

Website terms of use

Welcome to the Melbourne Airport website, which is provided by Australia Pacific Airports (Melbourne) Pty Ltd (ACN 076 999 114) ("**Melbourne Airport**", "**we**", or "**us**"). These website terms and conditions of use ("**Terms**") apply to your use of the website even if you are just browsing, so it's important that you read and understand them.

This website may contain links to other websites and/or services that are also operated by Melbourne Airport ("**Services**"). Your use of each of these Services may be subject to additional terms and conditions that supplement these Terms.

In using this website, you agree to be bound by these Terms and our Privacy Policy, <https://www.melbourneairport.com.au/Passengers/Privacy-policy>, together with any additional terms and conditions displayed for the Services.

If you don't agree to these Terms, then you must not use this website.

Your use of this website

This website is for your personal, non-commercial use, unless otherwise approved by us.

You are free to simply browse our website to learn more about us and what we do. You should carefully consider whether this website and the services we provide are suitable for your needs, and get independent advice if you need it.

The website, or parts of the website, may offer registration. Regardless of whether you are registered with us, you must not:

- (a) post or transmit anything to this website that is misleading, fraudulent or unlawful or is otherwise threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable;
- (b) restrict or stop other users from using or enjoying this website or the services offered on this website;
- (c) modify, copy, distribute, transmit, display, perform, reproduce, publish or license any material on this website;
- (d) post, submit or publish any content to this website that you do not have the right to use or do not own (or which would infringe on anyone else's rights);
- (e) use or attempt to use any material published on the website to create any web site or publication;
- (f) transfer or sell any information, functionality or products or services offered on the website, or represent that you are entitled to do so; or
- (g) engage in conduct that is disruptive or detrimental to Melbourne Airport and its operations or in any way unlawful.

If we believe that you have not complied with these Terms at any time, we may immediately cancel or terminate your access to this website, or restrict your use of the website, and you agree that we may do so without prior notice to you and without liability to you or anyone else.

Account Management

If you wish to use our services, post content, access content, or comment on content on our website, you may first be required to create an account with us.

If you do register and create an account, your use of the website will also be subject to any relevant agreements and policies which apply to your registration.

If at any time you cease to use our services, your account may be cancelled by us at any time, and you will no longer be able to use our website as a registered user. You are still free to browse and otherwise use our website, subject to these Terms.

Without prior notice and without liability to you or anyone else, we have the right to immediately remove, cancel, terminate or suspend access to your registered user account, or otherwise restrict your access to the website, if at any time we believe you have not complied with these Terms or any other agreement with us.

It is your responsibility to keep your password and other account details secure. If you believe your account has been or may be accessed by an unauthorised user, it is your responsibility to update your account details and to notify us of any potential security breach or fraudulent activity.

Our content

Everything on this website is either owned by us or is licensed to us. This includes the design, compilation and look and feel of the website, all copyright, trademarks, designs and other intellectual property on the website. We also own the trade marks, logos and trade names displayed on the website (unless otherwise stated).

You must not copy, reproduce, adapt, transmit or distribute any of our content or use any of our intellectual property in any way not expressly stated in these Terms (or otherwise allowed by law).

Our responsibilities

We do our best to provide current and accurate information on this website. But things change from time to time, and so we may need to correct statements and representations made on this website.

Any prices shown on this website are in Australian dollars (inclusive of GST), unless otherwise specified. Prices are current at the time of publication and are subject to change at any time without notice.

The website will usually be available 24 hours a day, seven days a week. Sometimes the website (or parts of the website) will be unavailable while we conduct maintenance, or for technical or other reasons. We'll try to give you notice before any planned outages, and will try to keep interruptions to a minimum.

Your personal information

The personal information you provide to us must be accurate and complete.

Any personal information you provide to us will be collected, used and stored for the purpose of providing information about our products or services, processing your applications, communicating with you as a member of our community, or as otherwise stated at the point of collection or in our Privacy Policy (<https://www.melbourneairport.com.au/Passengers/Privacy-policy>).

