

### ‘BLUESCOPE SUPPORT MATERIALS’ WEBSITE

#### TERMS OF USE

##### Owner of the Site and its Operation

1. BlueScope Steel Limited (ABN 16 000 011 058) of Level 11, 120 Collins Street, Melbourne, VIC 3000 (“**BlueScope**”) owns and operates this site located at [COLORBOND.COM/MATT/SUPPORT](http://COLORBOND.COM/MATT/SUPPORT). This site is only for use by BlueScope customers invited by BlueScope to access and use the site. If you are not such a customer, please leave the site immediately and do not use or download any material on the site. Any such use or download is not permitted. Dissemination of the site URL without BlueScope’s prior approval in writing is strictly prohibited.

These Terms of Use apply in addition to and operate in conjunction with the general BlueScope website Terms and Conditions available at <http://www.bluescopesteel.com.au/footer/terms-and-conditions>. In the extent of any inconsistency between the general BlueScope website Terms and Conditions and these Terms of Use, these Terms of Use shall prevail.

##### Acceptance of these Terms of Use

2. Use of and access to this site and the materials made available via this site is subject to the terms and conditions contained in this document and the Colorbond® steel Matt Brand Guidelines (known collectively as the “**Terms of Use**”). By browsing or accessing or downloading or using the services and contents/materials on this site, you agree to these Terms of Use.
3. By visiting, using and/or downloading any material from the site, you affirm that you are a BlueScope customer invited by BlueScope to visit the site, either 18 years of age or older, or an emancipated minor, or possess legal parental or guardian consent. You also affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. Any person or entity that does not meet these criteria is not permitted to use the site or download any material from the site.

##### Disclaimer

4. Reasonable efforts are taken to ensure that the content and materials on this site is accurate and up-to-date, however, BlueScope makes no warranties or representations about accuracy, correctness, reliability, legal compliance of or completeness of the content or materials provided, unless otherwise stated in these Terms of Use or in writing by an authorised representative of BlueScope.
5. BlueScope will not be responsible for any incorrect or inaccurate information whether caused by any of the equipment or programming associated with or utilised with the site, or for any

technical or human error which may occur in the course of the operation or administration thereof.

## **Modifications**

6. BlueScope may revise these Terms of Use at any time, without notice, by an updating of this site. All changes are effective from the date of posting the revised Terms of Use on this site. Any updated version of the Terms of Use will immediately supersede any prior version. We recommend re-visiting this page from time to time to review the latest Terms of Use. Certain provisions of these Terms of Use may be modified by local notices or disclaimers located on particular pages of this site.
7. BlueScope may make changes to and/or remove any material on this site and terminate or modify the site itself at any time without notice.

## **Your Rights and Obligations**

8. You may access the content and materials on the site solely:
  - a) for your information and for the purposes set out on the site and these Terms of Use; and
  - b) as intended through the normal functionality of the site.
9. Permission is granted to you to view, and if you are an eligible customer (as outlined in the Licence terms section below) to download, content and materials on the site, as a visitor to this site. Any use of the materials and information on this site, including reproduction for any purpose, modification, distribution, republication, adaptation, or commercial exploitation, without the prior written permission and approval of BlueScope, is strictly prohibited.
10. You agree that you will not use this site for any purpose that is unlawful, or prohibited by these Terms of Use. You agree that you will not use this site to spam, transmit or upload any material that contains viruses or any other harmful programs or that breach any laws including intellectual property or privacy rights, interfere with or disrupt this site or attempt to gain unauthorised access to any restricted sections of the site.
11. You must insure that any materials downloaded or requested via the site are used in a lawful manner and in compliance of any applicable laws, including but not limited to the Australian Consumer Law (as contained in the Competition and Consumer Act 2010 (Cth)), the Spam Act 2003 (Cth) and the Privacy Act 1988 (Cth). Materials provided via the site must not be used in a manner that is misleading or deceptive, or is likely to mislead or deceive. Any email templates provided must only be sent in compliance with the Spam Act, including only where there is consent to send the EDM, and an unsubscribe and contact details for the sender (i.e. you) have been appropriately included in the EDM.
12. In order to use this site, it is your responsibility to procure access to the Internet, to pay any costs associated with that access and to acquire any hardware and/or software necessary to facilitate the services and download and printing of materials available via the site.

