

## **Campervan and Motorhome Club of Australia Ltd**

### **Members' Forum – User Agreement**

#### **1. Overview**

This page contains the terms and conditions for your use of the members' Forum ("CMCA Forum") of the Campervan and Motorhome Club of Australia Limited (ACN 095 568 157) ("CMCA"). By submitting any comment or other material onto the CMCA Forum ("Submission") and by participating on the CMCA Forum you agree that your participation on the CMCA Forum and your use of this site constitutes your agreement to these terms and conditions, and the entry by you into an agreement ("Forum User Agreement") between you and CMCA in accordance with the following terms. If you do not agree to these terms, you shall not participate in the CMCA Forum.

The provisions of this Forum User Agreement may be amended at any time by CMCA to take effect at the time advised by CMCA or if not so advised, at the time the amendment is posted on the CMCA website and CMCA Member Forum. Please refer to the CMCA website (members only) for any amendments and the latest version of the Forum User Agreement:

[www.cmca.net.au/about-us](http://www.cmca.net.au/about-us)

The Forum User Agreement should be reviewed periodically so that you are updated on any changes. CMCA welcomes your comments and feedback, with this supplied via email and not discussed generally on the forum.

The Terms and Conditions for use of the CMCA website ("Website Terms and Conditions") also apply to and form part of this Forum User Agreement.

[www.cmca.net.au/terms-conditions](http://www.cmca.net.au/terms-conditions)

#### **2. Registration and Privacy**

Registration with the CMCA Forum requires that you have an active username and password for the CMCA website and have agreed with the terms of this agreement.

For identification and moderation purposes, each user must display their full name as identified on their membership on their CMCA Forum profile. CMCA does not permit anonymity on the CMCA Member Forum.

The collection, storage and use of your personal information are subject to the CMCA Privacy Policy, a copy of which may be viewed on the CMCA website. The content of any Submission you make to the CMCA Forum (“your **Content**”) cannot, by its nature, be subject to the CMCA Privacy Policy.

[www.cmca.net.au/privacy-policy](http://www.cmca.net.au/privacy-policy)

### 3. Content

The aim of the CMCA Forum is to make quality, relevant information freely available in a friendly, constructive and efficient manner for the benefit of all participants on the forum.

Content concerning the recreational vehicle (RV) lifestyle and Club are encouraged and guided by a list of different topics that are available for discussion. New, relevant topics can also be suggested to Moderators, for consideration.

Timely discussions on subjects such as Director Elections, AGM Motions, etc. can be conducted in the relevant Forum Topic section.

The CMCA Forum will have moderators (“**Moderators**”) who will regularly review the content of Submissions (“**Content**”) to ensure it complies with the requirements of the Forum User Agreement. Any Content deemed not relevant to the recreational vehicle (RV) lifestyle and Club, can be edited or removed by the Moderators.

**Please note, it is not guaranteed that constructive feedback posted on the Forum will come to the attention of NHQ. Any constructive feedback should be submitted to the Chief Executive Officer at [webmaster@cmca.net.au](mailto:webmaster@cmca.net.au) for consideration.**

Please take time to consider the wording you use in any of your Content. This will improve the quality of information provided on the CMCA Forum and minimise the chance of others **misinterpreting** your Content.

The following Content is encouraged on the CMCA Forum:

- 3.1. Active, informed debate** – it is okay to disagree with a Submission made on the CMCA Forum by someone else, provided you do so constructively, courteously, without malice, without causing offence and otherwise in accordance with these terms;
- 3.2. Short, succinct Submissions that are on the topic;**
- 3.3. Questions** – sometimes a question can be more powerful than an answer. They can also help to clarify a misunderstanding provided in a previous Submission;
- 3.4. Content that moves the discussion along** – and doesn’t repeat or labour on previous Content; and
- 3.5. Tasteful humour** – although please remember that often comments intended to be humorous can easily be misinterpreted by others, and this can cause offence.

Please respect the opinion of others, recognising that everyone has different skills and experiences.

**ANY CONTENT OF A BULLYING, INTIMIDATING OR DISCRIMINATIVE NATURE IS NOT ACCEPTABLE.**

Bullying or intimidation occurs when a person or group of people repeatedly use unwanted verbal, physical, social or psychological aggressive behaviour against another person or group of people that causes harm, distress or fear. It can include actions such as making threats, spreading rumours, attacking someone physically or verbally or excluding someone from a group on purpose. Verbal bullying or intimidation includes the use of statements that torment, threaten, harass, humiliate, embarrass, target another person, name call, spread rumours, tease or contain racial or sexual slurs.

