

WEBSITE TERMS AND CONDITIONS

In these terms and conditions, “We” “Us” and “Our” refers to bentART Incorporated (bentART) ABN 68454331712 on the website <https://bentART.com.au>

We reserve the right to amend this Notice at any time and Your use of the website following any amendments will represent Your agreement to be bound by these terms and conditions as amended. We therefore recommend that each time You access the bentART website You read these terms and conditions.

Your access to and use of all information on this website, is provided subject to the following terms and conditions.

Information Collection, Use and Disclosure

1. bentART collects personal information about you for the following purposes: process and maintain your membership; process and administer entries into the bentART visual arts exhibition; communicate with members; process and administer surveys. If this information is not provided, bentART may not be able to provide these services.
2. We may from time to time share aggregated demographic information with our partners and sponsors. This is not linked to any personal information capable of identifying any individual.
3. Unless you tell us otherwise, bentART may also use this information to send you material about bentART Inc. events or activities.
4. bentART. will not otherwise disclose any personal information unless we seek your

consent or where such disclosure is legally authorised or required, such as in the investigation of a criminal offence, or in compliance with a search warrant, court order or subpoena.

5. bentART is the sole owner of any information collected. We will not sell, share or rent this information in ways different to that indicated in this statement. bentART collects information from members and visitors at several different points on this website.
6. You should also be aware that, as an incorporated body bentART is required by the Associations Incorporation Act 2009 to maintain a register that includes the name and address of every member of the association. In accordance with the Associations Incorporation Act 2009, bentART must provide access to or a copy of the members' register to any person who makes such a request.
 1. From time to time, bentART may use this information to analyse trends, administer the site, track members or visitors' movements and gather broad demographic information for aggregate use. IP addresses are not linked to any personal information.

Site Access

1. When You visit Our website, We give You a limited licence to access and use Our information for personal use.
2. You are permitted to download a copy of the information on this website to Your computer for Your personal use only if You do not delete or change any copyright symbol, trademark or other proprietary

notice. Your use of Our content in any other way infringes Our intellectual property rights.

3. Except as permitted under the *Copyright Act 1968* (Cth), You are not permitted to copy, reproduce, republish, distribute or display any of the information on this website without Our prior written permission.
4. The licence to access and use the information on Our website does not include the right to use any data mining robots or other extraction tools. The licence also does not permit You to metatag or mirror Our website without Our prior written permission. We reserve the right to serve You with notice if We become aware of Your metatag or mirroring of Our website.

Hyperlinks

1. This website contains links to other sites. Please be aware that bentART is not responsible for the privacy practices or content of such other sites. We encourage our members and visitors to be aware whenever they leave our site and to read the privacy statements of each web site that collects personal information. This privacy statement applies solely to information collected and held by bentART.
2. Linking Our website is not permitted. We reserve the right to serve You with notice if We become aware of such linking.
3. If your business wishes to link to our Website, then a request in writing is required and we reserve the right to refuse such linking.

Intellectual Property Rights

1. The copyright to all content on this website including graphics, images, layouts and text belongs to bentART or We have a licence to use those materials.
2. All trademarks, brands and logos generally identified either with the symbols TM or ® which are used on this website are either owned by Us or We have a licence to use them. Your access to the bentART website does not license You to use those marks in any commercial way without Our prior written permission.
3. Any comment, feedback, idea or suggestion (called "Comments") which You provide to Us through this website becomes Our property. If in future We use Your Comments in promoting Our website or in any other way, We will not be liable for any similarities which may appear from such use. Furthermore, You agree that We are entitled to use Your Comments for any commercial or non-commercial purpose without compensation to You or to any other person who has transmitted Your Comments. Your comments and reviews may be removed by Us at Our discretion.
4. If You provide Us with Comments You acknowledge and warrant that You are responsible for the content of such material including its legality, honesty, originality and copyright.

Disclaimers

1. Whilst We take all due care in providing Our services, We do not provide any warranty either express or implied including without

limitation warranties of merchantability or fitness for a particular purpose.

2. To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.
3. We also take all due care in ensuring that the bentART website is free of any virus, worm, Trojan horse and/or malware, however We are not responsible for any damage to Your computer system which arises in connection with Your use of Our website or any linked website.

