



TERMS AND CONDITIONS – NO LIMIT

Please take a moment to review our below Terms and Conditions:

1. Definitions and Interpretation

- (a) In these Terms and Conditions unless the context requires:

Business Day means a day on which banking institutions generally are open in Sydney, New South Wales but excluding Saturdays, Sundays and public holidays in Sydney, New South Wales.

Intellectual Property means:

- (i) all intellectual property and other proprietary rights (including without limitation all copyright and trade mark rights) however arising and wherever existing, whether registered or unregistered, relating to No Limit; and
- (ii) any rights to registration of such rights created in both Australia and elsewhere.

Products mean any products sold on the Site by No Limit.

Service/s means any services provided by No Limit, including but not limited to ticket sales and promotions.

Site means the No Limit website being <https://nolimitboxing.com.au/>.

- (b) References to "Company", "we", "us" or "our" are references to No Limit and its subsidiaries, associates, and officers unless otherwise stated.

2. General

- (a) No Limit Management Pty Ltd ACN 166 494 024 (**No Limit**) owns and operates the Site.
- (b) The Site is an information website where you can browse information for general interest and personal use, as well as access to ticket sales hosted by third-parties.
- (c) Your access to the Site is conditional upon your acceptance and compliance with these Terms and Conditions. Your use of, and access to the Site constitutes your agreement to these Terms and Conditions.
- (d) If whole or part of any clause in these Terms and Conditions is illegal, unenforceable or void, the remainder of the Terms and Conditions has full force and effect and enforceability.

3. Information

- (a) Any information, advice or recommendations (**Information**) provided by No Limit is given for general interest and personal use only.
- (b) Any information provided by No Limit is not to be considered professional advice, endorsement or a recommendation.
- (c) Any person relying on any information obtained from this website does so at their own risk.
- (d) This information may not be reproduced or reused in any way or for any purpose without prior written permission from No Limit.



4. Prices and other charges

- (a) All references on the Site to \$ and dollars are to United States of American currency.
- (b) All pricing includes Goods and Services Tax unless otherwise indicated.

5. Delivery and risk

- (a) When delivering the No Limit VIP newsletter, we aim to do the following:
 - (i) deliver the newsletter at delivery email address specified by you; and
 - (ii) deliver the newsletter within the time frame indicated on our site.
- (b) We will endeavour to let you know when we are unable to meet our estimated delivery date however, to the extent permitted by law, we shall not be liable to you for any liabilities, losses, costs, damages, expenses or charges arising out of the late delivery of your newsletter.

6. Your obligations

- (a) You warrant that you will comply with all relevant laws in relation to your use of the Site.
- (b) You agree that you will not:
 - (i) use the Site for any activities that will infringe any third party's rights, or breach any laws, regulations or other industry standards;
 - (ii) use the Site in a way that interferes with other users or patrons use of the Site;
 - (iii) make fraudulent requests or enquiries through the Site;
 - (iv) impersonate another person or use their details without their permission when using the Site;
 - (v) transmit, or post any obscene, defamatory, indecent, or pornographic material on the Site;
 - (vi) hinder the operation of the Site;
 - (vii) knowingly transmit viruses, worms, defects, trojan horses, or similar disabling or malicious code to the Site;
 - (viii) use any spider, robot, site search and retrieval application or other mechanism to retriever or index any portion of the site;
 - (ix) modify any part of the Site; or
 - (x) attempt any of the above acts or engage another person to do any of the above acts.
- (c) You are restricted from:
 - (i) publishing any Site material in any media;
 - (ii) selling, sublicensing and/or otherwise commercializing any Site material;
 - (iii) publicly performing and/or showing any Site material;
 - (iv) using this Site in any way that is, or may be, damaging to this Site;



- (v) using this Site in any way that impacts user access to this Site;
 - (vi) using this Site contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Site, or to any person or business entity;
 - (vii) engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Site, or while using this Site;
 - (viii) using this Site to engage in any advertising or marketing.
- (d) Certain areas of this Website are restricted from access by you and No Limit may further restrict access by you to any areas of this Site, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

7. External links

- (a) The Site may contain links to third party websites not operated by No Limit or related to No Limit.
- (b) You acknowledge and agree that:
 - (i) these links do not indicate (expressly or impliedly), that we endorse the external site or its products or services; and
 - (ii) you access those sites solely at your own risk.
- (c) No Limit has no control over these sites and will not accept any responsibility or liability for any loss or damage suffered by you arising from or caused by any linked site.