Security

We've taken reasonable steps to make the website secure. You must not violate or attempt to violate the security of the website. You must not:

- (a) access data or any part of the website that is not intended for you or which you are not authorised to access;
- (b) pretend that you are someone else;
- (c) pretend that you represent someone who you do not actually represent;
- (d) probe, scan or test a system or network to breach security or authentication measures;
- (e) access, acquire, copy or monitor any content without our authorisation;
- (f) act in a manner that could introduce viruses, worms, malicious software or other risks to the website, our services, our systems or those of any other person;
- (g) act in a manner that could cause Melbourne Airport to be in breach of any law;
- (h) impose an unreasonable load on our systems or networks; or
- (i) attempt to obtain goods or services to which you are not entitled.

Cookies

This website uses cookie technology in order to provide information and services to website visitors. Cookies are pieces of information that a website transfers to your computer's hard disk for record keeping purposes and are a necessary part of facilitating online transactions. Most web browsers are set to accept cookies. Cookies are useful to estimate our number of users and determine overall traffic patterns through our website.

If you do not wish to receive any cookies you may set your browser to refuse cookies, however you will not be able to take full advantage of the services available on our website.

Links to other sites

This website may contain links to other websites which are owned by third parties, such as our partners and supporters. These links are provided solely for your convenience and are not an indication that we endorse the products or services that are provided by that website. When accessing third party sites and using those products and services you agree and undertake to do so at your own risk.

Disclaimer regarding flight information

We exclude all liability for any loss, cost, damage or claim suffered, incurred, or accrued by you for usage of the flight information displayed on this website. To the fullest extent permitted at law, we make no warranties or representations as to the flight information displayed on the website. We further make no promises regarding the correctness, completeness, reliability or otherwise of displayed flight information. This disclaimer does not limit the "Our liability to you" section below.

Our liability to you

To the maximum extent permitted by law, all conditions, rights, remedies, liabilities and other terms implied by law are excluded from these Terms and we are not liable for any loss, cost, damage, or claim suffered, incurred, or accrued by you or any other person and arising out of the use of this website or any of its content.

Subject to the Australian Consumer Law (Schedule 2 of the *Consumer and Competition Act 2010*), this website is provided on an "as is" basis without warranties of any kind, either express or implied and Melbourne Airport make no warranties or representations as to or in connection with this website or the information, software, materials, goods, products, or services available from time to time on or via this website.

We do not promise that the content on this website (or your access to it) will be uninterrupted or error-free, that any defects will be corrected, or that the website or content are free of viruses or any other harmful components. We make no promises regarding correctness, completeness, reliability or otherwise regarding your access to the website or your use of it. We are not liable to you for any loss claimed or incurred by you or others as a result of any lack of availability. To the maximum extent permitted by law, we and our related entities will not be liable to you, whether in contract, tort (including negligence) or otherwise for any loss of profit, business, goodwill, revenue, customers, capital, reputation, data, anticipated savings or benefits or any other damages such as direct, indirect, incidental, special, punitive, consequential or similar damages arising from your use of this website or its content or services.

Without limiting any other provision of these Terms, to the extent our liability cannot be excluded, any liability incurred by us in relation to your use of this website is limited (at our election) to the re-supply of any goods or services supplied to you by us or payment of the cost off re-supplying those goods and services, and otherwise in aggregate to payment in the amount of \$10.

Your liability to us

To the maximum extent permitted by law, you acknowledge and agree that you are liable and solely responsible for:

- (a) your use of the website, and any information gained through the website;
- (b) any content you submit via the website;
- (c) your breach of anyone else's intellectual property rights;
- (d) your breach of these Terms;
- (e) your breach of any other agreement with us or our related entities; and
- (f) your breach of any applicable law.

We are not responsible to you or to any other person for all claims, liabilities, costs, expenses (including legal fees) and loss arising in any way from any of the matters set out in this section ("**claims**") and you agree to indemnify us, our directors, officers, employees and agents from and against all such claims.

We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defence of such claims.

Changes

We may from time to time make changes to these Terms, and it is your responsibility to ensure that you check these Terms when you visit our website. Your continued use of this website means that you have accepted any changes we've made.

Governing law

These Terms are governed by the laws in force in the State of Victoria, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the State of Victoria, Australia and any courts which may hear appeals from those courts.

Investigations

If we consider there are reasonable grounds for suspecting illegal or unacceptable usage of the website or services, we may take such action as we deem appropriate in the circumstances, including (without limitation) co-operating fully with Commonwealth and State Policies and other governmental entities and organisations investigating unlawful activity or behaviour.

Last updated: 5 October 2020