

## The Pigeon Project – Website / Participant Terms and Conditions

- 1. Your Agreement with JCDecaux.** These terms and conditions constitute your agreement (the “**Agreement**”) with JCDecaux Australia Trading Pty Limited ABN 49 059 604 278 “**JCD**”) in relation to your participation in The Pigeon Project (the “**Project**”), your use of The Pigeon Project website (the “**Website**”), your access to and submission of material to the Website, and your communications with other users of the Website.
- 2. Definitions.** In this Agreement, “**Content**” means all content, material, text, survey responses, photographs, images and any other data or information which you submit through the Website, or which is published on or posted to the Website by you, at your request, or using your username and password; “**Intellectual Property**” includes a group of legislative and common law rights including rights protected under the laws of copyright, design, patent, circuit layouts, confidential information, trade marks, business goodwill and reputation; “[Privacy Policy](#)” means JCD’s privacy policy from time-to-time for the Project and the Website, as set out at or otherwise available on the Website; “**Rules**” means any rules or policies for the Website and the Content of which JCD provides notice to you from time to time; “**Trade Marks**” means THE PIGEON PROJECT and any other trade marks, trade names, business names, logos or devices used by JCD at any time in connection with the Website; “**JCD Intellectual Property**” means all Intellectual Property in the Project, the Website (and any content published on the Website), the Trade Marks, and your Content.
- 3. Membership.** By agreeing to become a member of the Website and to participate in the Project, JCD will make the features of the Website available to you. To be a member you must be 18 years of age or older. You agree to provide such forms of identification to verify your age as JCD may require at the time of subscription and at any time subsequently. You may join under a pseudonym. Apart from that you warrant that all information provided to JCD is accurate and not misleading. Your membership is not transferable. You must at all times keep secure any username or password allocated to you in connection with your use of the Website. You must ensure that no one other than you uses your username and/or password to access the Website or to post any Content. You will be directly liable to JCD for the actions of any such person accessing the Website or posting Content using your username and/or password, and you indemnify JCD against any loss or damage of any kind which it may suffer as a result.
- 4. Purpose of Website.** The purpose of the Website is to create an online insights community through which members can communicate views and opinions to JCD and each other, including through members’ responses to surveys, and for JCD to offer members information and participation in certain community events and promotions. You agree that you will adhere to this purpose and will not use the Website or any Content for any other purpose.
- 5. Your Content.** As part of your membership, you may submit Content to JCD or post certain Content to the Website. Your Content becomes the absolute property of JCD on submission, publication or posting (as applicable) and you assign all Intellectual Property in your Content to JCD. You warrant to JCD that: (a) your Content will comply at all times with the Rules; (b) your Content will not be illegal or in breach of any laws; (c) your Content will not depict or promote any activity in breach of any laws; (d) your Content is not defamatory of any person; (e) your Content is not threatening, abusive, profane, offensive, discriminatory or obscene; (f) you are the sole and exclusive owner of all rights in your Content; (g) the use by JCD or publication of your Content on the Website will not infringe the rights of any third party anywhere in the world; (h) your Content will not contain advertising or promotional material and is not used or intended to be used for any commercial purpose; (i) your Content will not contain any viruses or other material, components or data which may in any way harm or interfere with the Website or any systems, software, hardware or infrastructure maintained or used by JCD or any other person; and (j) you will not create a link or links to the Website by or through which your Content or any other content could be accessed.
- 6. Termination and Taking Down of Content.** Your membership, and the publication of any Content, is at the absolute discretion of JCD. JCD may take down or remove from the Website

any Content at any time without notice to any person, including without limitation in circumstances where JCD receives any complaint, demand or notice in respect of particular Content. JCD may terminate this Agreement and cancel your membership immediately without notice, and without the requirement to provide any reasons, at any time.

