. For more information on consumer protection laws please visit www.accc.gov.au. These Terms and Conditions must in all cases be read subject to these statutory conditions.

To the extent permitted by law, APN and its information contributors and associated service providers exclude all warranties, including without limitation, as to the availability, accuracy, completeness, currency or reliability of the Material, products or services, including products or services of any third party, that are made available via the Site.

APN does not investigate or endorse any person, company or organisation that uses, advertises, posts on or provides Material to the Site or any events, information, products or services ("**Products**") offered for sale or otherwise identified or provided by them. The availability of Material through the Site does not constitute advice about the appropriateness, value or suitability of any Material or Product, any particular transaction or course of action nor does it constitute any recommendation or endorsement by APN of any Product or to you to enter into any transaction or follow any course of action. Any decision that you make about any Material or Products offered, identified or provided through the Site or referred to or advertised on the Site must be based solely on your own evaluation of your circumstances and objectives and of the Material or Product. APN recommends that you independently verify the accuracy, currency or reliability of any Material made available via the Site and upon which you intend to rely.

The Site and Material available on it are provided on an "as is" basis. You understand that by using this Site, you may be exposed to content that is posted by third parties which you may find indecent or objectionable.

APN makes no warranty that the Site will be free from viruses or any kind of malicious code whatsoever. To the extent permitted by law, all implied warranties, conditions and representations about or in relation to:

- the Site;
- Material on the Site;
- the services or Products made available through the Site;
- the availability of the Site; and
- your use of the Site,

are excluded.

If a term is implied by law into the Terms and Conditions and the law prohibits provisions in a contract excluding or modifying liability under that term, then it will be included in the Terms and Conditions. However, our liability for breach of such term will, to the extent permitted by law, be limited, at our option, to:

1. in relation to goods, at our option:
 1. repair and return of the goods to you;

2. refund to you of the cost of replacing the goods or of acquiring equivalent goods; or
 3. if the product is still available, replacement of the goods with equivalent goods; or
2. in relation to services, at our option:
1. supply of the services again; or
 2. refund to you of the cost of having the services supplied again.

However if you are considered a consumer under an Australian consumer law that applies to APN, and you use our goods or services for personal, domestic or household use the above limitation and any other limitations on liability in these Terms and Conditions (including in the following paragraph) will not apply to you to the extent the liability is in relation to our breach of a warranty implied by Australian consumer law.

To the extent permitted by law, we (and our officers, employees, agents or related bodies corporate) exclude all liabilities (including in contract, for negligence or otherwise) for any loss, damage (whether direct or consequential), costs or expenses suffered by you or claims made against you in connection with, however caused:

- your use of the Site (and its Material);
- any lack of availability, interruption, delay in operation, virus, internet access difficulties, or equipment malfunction in relation to the Site;
- any failure to provide the Site;
- any Products, goods or services supplied, offered or advertised on the Site; or
- your purchase of any goods or services offered for sale on the Site or your use or reliance on any information provided on the Site.

Linked Sites

The Site may contain links to external sites. Those sites are not part of the Site and, unless otherwise indicated, are not under APN's control. No link appearing in the Site and no external site linked to the Site is endorsed by APN and no responsibility is taken for material them. You agree that by accessing any linked site you are doing so at your own risk and you agree to fully indemnify APN against any liability arising out of your accessing any linked site.

Accuracy of Registration Information

When registering on the Site, you must ensure that all information you provide is correct and up-to-date. If you change your details during the period of your membership, you agree to ensure your details are updated.

Username and Password

It is your responsibility to keep your login (email address) and your password safe and secure. If there is any activity undertaken with your login details then you are responsible. Your account is for your sole, personal use. You may not allow others to use your account and you may not assign or otherwise transfer your account to any other person or entity. If you think that your details may have been used by someone else then you must notify Contact Support as soon as possible. You must also change your password immediately. You agree to indemnify APN against any and

all claims arising out of your failure to maintain the confidentiality of your username and password.

Activity Program

APN may reward you with electronic badges for interacting with the Site. Badges will be awarded based on specific actions and frequency determined by APN. Actions include registration, general sharing on external sites and through email, submitting a story or idea, making a comment, uploading an event, uploading a photo, signing up to receive the newsletter, purchasing a GrabOne deal, downloading a deal voucher from the Site, taking a poll and entering competitions. Actions don't count towards badges if you do not register or login with your Site account, or if you submit Material that does not get published.

Website Payments

If any credit card payments are made on the Site, those payments are processed by an independent third party service provider. You consent to disclosure of relevant information about you to that provider on a confidential basis. If you wish to obtain further information about the provider, then contact us in accordance with the Privacy Statement. To the extent permitted by law, APN excludes all liability in relation to those payments and the services provided by that third party.

Placement and Removal of Material on the Site

We reserve the right (but have no obligation):

1. to decline to publish, or where already published, to remove any Material that we consider in our absolute discretion is inappropriate for the Site for any reason;
2. to establish general practices and limits concerning the uploading of Material to the Site or the level and amount of your use of the Site and that these practices and limits may be modified from time to time;
3. to monitor use of the Site by you and store and disclose any information we collect, including in order to investigate you compliance with these Terms and Conditions or for the purposes of any police investigation or governmental request.

You agree that APN has no responsibility or liability for the deletion or failure to store any Material submitted by you to the Site.

