

ACMI Websites Terms of Use

Introduction

Welcome to the ACMI websites. ACMI websites are all websites and applications operated and presented by the Australian Centre for the Moving Image ("ACMI").

These Terms of Use apply to all users of all ACMI websites (also referred to below as the 'ACMI website').

Please read the Terms of Use carefully before using an ACMI website.

If you do not agree to these Terms of Use, you may not use any ACMI website.

1. Access to ACMI websites

By accessing an ACMI website and any of the Website Content contained or hosted on it/them, you agree to be bound by and comply with these Terms of Use, and other rules and requirements specified on the accessed website. You also agree that, in your use of any ACMI website you will comply with all applicable local, national, and international laws and regulations.

ACMI will terminate a registration to an ACMI website if ACMI, in its absolute discretion, determines that you have contravened these Terms of Use or any licence terms relating to Website Content.

You agree not to circumvent, disable or otherwise interfere with security-related features of an ACMI website or features that prevent or restrict use or copying of any Website Content or enforce limitations on use of the ACMI website or the Website Content on the ACMI website.

2. Access to ACMI websites by Children

Please note that ACMI websites are not specifically dedicated to children and ACMI does not actively solicit information from children. Some Website Content on ACMI websites may contain language or images which are unsuitable for viewing by children.

Children under the age of 13 must have a parent or guardian supervise them on an ACMI website or provide consent before submitting information to an ACMI website. If you are a parent or guardian and you provide your consent to your child's use, you will ensure that your child is not exposed to inappropriate material and you agree to be bound by these Terms of Use in respect of your child's use of the ACMI website.

ACMI accepts no responsibility for any exposure of children to inappropriate material contained within the Website Content.

3. Variations to ACMI websites

ACMI may change the Website Content on, and access to, any ACMI website, without notice.

ACMI is entitled to make changes to these Terms of Use and other rules from time to time. Use of or access to an ACMI website after the changes become effective will be taken as acceptance of the changes.

4. Copyright

ACMI is committed to respecting copyright and other intellectual property rights, while aiming to make our collections and information easily accessible to the public. Material published on the ACMI websites is protected by copyright and, where applicable, moral and cultural rights.

(i) Text

Unless otherwise noted, all of the text published on the ACMI websites is licensed on a Creative Commons Attribution Licence (CC-BY) basis. Under the terms of this licence you may distribute, reuse and build upon the text from the ACMI websites, but you must attribute ACMI as the source of the information.

(ii) Images & Audio-visual material

Images, sounds and audio-visual material are licensed separately to text. It is your responsibility to check the copyright and acknowledgement statement associated with these resources before you re-use them. ACMI is committed to providing as much open access content as it can and will indicate clearly when such material is available under a Creative Commons Attribution (CC-BY) license.

(iii) Third Party Copyright

ACMI does not own the copyright in all the material on the ACMI websites. In such cases the copyright or intellectual property rights in the material belongs to third parties and has generally been published on this website under a licence agreement. This does not authorise you to copy, modify or distribute that material. You may be required to obtain permission from the copyright owner for such uses.

Please forward enquiries and requests for permission to ACMI's Licensing Team by email at: rights@acmi.net.au

(iv) Cultural rights

Indigenous works may have additional legal and cultural issues, for instance because they include secret or sacred information, or information obtained without the consent of the relevant indigenous people. You may be required to seek cultural clearances from Aboriginal and Torres Strait Islander communities, families, individuals or organisations before you access or reproduce some Aboriginal and Torres Strait Islander material.

(v) Attribution

Please acknowledge ACMI as the source of information for 'ACMI owned content'. The following copyright credit line must be used, unless otherwise stated: "© Australian Centre for the Moving Image" and, if reused online, link back to the appropriate ACMI web address/URL.

Use of ACMI's marks or logo must be approved in advance by our Licensing Team.

(vii) Take Down Notice and Enquiries

ACMI supports the intellectual property rights of others and every reasonable effort has been made by ACMI to locate, contact and acknowledge copyright owners. Any copyright owner not properly identified and acknowledged on this website should contact ACMI's Licensing Team at: rights@acmi.net.au so that corrections can be made.

A take down request may be made using this take down form.

[Take down request form](#)

5. No Warranty /Liability

ACMI provides the content and material on ACMI websites for information purposes only. ACMI makes no warranty or representation in relation to:

- a) the accuracy or authenticity of the content or material on the ACMI websites;
- b) the functionality or operation of the ACMI websites or the features contained in them;
- c) the material on this website or any linked website being free from viruses or defects, or that access to the websites will be uninterrupted; and
- d) the use of any material appearing on the ACMI websites not infringing the rights of third parties.