## **Liability**

13. You use this site at your own risk. To the maximum extent permitted by law, everything on the site, or obtained by use of or access to the site, is provided "as is" without any warranty of any kind.
14. To the full extent permitted by law and except as otherwise provided herein, BlueScope excludes all terms, conditions, warranties or representations whether express or implied. To

the full extent permitted by law, BlueScope excludes all liability howsoever arising (including from negligence, under statute, common law or equity) for any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in connection with any goods or services supplied by BlueScope, or in connection with this site, site content and materials and these Terms of Use. Nothing in these Terms of Use limits, excludes or modifies the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 or any other implied warranties under the ASIC Act or similar consumer protection laws in Australia, except where BlueScope is legally permitted to do so. If it is legally permitted to do so, then BlueScope limits its liability to the following: (1) in the case of goods, one or more of the following at BlueScope's discretion: (a) the replacement of the goods or the supply of the equivalent goods; (b) the repair of the goods; (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (d) the payment of having the goods repaired; and (2) in the case of services, one or more of the following at BlueScope's discretion: (a) the supplying of the services again; or (b) the payment of the cost of having the services supplied again. This clause survives the termination or revocation of the License and/or access to the site.

15. BlueScope assumes no responsibility for any technical malfunction, error, omission, interruption, deletion, delay in operation or transmission, communication line failure, virus, bug, tampering, theft or destruction or unauthorised access to the site, or any injury or damage to any person's computer related to the use of the site, or the uploading of material or downloading of any software/material (where permitted) from the site.
16. BlueScope is not responsible for the content of any site linked to or from this site. Any links provided are for your convenience only and are not an endorsement of the companies or products/services referred to on sites to which this site links and BlueScope has no responsibility for the condition, content or operation of any such sites and shall not be liable for any damages or injury arising out of or resulting from access to or use of such sites. If you click on a link to another site, you do so entirely at your own risk.

## **Indemnity**

17. You indemnify BlueScope, its related bodies corporate, directors, employees, agents and representatives, from and against all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered as a direct or indirect consequence of you accessing and/or using this site, sharing a link to this site without written authorisation to do so from BlueScope and/or downloading, requesting or using any material available via the site. This clause survives the termination or revocation of the License or access to the site.

## **Miscellaneous**

18. These Terms of Use shall be governed by and construed in accordance with the laws of Victoria, Australia. You irrevocably and unconditionally agree to submit to the exclusive jurisdiction of the courts of Victoria, Australia.
19. If any provision of these Terms of Use shall be unlawful, void or for any reasons unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.
20. Nothing in these Terms of Use shall be construed to place the parties in the relationship of partners or joint venturers nor shall any party act as agent of the other party. The parties are independent contractors.

## **Privacy**

21. Please see our privacy policy on this site (and at [www.bluescopesteel.com.au/footer/privacy](http://www.bluescopesteel.com.au/footer/privacy)) for details about how we collect, store, handle and use personal information provided to us.

## Intellectual Property

22. All materials and content on the site, including but not limited to any and all trade marks, service marks, designs, products, software, images, sound recordings, video recordings, content downloads, streaming audio, streaming video, and other audio visual materials, are the property of, or used under license by, BlueScope and are subject to copyright and other intellectual property protection. This site contains commercially sensitive and valuable information which is both confidential and protected by copyright. Brands, logos, images and tag-lines are registered or unregistered trade marks owned or used under license by BlueScope.
23. Unless otherwise authorised in these Terms of Use and/or by BlueScope in writing, it is illegal to copy, reproduce, sell, distribute, use, modify, adapt or transmit by any means or otherwise exploit this site or anything (including any image, written information, drawing or design, downloadable material or other content) contained on it for any commercial purpose.
24. Ownership or copyright in any image, drawing, design, downloadable material or other content owned or licenced by BlueScope will not pass to you at any stage. BlueScope reserves all its rights.