In Australia under Federal and State legislation, unlawful discrimination occurs when someone, or a group of people, is treated less favourably than another person or group because of their race, colour, national or ethnic origin; sex, pregnancy or marital status; age; disability; religion; sexual preference; trade union activity; or some other characteristic specified under anti-discrimination or human rights legislation.

Bullying, intimidation and unlawful discrimination are Prohibited Content as described in paragraph **Error! Reference source not found.** below and may result in CMCA taking action for the unacceptable conduct as described in paragraph **Error! Reference source not found.** below. If you identify an instance of bullying, intimidation or unlawful discrimination, please contact a Moderator as soon as possible or follow the complaints procedure described at paragraph **Error! Reference source not found.** below.

**You are solely responsible for any Content you provide to the CMCA Forum.**

You must ensure that any Submission by you does not contain any Prohibited Content, as described below under the heading "Prohibited Content".

If you do submit any Prohibited Content onto the CMCA Forum, this may lead to your Content being edited or removed by a Moderator, or you being temporarily suspended from the CMCA Forum or, in some circumstances, you being immediately and permanently suspended from the CMCA Forum. Further information on this is set out below under the heading "Unacceptable Conduct". You could also be liable to indemnify CMCA for any loss or damage suffered or incurred by CMCA – see below under the heading "Indemnity".

**Each Moderator is a trained volunteer. Decisions of the Moderators must be respected. Moderator decisions are made in the best interests of the Club. If you would like an explanation for a decision made by a Moderator or if you are dissatisfied with a decision of a Moderator, see paragraph 11 below under the heading "Complaints Procedure".**

**4. No obligation to publish**

CMCA is under no obligation to publish any Content you seek to post on the CMCA Forum. CMCA may at any time, in its absolute discretion and without notification, edit or remove any Content from the CMCA Forum, including your Content.

The non-publication, editing or removal of any Content from the CMCA Forum is not an admission that the Content is inappropriate and nor is it an admission of liability by CMCA.

## **5. Prohibited Content**

Prohibited Content includes Content that:

- 5.1. Is related to religion or politics or contains jokes;
- 5.2. Is unlawful or promotes, incites or instructs in matters of crime;
- 5.3. Is worded in terms that contain foul, bad or obnoxious language;
- 5.4. Is likely to be, having regard to the contemporary attitudes of Australian society, offensive to reasonable adults or unsuitable for minors. This includes, but is not limited to sexually explicit or adult Content or other Content unsuitable for persons under 18 years of age;
- 5.5. Contains personal information about another person;
- 5.6. Is bullying, intimidating, threatening or harassing or involves unlawful discrimination – for further information see paragraph 3 above;
- 5.7. Is defamatory (i.e. Content likely to injure the reputation of another);
- 5.8. Represents a personal attack or that creates or is based on rumours or innuendos;
- 5.9. Infringes or violates any intellectual property rights, contractual rights or any other rights of any third party;
- 5.10. Publishes, by way of upload, web link or otherwise, all of the content or a substantial part of the content of material provided by any third party in a manner that breaches or may breach copyright in that content – for example by linking to a newspaper article;
- 5.11. Contains artwork, logos, cartoons, gifs etc. that may breach copyright;
- 5.12. Describes, incites or promotes unlawful sexual activity;
- 5.13. Is blasphemous or promotes or incites violence against any person or group or incites racial hatred or is degrading or defaming to a third party by way of race, colour or creed;
- 5.14. Causes unnecessary alarm, distress or panic;
- 5.15. Is false, misleading or deceptive, or likely to mislead or deceive (i.e. Content likely to lead persons reading the Submission to a wrong conclusion or create a false impression or that leaves out important information or makes false or inaccurate claims);
- 5.16. Is for the purpose of providing any warning or notification about a serious risk to the safety of persons or property, unless the warning or notification is current and provides, or is, officially sanctioned by any

Government or its instrumentalities such as Building Code of Australia (BCA) and Standards Australia (SAA) or by International Standards (ISO);

- 5.17. Is controversial, inflammatory, irrelevant or provokes or is likely to provoke other users into an emotional or disciplinary response;
- 5.18. Is irrelevant or disruptive to the good flow of the topic at hand;
- 5.19. Contains advertisements if they are able to be listed on the CMCA Members Market;
- 5.20. Questions the integrity of the decision making of NHQ staff, volunteers, the CMCA Board and forum moderators;
- 5.21. Targets other members to incite or perpetuate a conflict or argument; or
- 5.22. Is otherwise objectionable to CMCA, a Moderator or any other user of the CMCA Forum.