To the extent permitted by law, ACMI excludes all conditions, warranties, representations or other terms which may apply to the ACMI websites or any content on the ACMI websites, whether express or implied. ACMI will not be liable to any user for any loss or damage whether in contract or tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with your use of, or inability to use, ACMI websites, ACMI WiFi or your use of or reliance on any content on the ACMI websites, provided that, nothing in these Terms of Use shall restrict or exclude any liability that ACMI has to any party which cannot be excluded by law.

Any work or copyright material submitted by you to an ACMI website will be subject to these Terms of Use. For some ACMI websites, a separate licence agreement must be entered into between you and ACMI before a submission may be made.

ACMI disclaims all responsibility for any data charges incurred as a result of accessing ACMI websites through a mobile device.

6. Social Media

ACMI maintains a presence on several social networking platforms, such as Facebook, Instagram, and Twitter, and ACMI also republishes some third-party social networking content on our website.

If ACMI allows users to upload information and material to an ACMI website, ACMI reserves the right to publish and remove such information and material at our sole discretion and without prior notice.

By uploading, posting or distributing information, material or modifications to any ACMI website, you expressly agree that such information, materials or modifications may be freely used, copied and distributed by ACMI and others, without your permission, in any medium throughout the world. To the extent you wish to upload, post or distribute information, materials or modifications to an ACMI website that you do not own, ACMI requires you to obtain any necessary permissions from the third party owners before doing so. You acknowledge and agree that you will not upload, distribute or otherwise post any information, materials or modifications to an ACMI website that is, or may be, libellous, defamatory, threatening, abusive, unlawful or that encourages a criminal offence; contains any viruses or other code, file or program that is designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment; infringes the copyright or other personal or proprietary rights of any third party; is intentionally false or misleading; or contains any advertising, promotional, or solicitous material ('Inappropriate Communications').

You indemnify ACMI, and any sublicensee of ACMI, against any loss, damage, cost or expense suffered or incurred as a result of or arising from your publication or contribution of such information, materials or modifications to an ACMI website. ACMI may make complaints or institute proceedings in relation to repeated submissions of Inappropriate Communications.

8. Links to Third Party Websites

ACMI websites include links to other sites, including those operated by other Government bodies, commercial organisations and individuals.

Each link to another website is provided by ACMI for assistance only. In providing those links, ACMI does not endorse or make any representation or warranty regarding the products, services or information available via any linked website, or in respect of the owner or operator of that website.

ACMI is not responsible for any loss or damage arising from your use of or access to any linked website.

9. Privacy

Any personal information that ACMI collects from the ACMI websites will be maintained in accordance with ACMI's Privacy Policy. ACMI's Privacy Policy is available on this website. Please contact the ACMI Privacy Officer for access, correction and any further privacy information by email at info@acmi.net.au or by phoning Customer Service on (03) 8663 2200.

10. Further Information

For further information about these Terms of Use contact info@acmi.net.au

11. Breach of these Terms of Use

If you fail to comply with or otherwise breach these Terms of Use, ACMI may in our sole discretion take such action as is reasonably necessary to prevent your continued access to the ACMI websites and terminate any subscription or account that you may have with ACMI.

12. Invalidity

If any part of these Terms of Use is for any reason declared invalid or unenforceable, the remaining portion remains valid and in full effect.

13. Governing Law

These Terms of Use shall be construed in accordance with and shall be governed by the laws in force in the State of Victoria, Australia. You irrevocably submit to and accept the exclusive jurisdiction of any of the courts of the State of Victoria or the Commonwealth of Australia and any courts of appeal from these courts.

14. Definitions

"ACMI website" means any acmi.net.au domain and any websites and applications operated and presented by the Australian Centre for the Moving Image ('ACMI').

"Inappropriate Communications" are defined in clause 6.

"Intellectual Property Rights" means any and all intellectual and industrial property rights throughout the world including rights in respect of, or in connection with:

- a) any confidential information;
- b) copyright (including future copyright and rights in the nature of, or analogous to, copyright);

- c) performers' protection;
- d) Moral Rights;
- e) inventions (including patents);
- f) trade marks;
- g) service marks;
- h) images, editorial or descriptive text, footage designs or any other media; and
- i) circuit layouts,

whether or not now existing and whether or not registered or registrable and includes any right to apply for the registration of such rights and includes all renewals and extensions.

"Website Content" means all material found on ACMI websites whether contributed by ACMI or individuals or entities other than ACMI.

These Terms of Use were last updated in June 2020.