Limitation of Liability

1. If You are not a consumer within the meaning of Schedule 2 of the Competition & Consumer Act 2010 then this clause applies to You. To the full extent permitted by law, Our liability for breach of an implied warranty or condition is limited to the supply of the services again or payment of the costs of having those services supplied again.
 - a. We accept no liability for any loss whatsoever including consequential loss suffered by You arising from services We have supplied.
 - b. We do not accept liability for anything contained in the post of a user or in any form of communication which originates with a user and not with Us.
 - c. We do not participate in any way in the original transactions between Our users.

Indemnity

1. By accessing the bentART website, You agree to indemnify and hold Us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with Your use of Our website.

Jurisdiction

1. These terms and conditions are to be governed by and construed in accordance with the laws of New South Wales and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in New South Wales and You agree to submit to the jurisdiction of those Courts.
2. If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary, the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

Privacy

1. bentART undertakes to take all due care with any information which You may provide to Us when accessing Our website. However, We do not warrant and cannot ensure the security of any information which You may provide to Us. Information You transmit to Us is entirely at Your own risk although We undertake to take reasonable steps to preserve such information in a secure

manner.

2. Our compliance with privacy legislation is set out in Our separate Privacy Policy which may be accessed at the end of these Terms and Conditions.

PRIVACY POLICY

This policy is used to inform visitors to the bentART website regarding our policies with the collection, use, and disclosure of Personal Information if anyone decided to use our Service.

bentART Incorporated (bentART) respects your privacy. bentART follows current Australian best practice guidelines and the letter, spirit and intent of the Privacy Act 1988 to ensure your privacy is protected.

If you choose to use our Service, then you agree to the collection and use of information in relation to this policy. The Personal Information that we collect is used for providing and improving the Service. We will not use or share your information with anyone except as described in this Privacy Policy.

The terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, unless otherwise defined in this Privacy Policy.

Information Collection and Use

For a better experience, while using our Service, we may require you to provide us

with certain personally identifiable information, including but not limited to name, email addresses and phone number. The information that we request will be retained by us and used as described in the Website Terms & Conditions.

The website uses third party services that may collect information that identifies you.

Link to privacy policy of third party service providers used by the website

- [Google Play Services](#)

Log Data

We want to inform you that whenever you use our Service, in a case of an error in the website we collect data and information (through third party products) called Log Data. This Log Data may include information such as your device Internet Protocol ("IP") address, device name, operating system version, the configuration of the website when utilizing our Service, the time and date of your use of the Service, and other statistics.

Cookies

Cookies are files with a small amount of data that are commonly used as anonymous unique identifiers. These are sent to your browser from the websites that you visit and are stored on your device's internal memory.

This Service does not use these "cookies" explicitly. However, the website may use third party code and libraries that use "cookies" to collect information and improve

their services, sometimes known as session cookies. You have the option to either accept or refuse these cookies and know when a cookie is being sent to your device. If you choose to refuse our cookies, you may not be able to use some portions of this Service.

Service Providers

We may employ third-party companies and individuals due to the following reasons:

- To facilitate our Service;
- To provide the Service on our behalf;
- To perform Service-related development and upgrade; or
- To assist us in analysing how our Service is used.

We want to inform users of this Service and that these third parties may have access to your Personal Information. The reason is to perform the tasks assigned to them on our behalf. However, they are obligated not to disclose or use the information for any other purpose.

Security

We value your trust in providing us your Personal Information, thus we are striving to use commercially acceptable means of protecting it. But remember that no method of transmission over the internet, or method of electronic storage is 100% secure and reliable, and we cannot guarantee its absolute security.

Links to Other Sites

The bentART website may contain links to other sites. If you click on a third-party link, you will be directed to that site. Note that these external sites are not operated by us. Therefore, we strongly advise you to review the Privacy Policy of these websites. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services.

Children's Privacy

These Services do not address anyone under the age of 18. We do not knowingly collect personally identifiable information from children under 18. In the case we discover that a child under 18 has provided us with personal information, we immediately delete this from our servers. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us so that we will be able to do necessary actions.

Copyright and Disclaimers

Unless otherwise stated, copyright to all material on this website is owned by bentART and must not be re-used without prior permission from bentART.

Access to and use of this site ('bentart.com.au') is provided by bentART for the sole purpose of bentART and is not available for reproduction or use in commercial activities that may compromise a user's privacy.

Changes to This Privacy Policy

We may update our Privacy Policy from time to time. Thus, you are advised to review this page periodically for any changes. We will notify you of any changes by posting the new Privacy Policy on this page. These changes are effective immediately after they are posted on this page.

Contact Us

If you have any questions or suggestions about our Privacy Policy, do not hesitate to contact us.