CMCA reserves all rights to seek all available legal action against any person who uses the CMCA Forum to publish any Prohibited Content, including Content that is defamatory or false, misleading or deceptive, or likely to mislead or deceive.

Discussion on CMCA topics is allowed and encouraged but is to be done with respect and without personal attacks, extending to rumours or innuendos on members, volunteers and staff.

## **6. Use of brand names on the CMCA Forum**

The use of brand names, trademarks or company or business names on the CMCA Forum is discouraged. If you intend to include a reference to a brand name, trade mark or a company or business name, please ensure that you confine your comments such that they are based on your own personal experience, made in neutral language for the purpose of discussion, are as objective as possible and are not submitted to the CMCA Forum for a Commercial Purpose. More information on “Commercial Purpose” is available below and in the CMCA Website Terms and Conditions.

Any potentially defamatory material of any kind or Content that is false, misleading or deceptive, or likely to mislead or deceive, will be removed from the CMCA Forum.

CMCA reserves the right to seek all available legal action against any writer who uses the CMCA Forum to publish defamatory material of any kind or Content that is false, misleading or deceptive, or likely to mislead or deceive.

## **7. Do you have a genuine grievance about a company or business?**

If you believe that you have a genuine complaint about a particular product, service or business, CMCA encourages you to contact the relevant consumer protection authority – e.g. the Australian Competition & Consumer Commission (ACCC) or the Department of Fair Trading (or equivalent authority in your State or region).

Disseminating information about unresolved consumer complaints is not a function of CMCA or the CMCA Forum.

## 8. Unacceptable Conduct

CMCA may at any time restrict, suspend or terminate your access to the CMCA Forum in whole or part and without notice or reason.

1. Temporary suspension (After close of business) – Further sanction may occur following review by NHQ
2. One warning
3. Member suspension from forum (three months)
4. Member suspension from forum (indefinitely)

If Content or your participation on the CMCA Forum is not in accordance with this Forum User Agreement or is otherwise not acceptable to CMCA, the following options are available to CMCA, in their sole discretion:

- 8.1. Your Content may, in whole or in part, be temporarily or permanently amended, edited or removed from the CMCA Forum;
- 8.2. You may be issued with a warning. You will receive only ONE warning prior to suspension;
- 8.3. Your continued participation on the CMCA Forum may be subject to such conditions or restrictions as are stated to you;
- 8.4. Your participation on the CMCA Forum may be suspended for such period as is stated to you, until reviewed– for the first offence there will be a warning, for the second offence there will be automatic suspension for three months and for the third, suspension indefinitely; CMCA may cancel this Forum User Agreement with you, and terminate your access to the CMCA Forum;
- 8.5. In certain circumstances, your membership of CMCA may be suspended or revoked in accordance with the provisions of clause 17 of the CMCA Constitution; and/or
- 8.6. Such other action as CMCA or the Moderator reasonably considers is appropriate in view of the circumstances.

Generally, Moderators will provide reasons for their decisions, however the matter is not open for debate. Please see 'Complaints Procedure' for further actions.

## 9. Intellectual Property

All material on the CMCA Forum ("**Forum Material**") is protected by copyright under the laws of Australia and through international treaties in other countries. You must not, without the prior written permission of CMCA or in accordance with the terms of this Forum User Agreement, broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content of, or create a derivative work from, any Forum Material for any purpose. This prohibition does not extend to Forum Material which is freely available for re-use or is in the public domain.

Unless otherwise indicated, all rights (including copyright) in the Forum Material (including text, graphics, logos, button icons, video images, audio clips and software) are owned or controlled for these purposes, and are reserved, by CMCA.

It is essential that you acknowledge the source of any of your Content submitted to the CMCA Forum that is not your own material.

