

Website terms of use

Last updated 29 April 2019.

These website terms of use govern this website, and any other website operated by Queensland Airports Limited ACN 104 121 824 and/or its related companies (**collectively referred to in this document as QAL, we, us, our or as the context otherwise requires**).

By using our website you agree to comply with and be bound by these terms of use (**Terms of Use**) together with our Privacy Policy, and any other notices, guidelines and rules published on our website. Any changes we may make to these Terms of Use will be posted on this page. Please check back frequently to see any updates or changes.

1. Website contents

Our website and its contents are provided on an “as is” and “as available” basis for your personal and general information only.

We may update our website and change its content at any time without notice to you. Although we aim to ensure the content on our website is up to date, there may be delays, errors or omissions that could affect its accuracy or reliability. We do not guarantee that our website (including any content in it or linked from it) is accurate, complete, up-to-date or free from errors, omissions or unauthorised access.

You may not use our website (including any content on it) for any marketing or commercial purpose unless you have first obtained our express written permission. You may not publish, reproduce, modify, transmit distribute or otherwise commercially exploit or communicate to the public for any purpose any of the content on this Site whether in hardcopy form, electronic form or any other form.

2. Third party content and links

Our website may contain content relating to third parties (including information, advertisements or comments) or links to other sites (**Third Party Content**). Third Party Content is provided for your convenience only and any views expressed by other users on our website or third party sites do not represent our views or values.

We do not endorse and are not responsible for any representations, opinions, advice, statements, goods, services, offers, or other information or content associated with Third Party Content including content on third party sites.

We make no representations or warranties in relation to (or accept any responsibility for) Third Party Content including content on third party sites. We will not be liable for any loss or damage that may arise from your use or reliance on Third Party Content.

3. Linking to our website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our website in any website that is not owned by you. Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our website other than that set out above, please contact Queensland Airports Marketing Manager at marketing@qldairports.com.au.

4. Your use of our website

You must not access or use our website (including using or posting any content) in any way which:

- causes, or may cause, damage to our website, alterations to our website or impairment of the availability or accessibility of our website;
- is unlawful, illegal, fraudulent or harmful or is connected with any unlawful, illegal, fraudulent or harmful purpose or activity;
- is or may be considered to be threatening, harassing, abusive, degrading, hateful, defamatory, intimidating, violent, obscene, indecent, pornographic, fraudulent, false, inaccurate, an invasion of a person's privacy or otherwise objectionable; or
- infringes any copyright, intellectual property rights, moral rights, duty of confidentiality or rights of any third party.

We can remove any post you make on our website if we believe the post is unacceptable.

Unless specified otherwise (for example in our Privacy Policy), any content you upload to our website will be considered non-confidential and non-proprietary. You agree we may use, copy and distribute any content you upload to our website or any information associated with your use of our website for any purpose including disclosing to third parties. We are under no obligation to maintain your content in confidence, compensate you for any content submitted or respond to any of your comments.

You must not do anything which violates or attempts to violate the security of our website or otherwise misuses our website including by knowingly introducing any viruses, worms, malware, Trojan horses or other material which is malicious or harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website.

5. Intellectual property rights

Unless otherwise indicated, we are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our website for your personal use and you may draw the attention of others within your organisation to content posted on our website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.

You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

By posting or adding any content onto the website, you grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use that content in any way (including, without limitation, by reproducing, changing, and communicating the content to the public) and permit us to authorise any other person to do the same thing.

You consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.

6. No reliance on information

The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website. Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up-to-date.

7. Limitation of our liability

To the full extent permitted by law, we exclude all representations, warranties, conditions or any other terms which may apply to our website, any content on it or linked from it including Third Party Content (whether express or implied) other than those expressly set out in these terms of use.

Your use of our website is entirely at your own risk. In particular we exclude to the extent permitted by law, any liability to you (whether in contract, tort (including negligence), statute or otherwise) arising under or in connection with:

- your use of, or inability to use our website;
- your use of or reliance on any content displayed on or linked from our website;
- any losses resulting from a security failure or computer viruses; or
- any loss of profits, sales, business opportunity, goodwill, reputation, anticipated savings, data, opportunities or revenue, business interruption or any indirect, special or consequential loss resulting from your use of, or inability to use, our website or its content.

If despite the above, a court says that we are liable to you, that liability will be limited (at our election) to either re-supplying the affected service, goods or content to you or refunding any amounts you have paid us for it.

8. Viruses

We do not guarantee that our website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our website. You should use your own virus protection software.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of-service attack. In the event of such a breach, your right to use our website will cease immediately.

9. General

We may terminate your access to all or any part of our website at any time at our discretion without notice.

All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers and limitations of liability.

If we decide not to exercise or enforce any right that we have against you at a particular time, then this does not prevent us from later deciding to exercise or enforce that right.

Any part of the Terms of Use that is either wholly or partly unenforceable will be severed to the extent necessary to make the remaining components of the Terms of Use enforceable.

These Terms of use and your use of our website are governed by the laws of Queensland and you are responsible for compliance with the laws of that jurisdiction when accessing our website.