## Licence granted to eligible BlueScope Customers

25. BlueScope will make available at the site selected materials for download ("**Licenced Works**") by businesses and/or person who are a customer of BlueScope and who have been invited to download and use the Licenced Works by BlueScope (each a "**Licensee**").
26. BlueScope grants Licensees a limited, non-exclusive, non-transferable and revocable licence to download and use the Licensed Materials in the Territory during the Term in relation to the sale of Colorbond® Steel Matt products ("**Purpose**"), subject to compliance with these Terms of Use, including seeking prior written consent from BlueScope before using any Licensed Works ("**License**"). Nothing in these Terms of Use transfers to the Licensee any ownership, right, title or interest, in the Licensed Works. The Licensee must not sub license, transfer, assign, sell, lease or pledge as security any right arising out of this Licence. The License is only applicable to Licensees (as defined herein) and any use by a third party who is not a Licensee of the Licensed Works will be unauthorised and strictly prohibited, unless prior written approval is obtain from BlueScope.
27. For the purposes of the Licence, the following definitions apply:

**Intellectual Property Rights** means any and all intellectual property rights worldwide, subsisting whether now or in the future, and whether registered or unregistered including designs, copyright, trade marks and service marks including names and logos, patents, inventions, trade secrets, moral rights, trade, business or company names or other intellectual property rights, or any rights to registration of such rights incorporated into the Licensed Works, whether they may be in the form of photograph, drawing, designs, copy, literary piece, music, video, audio and sound recordings, film, print, layouts, logos or any other material in any medium, whether in hard or electronic form, owned or created or used under license by BlueScope (including its employees, contractors or personnel).

**Licensee Materials** means the logo, address and advertising and marketing materials of the Licensee.

**Term** means 30 June 2017 to 31 December 2018

**Territory** means Australia.

28. The site will contain three (3) types of Licensed Works for download, as follows:

- a. Print ready templates; the Licensee is permitted, under the License, to download, print and use the print ready templates for the Purpose in the Territory during the Term, subject to prior written approval by BlueScope. The Licensee is not permitted to edit, add to, detach or otherwise alter the print ready templates (including but not limited to any logos, trade mark notices and disclaimers), with the exception of adding its logo and address in the space allocated within the print ready templates;
- b. Point of sale material; the Licensee can request that point of sale material listed on the Site be provided to it by BlueScope. Whether approval is granted is at BlueScope's absolute discretion. Any point of sale material provided to a Licensee must not be altered in any way and can only be used for the Purpose in the Territory during the Term, in accordance with the display instructions provided by BlueScope; and
- c. General images, logos and copy made available for Licensees to create their own promotional material: the Licensee is permitted, under the License, to download, print, request and use the general images, logos and copy for the Purpose in the Territory during the Term, in Licensee Materials. The Licensee is not permitted to edit, detach or otherwise alter the general images, logos and copy, without prior written approval of BlueScope.

29. In addition to the terms outlined herein, use of any Licensed Works is subject to the Colorbond® steel Matt [Brand Guidelines](#) contained within the sales support pack, also available on the site, which forms part of these Terms of Use.

30. The provision of the License herein in respect to any Licensed Works is conditional upon written approval in advance by BlueScope of all uses of the Licensed Works, and such approval may be conditional. Approval must be sought with reasonable notice, and in the absence of written approval of any materials utilising Licensed Works the Licensed Works must not be used. BlueScope may reasonably request changes to the material utilising Licensed Works where necessary and where required in accordance with these Terms and any additional style and branding guidelines, at its discretion. BlueScope will not be responsible for any delays in the approval process, for any reason.

