



## Terms and Conditions

*Last updated: 1st July 2024*

Welcome to Common.

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the [commonentertainment.com](https://commonentertainment.com) website (the "Service") operated by Common Entertainment ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Service.

### 1. Acceptance of Terms

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, then you do not have permission to access the Service.

### 2. Changes to Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will post a notice on our site notifying people of any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

### 3. Use of the Service

- You agree not to use the Service for any unlawful purpose.
- You agree not to engage in any activity that could harm the Service or impair its function.

### 4. Accounts

When you submit information or create an account with us, you must provide us with information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms..

### 5. Content

Our Service allows you to submit, link, share, and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you submit to the Service, including its legality, reliability, and appropriateness.

By submitting Content to the Service, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the



Service. You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights.

## **6. Intellectual Property**

The Service and its original content (excluding Content provided by users), features, and functionality are and will remain the exclusive property of Common Entertainment and its licensors.

## **7. Limitation of Liability**

In no event shall Common Entertainment, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your use or inability to use the Service; (ii) any unauthorised access to or use of our servers and/or any personal information stored therein; (iii) any interruption or cessation of transmission to or from the Service; (iv) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Service by any third party; and/or (v) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage.

## **8. Governing Law**

These Terms shall be governed and construed in accordance with the laws of Victoria, Australia, without regard to its conflict of law provisions.

## **9. Changes to Service**

We reserve the right to withdraw or amend our Service, and any service or material we provide via the Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period.

## **10. Contact Us**

If you have any questions about these Terms, please contact us at:

Common Entertainment

[Operations@commonentertainment.com](mailto:Operations@commonentertainment.com)