## **10. Further Participation Terms**

By providing a Submission and by participating on the CMCA Forum, you acknowledge, declare and agree as follows:

- 10.1. That you are solely responsible for the Content of any Submission made by you, that such Content is your own personal opinion and you agree that the Content is not supported or endorsed by CMCA.
- 10.2. That the Submission does not contain any Prohibited Content – see meaning of Prohibited Content in the paragraph so titled above.
- 10.3. That your Content is limited to an opinion based on your personal experience and does not contain hearsay.
- 10.4. That your Content is drafted in neutral language for the purpose of discussion between CMCA Forum participants and is otherwise consistent with the other requirements stated in this Forum User Agreement.
- 10.5. That your Content will be made public on the CMCA Forum and that you have no expectation of privacy in relation to that Content.
- 10.6. That the Content is not submitted to the CMCA Forum for a Commercial Purpose.
- 10.7. That the Content does not contain any software virus or any other malicious code.
- 10.8. That if you provide or make available any Forum Material to any other person, this is at your sole risk.
- 10.9. That CMCA has the absolute right to control the CMCA Forum and edit or remove from the website any Submission that it considers may bring CMCA into disrepute, or is not in the best interests of CMCA or its membership or that is otherwise not consistent with this Forum User Agreement. More information is available in the CMCA Website Terms and Conditions.
- 10.10. To the extent you are the owner of the intellectual property in any of your Content, you grant to CMCA a perpetual, worldwide, irrevocable, non-exclusive, royalty-free licence for CMCA to publish the Content on the CMCA Forum, CMCA website, CMCA social media sites, CMCA newsletter and CMCA Wanderer magazine with appropriate acknowledgement where possible.

## **11. Complaints Procedure**

If you have any complaint, enquiry or comment concerning the Content of any Forum Material, or the conduct or operation of the CMCA Forum, you should immediately contact NHQ, addressed to the CEO at [webmaster@cmca.net.au](mailto:webmaster@cmca.net.au).

## 12. Indemnity

By providing a Submission and by participating on the CMCA Forum, you agree to **indemnify** CMCA and its affiliates, directors, officers, employees and volunteers (including any Moderator) (each an “**Indemnified Party**”) 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 by you or by any Indemnified Party as a direct or indirect consequence of:

- 12.1. Posting, publishing, editing or removing your Content on the CMCA Forum;
- 12.2. Your use of or reliance on any Forum Material;
- 12.3. You providing or making available any Forum Material to any other person; or
- 12.4. Any breach by you of the terms of the Forum User Agreement.

More information is available in the CMCA Website Terms and Conditions.

## 13. Cancellation of CMCA Forum or User Agreement

CMCA may at any time:

- 13.1. Terminate this Forum User Agreement with you; and/or
- 13.2. Without notice to you, temporarily or permanently cease to provide the CMCA Forum.

## 14. Disclaimer and Limitation of Liability

The provision on the CMCA Forum of any Forum Material does not imply any endorsement by CMCA or any other party of the completeness, accuracy, suitability, fitness for purpose, relevance, reliability or currency of any information, and you should make your own enquiries before relying on any Forum Material.

Your participation on the CMCA Forum and use by you of any Forum Material is entirely at your own risk. To the extent permitted by law, none of CMCA or its affiliates or directors, officers, employees or volunteers (including any Moderator):

- 14.1. makes any express or implied representation, guarantee or warranty about; or
- 14.2. shall be liable in contract, tort (including negligence) or otherwise for any direct, indirect, special or consequential loss, damages or reliance in connection with,
- 14.3. the CMCA Forum or its use or Content (including any Forum Material or products or services referred to in the CMCA Forum).



This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- 14.4. Reliance on the completeness, accuracy, suitability, fitness for purpose, relevance, reliability or currency of the CMCA Forum or its Content (including any Forum Material), irrespective of any verifying measures or editing taken by us, including in the event the content of any such information is misleading or deceptive or contains any error or omission.
- 14.5. Failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct or theft, destruction, alteration or unauthorised access to records.
- 14.6. Accessing any sites or servers maintained by other organisations through links on the CMCA Forum. Linked sites and their products and services are not endorsed by CMCA and your linking to any such site is at your own risk.
- 14.7. Defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct or which is otherwise not in accordance with the requirements of the Forum User Agreement.

Nothing in this Forum User Agreement excludes or restricts any rights you have or remedies that are available to you under the *Competition & Consumer Act 2010* and equivalent State legislation and that may not otherwise be excluded or restricted.

## **15. General Provisions**

This Forum User Agreement is governed by the laws of New South Wales, Australia. If any part of this Forum User Agreement is found to be invalid or unenforceable, it shall be severed without affecting the remainder.

Termination of the Forum User Agreement does not affect the rights or obligations of either party accruing at the date of termination.