31. Each Licensee agrees to:

- (a) comply with the Colorbond® steel Matt [Brand Guidelines](#) relating to use of the Licensed Works and ensure that it does not distort or change the Licensed Works, other than as permitted and instructed on the Licensed Work and by BlueScope in writing;
- (b) seek prior approval from BlueScope, before using any Licensed Works in any way;
- (c) ensure that Licensed Works are used only in connection with sale and supply of Colorbond® steel Matt products;
- (d) not combine use of Licensed Works with any other mark or insignia without BlueScope's prior express written consent;
- (e) differentiate between BlueScope products and those manufactured by other companies by ensuring the correct use of the Licensed Works;
- (f) not represent or pass off as Colorbond® steel Matt products, any products which are not Colorbond® steel Matt products;
- (g) provide BlueScope with reasonable assistance in identifying, prosecuting and defending claims with respect to any breaches of Intellectual Property Rights

owned by BlueScope (or any of its related bodies corporate) in respect to the Licensed Works; and

- (h) that BlueScope is not responsible for legal review or legal approval of Licensee Materials.

32. Each Licensee hereby represents and warrants that:

- a) it will not otherwise sub-license sell, assign, transfer or dispose of the Licence without the prior written approval of BlueScope, which approval BlueScope shall be entitled to withhold for any reason;
- b) it will not use the Licensed Works other than as permitted by these Terms of Use;
- c) it will ensure that any claims and information featured about the Licensee and/or its products and services and any other information it uses in any Licensee Material that utilises any Licensed Works, is true and complies with the applicable laws;
- d) it will not undergo any sale, transfer or otherwise which changes the effective control of the Licensee or its operations, without providing notice to BlueScope in advance. In the event of any such notice being provided, BlueScope shall be entitled to withdraw the License immediately without further notice.

33. The Licensee indemnifies BlueScope for any and all losses, damages, expenses, claims, disputes, suits or demands arising out of any act, omission or breach of these Terms of Use or the negligent or fraudulent act or omission of the Licensee or its employees, agents or representatives. This clause survives the termination or revocation of the License.

34. The Licensee acknowledges and recognises that all ownership of the Intellectual Property Rights in the Licensed Works shall at all times remain exclusively with BlueScope or its owners and nothing in these Terms of Use (including under this License) shall transfer any right, title or interest to the Intellectual Property Rights thereof to the Licensee.

35. BlueScope reserves the right to revoke or terminate the License to any person or entity at any time for any reason, including if BlueScope determines, in its discretion, that a potential or actual breach of these Terms of Use has occurred. BlueScope retains the right to take any legal action it deems necessary to ensure the protection of the Licensed Works and compliance with these Terms of Use (including the License terms), including but not limited to against a Licensee.

36. If the Licensee becomes aware of any infringement or suspected infringement of Licensed Works, it will promptly inform BlueScope and will assist reasonably in the defence or prosecution of any related legal proceedings.

37. The Licensee must not use the Licensed Works in any manner likely to breach any law, deceive or cause confusion in the market or do anything which would jeopardise the exclusiveness or distinctiveness of the Licensed Works, or bring BlueScope's reputation or products into disrepute or ridicule.

38. The Licensee must not use or attempt to register any intellectual property rights relating to the BlueScope brand, including any expression which is substantially or deceptively similar to the Licensed Works. If any such expressions are developed, then they may only be used with the approval of BlueScope and all ownership shall be vested solely in BlueScope.

39. Subject to approval in writing by BlueScope, BlueScope consents to the Licensee doing or omitting to do any act at any time in relation to the Licensed Works, which would but for this consent infringe any moral rights (as defined in the *Copyright Act 1968 (Cth)*) it may have.

40. Expiry, revocation, termination or conclusion of the License will not put an end to the obligations of the Licensee under these Terms of Use, and these Terms of Use still apply, including but not limited to any provisions relating to warranties, liability and indemnity. If the License expires or ends or is terminated or revoked by BlueScope, the Licensee will immediately cease use of the Licensed Works for any purpose whatsoever, other than as expressly agreed with BlueScope and will return or destroy (at BlueScope's option) any documents or other materials relating to the Licensed Works.