All providers of Material to APN for posting or publishing on the Site:

1. authorise APN to use any Material you provide to us in good faith for the purposes of complying with any legal process, responding to claims of third parties and to protect the rights or property of APN and its customers and the public;
2. authorise APN to edit, modify, amend or adapt or otherwise change your Material;
3. grant APN a world-wide, royalty-free and non-exclusive licence to use and exploit all intellectual property rights in your Material, in perpetuity, without restriction and without making any payment to you and without seeking any further approval from you, including publication of that Material in hard copy publications or in electronic media, using your Material in advertising or promotional material and permitting others to do any of these, including when others or APN receive payment for doing this;

4. you waive all moral rights in your Material and consent to APN doing anything which APN (or anyone permitted by APN) may do in relation to your Material which would otherwise be in breach of your moral rights. This includes APN using your Material without attributing you as the source of your Material;
5. agree that we may use your name, likeness, publically accessible biographical data in connection with our use of such Material; and
6. agree to indemnify APN and its officers, employees and agents from any damage or loss made against or suffered by any of those indemnified arising, in whole or in part, as a result of the publication by APN of your Material.

You acknowledge that our use of your Material may include licensing such Material to third parties and/or using such Material for advertising purposes. In no event shall we be required to seek your approval or provide you with any compensation in connection with such uses. You acknowledge that nothing contained within your Material would require us to seek permission of a third party in order to use the Material as described in these Terms of Use. Not all submitted Material will be published. Publication is at the discretion of APN.

Intellectual Property

You acknowledge that copyright, trade marks and all other intellectual property rights ("IP Rights") in the Site and in the Material displayed or available through the Site belongs to APN or its licensors.

You are provided access to the Site only for your personal use. Subject to applicable laws:

- unauthorised use of the Material is strictly prohibited and may infringe APN's or its licensors IP Rights in the Material; and
- no content may be reproduced, published or transmitted in any manner without the prior written consent of APN.

Without limiting the above, and subject to applicable law, you may not without prior written permission from APN:

- archive the Material or any part of it;
- form a database whether electronically or otherwise by systematically downloading or storing all or any of the Material;
- redistribute or republish the Material; or
- link to the Site including (without limitation) linking in any way which:
 - frames the Site;
 - replicates the Site; or
 - misleads any person regarding any association with the Site or any association with APN (whether implicitly or expressly).

The trade marks used on the Site are APN's trade marks or the trade marks of a third party. Nothing on the Site should be construed as granting any licence to use any trade mark without the permission of the owner.

You must not use any of APN's trade marks:

- as or as part of your trade marks;

- in connection with goods or services which are not the goods or services of APN;
- in a manner that may be confusing, misleading or deceptive; or
- in a manner that disparages APN, its information or services or the Site.

Technical Difficulties

You acknowledge that your use of the Site and associated services may be subject to interruption or delay. Due to the nature of the Internet and mobile phone communications, APN and its service providers do not make any warranty that the Site or services will be error free, without interruption or delay or free from defects in design or engineering.

The compatibility of this Site is not guaranteed for all software or hardware of users.

Liability and indemnity

To the maximum extent permitted by law, you specifically agree to indemnify and hold APN and its affiliates, employees, agents, representatives and third party service providers, harmless from any and all claims and liabilities relating to your use of the Site or its use by any person on your behalf. For the purposes of this paragraph Site includes any linked sites.

Privacy

You acknowledge that you have read and understood the terms of the Privacy Statement that are located [here](#). You agree that APN may use and disclose information about you in accordance with the terms of the Privacy Statement. You also agree to check the Privacy Statement on a regular basis and to let APN know if you object to use or disclosure of information about you in accordance with any updated statement.

If you make contact with a person through the Site and that person requests that you do not contact them again, you must comply with that request. You must not disclose the contact details of any person that you obtain through the Site without the prior consent of that person.

Severability

The illegality, invalidity or unenforceability of any part of the Terms and Conditions will not affect the legality, validity or enforceability of the remainder.

Termination

We reserve the right to suspend, limited, cancel or disable your membership from the Site without prior notice (i) if we reasonably believe that you or someone authorised by you breaches any of the Terms and Conditions, (ii) if considered necessary by APN due to technical or security issues, (iii) if there is a prolonged period of inactivity on the Site by you (iv) if APN is requested to do so by a government or law enforcement agency (v) or if it is otherwise considered necessary by APN at its sole discretion. APN is not required to provide any reasons for a decision to suspend, limited, cancel or disable your membership.

Upon termination of your membership you will be restricted from accessing any member restricted area of the Site, submitting any Material to the Site and any Material submitted by you to the Site or other information held by APN in relation to your use of the Site may be deleted and is not returnable to you.

Benefit of Terms and Conditions

APN Online (Australia) Pty Limited ABN 93 119 243 944 holds the benefit of all rights conferred on APN or its officers, employees or agents under these Terms and Conditions as trustee for those persons and may enforce those rights on their behalf in its capacity as trustee.

Law

These Terms and Conditions are governed by, and construed in accordance with the law in force in Queensland. The parties submit to the non-exclusive jurisdiction of the court exercising jurisdiction in Queensland, and any court that may hear appeals from any of those courts, for any proceedings in connection with these Terms and Conditions.

Definitions

In these Terms and Conditions:

Material means information, data, text, software, illustrations, photos, audio, video, any combination of these or other material.

Us, we, our or **APN** means APN Newspapers Pty Ltd and/or its related bodies corporate or joint ventures.

Elections:

Responsibility for election comment on this website is taken by Cassandra Di Bello of Level 2, 100 William Street, Sydney, 2011