7. **Privacy Issues relating to Personal Information.** All personal information, including without limitation name, email address and other contact details, are dealt with in accordance with the Privacy Policy. By agreeing to these terms and conditions you warrant to JCD that you have read and understood the terms of the Privacy Policy and that you agree to them.
8. **JCD Intellectual Property.** JCD is the owner throughout the world of all rights in the JCD Intellectual Property. You acknowledge and agree that you take no interest of any kind in the JCD Intellectual Property.
9. **Disclaimer, Exclusion of Warranties, and Limitations of Liability.** While JCD may take such action as it thinks necessary to screen or monitor the Website, JCD disclaims all liability in respect of and all responsibility for the Website and its content. JCD is not liable to you or any other person in any circumstances for indirect, consequential or incidental damages or expenses of any kind (including, without limitation, loss of profits or other incidental or consequential damages) arising from or relating to the Website or your use of the Website. Unless expressly specified in this Agreement, JCD makes no warranty or representation in relation to the Project, the Website or its content, features or functionality, nor any benefits or advantages of membership. Your use of the Website and participation in the Project is at your own risk. Without limiting the foregoing, JCD makes no warranty that access to the Website will be uninterrupted or error-free, that any defects will be corrected, that the server which hosts and publishes the Website and its content to you are free of viruses or other harmful components. Subject to clause 11 below, all statutory and other warranties, guarantees, promises or representations however made or given, whether express or implied, as to the state or quality of the Website or the Project, or the fitness for use of the Website, are expressly excluded to the fullest extent allowed by law. To the fullest extent to which it may from time to time be lawful to do so, the provisions of all statutes whether now existing or hereafter coming into force and operating directly or indirectly to lessen or otherwise modify or vary or effect in your favour your obligations hereunder, are expressly waived, negated and excluded from this Agreement.
10. **Third Party Sites.** Sometimes the Website, or communications that you receive from us, will include links to third party websites. JCD does not control those third party websites, it makes no representations of any kind in relation to those websites, and it disclaims all responsibility and liability for the content and operation of those websites. You visit any linked third party websites at your own risk.
11. **Provisions which cannot be excluded.** This Agreement will not be read or applied so as to purport to exclude, restrict or modify, or have the effect of excluding, restricting or modifying, the application of all or any of the provisions of the *Competition and Consumer Act 2010*, the *Australian Consumer Law*, or any other statute, Act or law of the Commonwealth of Australia or any State or Territory thereof which by law cannot be excluded, restricted or modified. To the extent that JCD incurs any liability to you under any such law, the liability of JCD will be limited to, at the option of JCD, the resupply of the services provided by JCD under this Agreement, or the cost of resupplying those services.
12. **Indemnity for Breach.** Without limiting JCD's rights, you agree to indemnify JCD and keep JCD indemnified against: (a) all proceedings, claims, actions, demands, penalties or fines made against JCD by reason of or relating to your use of the Website, your Content, or any breach of this Agreement by you; and (b) all costs, damages or expenses incurred by JCD in defending or settling such proceedings, claims or demands including without limitation legal costs on an indemnity basis. Your obligation in this regard survives termination of this Agreement.
13. **Governing Law and Jurisdiction.** This Agreement is made in the State of New South Wales. It shall be construed in accordance with and shall be governed by the laws for the time being

in force in the State of New South Wales and the Commonwealth of Australia. You irrevocably submit to and accept the non-exclusive jurisdiction of any of the courts of the State of New South Wales in relation to any dispute relating to this Agreement. Nothing prevents JCD from commencing any proceedings against you in a court outside of New South Wales.

14. **Miscellaneous.** This agreement is personal to you and you may not assign or novate any of your rights under this Agreement. JCD may assign this Agreement, the benefit of this Agreement, or any of its rights under this Agreement in its discretion. This Agreement, together with the Rules and the Privacy Policy, form the entire agreement between you and JCD with respect to your use of the Website and your participation in the Project. Each provision of this Agreement capable of having effect after termination and each representation and warranty made in this Agreement shall survive the termination of this Agreement.