

CANSTAR BLUE – Website terms and conditions

Version: 19 October 2011

A. Website use and content

Your use of the CANSTAR Blue website ('Website') on each occasion means that you accept the terms and conditions set out on this page and in the [Privacy Policy](#). CANSTAR Blue Pty Limited ACN 142 285 434 ("CANSTAR Blue") may from time to time change the contents of the Website (including these legal notices) without notice. If you do not accept these terms and conditions you must not visit or use the Website.

The information provided in the Website is a guide only and may not be complete for your purposes. CANSTAR Blue does not warrant the accuracy of any information on the Website and recommend that you confirm it with third party product providers before acting on it. Third party product and service information is for information purposes only and must be confirmed with the company quoted. Survey results reflect the survey respondents' subjective opinions of the product or service under consideration.

If CANSTAR Blue requests that you stop using the Website, you must immediately comply with that request.

B. Liability disclaimer

CANSTAR Blue gives no warranty in relation to statements and information contained in the Website and disclaims all liability to the fullest extent possible under the laws of Australia arising from any persons using the Website or acting on the information and statements contained therein. You agree that you use the Website at your own risk and subject to these terms and conditions. CANSTAR Blue assumes no responsibility or obligation to provide updates on any published statement or report. Where the law implies conditions or warranties that are not able to be excluded, CANSTAR Blue's liability shall be limited to the re-supply of the information provided on the Website.

C. Copyright

This website is owned by CANSTAR Blue and subject to copyright. This website may also contain third party supplied material that is subject to copyright. CANSTAR Blue takes no responsibility for the use of information provided on the Website. Except as permitted by the Copyright Act 1968, you may not reproduce, transmit, disseminate, sell, or publish information on the Website without prior written permission from CANSTAR Blue, provided that you may use the information for your private or internal purposes. You may not copy or use any of the graphics or other elements of the Website (including look and feel) within another website. You may link to the Website by text link only, and not within a frame in your website.

Any company and product names mentioned on our website are trademarks or registered trademarks of their respective companies.

D. Links

This website may contain links to other websites ("Link" or "Linked Website"). Such Links do not constitute an endorsement or recommendation of any material on those linked websites or any third party products and services offered by, from or through Linked Websites. Linked Websites are independently owned and CANSTAR Blue has no control over their content. CANSTAR Blue is not responsible for and shall not be liable to any party in relation to the use or content of a Linked Website. You must take your own precautions to ensure that Linked Websites are free from viruses or other potentially damaging material.

E. User contributions to the Website

If you post a contribution to CANSTAR Blue's feedback, blog or forum pages, you agree to the rules set out below ('Rules'). If you breach the Rules, our webmaster may delete the posting, suspend your ability to post, or ban you from posting altogether. The webmaster may use its absolute discretion when taking action in relation to these rules.

The rules apply to anything that you can enter into a field on the CANSTAR Blue website, or that can be published on the CANSTAR Blue website (eg user name, post content, post responses).

1. Content you cannot post on the Website:

- No abuse, insults, personal attacks or foul language
- No trolling, inflammatory comments, personal messages or "religious" debates
- No inappropriate, illegal or defamatory material
- No advertising goods or services to buy or sell, no business advertising
- No cross-posting or spamming
- No content which may contain software viruses;
- No complaints about content (see section 3 below about how to make a complaint).

2. Removal of material

- CANSTAR Blue may in its absolute discretion edit or remove any material from the Website at any time, including material you have posted to the Website.
- In particular (but without limiting our ability to remove other content from the Website) CANSTAR Blue's webmaster will remove material that is defamatory, offensive or illegal immediately upon our becoming aware of it.
- Defamation is where your post lowers or harms the reputation of another person.
- Illegal posts include anything that encourages illegal conduct or breaks the law in any way eg. inciting others to attack a product supplier's website, racial vilification, discriminatory comments on the basis of age, gender, or sexual orientation.
- Offensive content is anything that you wouldn't say in front of a prospective employer or your child's school teacher eg. sexual references and racist comments. It might not be illegal, but if it is offensive, the webmaster will remove it.
- CANSTAR Blue has instructed the webmaster to take a zero tolerance approach to these posts.

3. Complaints about user contributions and posts

- CANSTAR Blue may not moderate or scrutinise every single comment posted to the Website.
- It does not endorse or necessarily agree with user comments and takes no responsibility for those comments.
- If you believe that a user comment is inappropriate, please forward a complaint to the webmaster at enquiries@canstarblue.com.au setting out
 - where the material is located on the Website,
 - why you consider the material to be inappropriate and
 - your name and contact details.
- CANSTAR Blue takes complaints seriously and we will act upon all complaints received provided that the relevant information has been provided.
- If you do not provide your name and contact details with the complaint we may treat it as vexatious and not act on it.
- We aim to deal with complaints promptly but we cannot guarantee that we will read your complaint and act on it within a particular timeframe.

4. Content

- CANSTAR Blue may post comments or respond to posts from time to time. If we do this, we are not to be taken as endorsing or agreeing with the views of any user.
- You should not post or provide to the Website any information that you consider to be confidential or proprietary. All information that we receive from you via the Website is deemed not to be confidential.
- You agree that unless we state otherwise, all communications made to the Website by any means are public;
- You have no expectation of privacy in relation to posts you make to the Website in any location;
- You grant to CANSTAR Blue a perpetual, irrevocable, non-exclusive worldwide, royalty free, licence to use, copy, sub-licence, distribute, display, reproduce, transmit, modify, edit and otherwise exploit any public communication you make with the Website, in all media and for any purpose.

F. Canstar Blue Legal Threats Policies

Our policy in relation to legal threats and demands made against Canstar Blue is at <http://www.canstarblue.com.au/legals/legal-threats-policy.pdf>

G. Viruses

CANSTAR Blue does not represent that any information (including any file) ('Information') obtained through the Website is free from faults or defects, including computer viruses or similar malignant code. It is your responsibility to scan any such files to ensure that they are safe for your use. CANSTAR Blue will not be liable to you or any other person for any loss or damage (however caused) and whether by negligence or otherwise, which may result directly or indirectly from any such information. To the extent that liability may not be excluded, CANSTAR Blue's liability shall be limited (at its choice) to the re-supply of the relevant Information, or the cost of re-supply of the relevant Information.