

We are GOLD Educational Tours (AUST) PTY LTD (ACN 659 076 365) (**GOLD**). 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. We’ve tried to make the wording of these Terms clear and easy to read. If you read something in these Terms that you’re not sure about, then please ask someone to explain it to you.

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 **GOLD**.

You’re 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.

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;
- c. modify, copy, distribute, transmit, display, perform, reproduce, publish or license any material on this website;
- d. use or attempt to use any material published on the website to create any web site or publication; or
- e. transfer or sell any information, functionality or products or services offered on the website, or represent that you are entitled to do so.

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.

Your content

You will retain copyright in everything that you post or submit to the website (“**Content**”). By submitting Content to the website you:

- a. promise that you own or have the right to use any Content that you submit on or via the website, and that use of your Content on or via the website won’t infringe anyone else’s rights; and
- b. you give us a perpetual, irrevocable licence to publish, copy, alter and communicate your Content on or via our website for the purpose of operating the website and providing the services available via the website.

Your Content will only be publicly available if you post it in a public place on the website (such as via the guests or host forums).

We may edit, modify, delete, remove or take down any Content which we believe (in our sole discretion) is in breach of these Terms, without notice to you.

User Submitted Content

The following submissions of your content may be used in marketing and promotional material by us including print, television, radio and online promotions (“**User Submitted Marketing Content**”):

- a. reviews and surveys (ratings and associated comments) submitted by you through GOLD’S Homestay Management System (CRM) or associated forums
- b. text, sound recordings, videos and images submitted by you to **GOLD**, its subsidiaries and/or its licensees/franchisees via email, social media platforms or other medium for the purpose of sharing your positive experience
- b1. Examples of content submitted meeting the threshold of b. would be:

- Photos of activities engaged with hosts and guests
- Written stories of positive interactions
- Reviews of positive service delivery

User Submitted Marketing Content may be used in part or in whole and may be edited and/or altered for the purpose of meeting marketing and promotional specifications.

By submitting User Submitted Marketing Content, you are confirming that you are the perpetual owner of the copyright of said materials, and that you licence **GOLD** its subsidiaries and/or its licensees/franchisees to make the content publicly available for promotional purposes.

We confirm that any User Submitted Marketing Content used in any marketing or promotional purposes shall not contain any personally identifying information or personal information ("PI") as detailed in [GOLD Privacy Policy](#)

Our content

Everything on this website (excluding your Content) 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 trademarks, 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

GOLD does its 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). 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 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. If you register as a host, you agree that **GOLD** may carry out reasonable security and identity checks at any time.

Any personal information you provide to **GOLD** 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 the GOLD host family community, or as otherwise stated at the point of collection or in our [GOLD 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:

- access data or any part of the website that is not intended for you or which you are not authorised to access;
- pretend that you are someone else;
- pretend that you represent someone who you do not actually represent;
- probe, scan or test a system or network to breach security or authentication measures;
- access, acquire, copy or monitor any content without our authorisation;

- f. impose an unreasonable load on our systems or networks; or
- g. 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 **GOLD** endorses 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.

Our liability to you

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.

Subject to the Australian Consumer Law (Schedule 2 of the *Competition and Consumer Act 2010*), this website is provided on an "as is" basis without warranties of any kind, either express or implied and **GOLD** makes no warranties or representations as to the information, software or materials available on this website. To the extent liability cannot be excluded, any liability incurred by **GOLD** 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 **GOLD** or payment of the cost off re-supplying those goods and services, and otherwise in aggregate to payment in the amount of \$10.

To the maximum extent permitted by law, all conditions, rights, remedies, liabilities and other terms implied by law are excluded from these Terms and **GOLD** is not responsible to you or anyone else for any loss arising out of the use of this website, or any of its content.

To the maximum extent permitted by law, **GOLD** and its 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.

Your liability to us

You are liable and solely responsible for:

- a. your use of 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 your agreement with us (such as a host agreement); 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 clause ("**claims**") and you agree to indemnify us, our directors, officers, employees and agents from all claims.



WEBSITE TERMS & CONDITIONS

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's your responsibility to ensure that you check these Terms each time 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 Western Australia, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the State of Queensland, Australia and any courts which may hear appeals from those courts.

Updated: January 2024