8. Viruses, faults and defects

- (a) You acknowledge and agree that–
 - (i) No Limit does not claim that any information or files contained on the Site are free from viruses or other defects and faults;
 - (ii) No Limit has no responsibility or liability to you or any other person for any loss or damage (direct, indirect, consequential or economic), regardless of cause, negligence or otherwise, which may be the result of any such information; and
 - (iii) you are responsible for scanning any information and files contained on the Site for viruses.
- (b) You are responsible for scanning any information on the Site for viruses.
- (c) If No Limit is found to be liable this will be limited to the cost of supplying the information again.

9. Advertising Content

- (a) We may display advertising, sponsored or commercial content (collectively **Advertising Content**) on the Site, and you hereby agree that No Limit may place such Advertising Content on the Site. The mode, manner and extent of the Advertising Content may change from time to time without specific notice provided to you.
- (b) Some Advertising Content displayed on the Site may be based on information collected from tracking technologies. These technologies are used to find tune the Advertising Content to products and services that better suit your needs.



10. Intellectual Property

- (a) You acknowledge and agree that:
 - (i) the copyright in the Site including but not limited to the software design, text, graphics, layout and material (the **Material**) on the Site are owned or licenced by us; and
 - (ii) you must not change, copy, adapt, store in a retrieval system, reproduce, upload, post, transmit, sell, distribute in any way or communicate to the public the Material without prior written consent.
- (b) You acknowledge and agree that:
 - (i) you must not assert any right to or over our Intellectual Property in any manner;
 - (ii) take or appropriate any Intellectual Property as your own;
 - (iii) take any action which would or might invalidate, challenge, oppose or otherwise put into dispute our title to the Intellectual Property;
 - (iv) you must not use any of our Intellectual Property without our prior written consent;
 - (v) you must not use any of the other Intellectual Property for third parties listed on our Site without obtaining the relevant third party owner's written consent; or
 - (vi) cause, permit or assist any other person directly or indirectly to do any of the above acts.

11. Disclaimer

There may be instances where content of the Site contains errors (including typographical), inaccuracies, or omissions that may relate to Product descriptions, pricing and availability. To the full extent permitted by law, No Limit reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice to you.

12. Complaints

- (a) If you have a complaint please fill out and submit a form on the Contact Us Page of the Site.
- (b) We will use our best endeavours to respond to your complaint within Seven (7) Business Days.

13. Changes to Terms and Conditions

- (a) No Limit reserves the right to, at any time:
 - (i) amend, update, change or remove any part of the Site;
 - (ii) suspend or restrict your access to the Site if you are in material breach of these terms; and
 - (iii) stop or suspend operation of the Site.



14. **Privacy**

No Limit is bound by the Privacy Act 1988 (Cth). See our **Privacy Policy** for more information on how and why personal information is collected, held and disclosed.

<https://nolimitboxing.com.au/privacy>

15. **Indemnification**

- (a) You hereby indemnify to the fullest extent No Limit Boxing from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

16. **Warranty and Liability**

- (a) No Limit does not warrant that its Products and Services will be suitable for any particular purpose.
- (b) In consideration for being given access to the Site, you release and forever discharge No Limit, its employees, servants and agents from all and any liability to you of any nature whatsoever in respect of any losses, damages (whether indirect, direct, consequential or otherwise), liabilities, claims or expenses whatsoever arising directly or indirectly from use by you or any other person of the No Limit Site, Services or any of the links provided on the Site or reliance by you or any person upon information contained or downloaded from this Site.
- (c) All implied warranties are excluded to the full extent permitted by law.
- (d) No Limit's liability and that of its employees, servants or agents for any breach of any warranty or condition implied by law or other, and which cannot be excluded is limited to the extent possible, at No Limit's option to:
 - (i) the supply of the relevant Products and Services again;
 - (ii) repair of any Products; or
 - (iii) payment of the cost of having the Products or Services supplied again or repaired.

17. **Severability**

If any provision of these Terms and Conditions is deemed invalid, void or for any reason unenforceable, that provision shall be deemed severable from the other provisions of these Terms and Conditions and shall not affect the enforceability of any other provision of these Terms and Conditions.

18. **Governing Law**

These Terms and Conditions will be governed, read and construed in all respects with the laws of the State of New South Wales, Australia.

19. **Entire Agreement**

- (a) These Terms and Conditions constitute the entire agreement of the parties and supersedes all prior understandings, negotiation, agreements, written or oral, express or implied.
- (b) No waiver or breach of any term of these Terms and Conditions shall constitute a precedent or a waiver of any succeeding or other breach of the same.