

The Newsport Daily Comments Section

Terms and conditions

1. The Users agree to be bound by these terms and conditions. The Newsport Corporation Pty Ltd, in its sole discretion, can vary these terms and conditions at anytime without notice.

2. Editorial Policy

All submissions within the comments section are accepted on the terms and conditions as set out below.

2.1 Acceptable Content

(a) The Newsport Corporation Pty Ltd reserves the right to include or exclude entry to the Comments section based on The Newsport Corporation Pty Ltd' legal and ethical standards. The Newsport Corporation Pty Ltd may choose to refuse text as noted in our terms and conditions.

2.2 Unacceptable Content

The Newsport Corporation Pty Ltd may refuse to include any content on readers submitted comments that it deems to be unacceptable including content that is or has the potential to:

(a) Illegal Material

Be illegal in nature including without limitation information encouraging conduct that would constitute a criminal offence.

(b) Intellectual Property Right Violation

Violate any intellectual property rights (including, without limitation, patents, trade marks, trade names, copyright and design rights and whether registrable, registered or unregistered) or other rights of any person in any jurisdiction in the world.

(c) Offensive Language / Material / Adult Content

Be defamatory, threatening, harassing, abusive, discriminatory, unlawful, obscene, offensive, profane, indecent or otherwise objectionable in any way.

(d) Deceptive or Misleading Material

Be misleading or deceptive or likely to mislead or deceive.

(e) Drugs and Drug References

Contain references to unapproved, banned, illicit or otherwise illegal drugs or pharmaceuticals.

(f) Gambling and Casinos

Contain information that features or advertises or otherwise lists off-shore or online casinos or gambling services.

3. Style and Grammar

The Newport Corporation Pty Ltd reserves the right to control the content of a submission to the Comments section according to the following guidelines.

3.1. Punctuation

- (a) No repeated and unnecessary punctuation or symbols.
- (b) The Customer's title may not contain an exclamation point unless it is part of the Customer's branding (e.g. "Yahoo! Australia & NZ").
- (c) The Customer's ad or text may not contain any exclamation points.

3.2. Capital Letters

With the exception of company or proper names, no excessive capitalisation will be permitted.

3.3. Repetition

- (a) Repetition will be allowed if it is part of a place or registered business name or brand.
- (b) Repetition that is considered by The Newport Corporation Pty Ltd as gimmicky will not be allowed.

3.4. Spelling

Spelling will be Australian Standard English unless as required by the business name or address information.

3.5. Grammar

- (a) All content in sentence form must be a logically correct sentence or phrase.
- (b) Sentences must contain grammatically correct spacing.
- (b) Sentences must contain correct grammar.

3.6. Keeping it Concise

- (a) Content must keep within the specified text limits.
- (b) Text Accuracy

4. These editorial policy guidelines may be amended by The Newport Corporation Pty Ltd at any time without the need to give the submitting reader prior notification.

- (a) If the Customer breaches any of these editorial policy terms, or any of these standard terms and conditions The Newport Corporation Pty Ltd reserves the right to edit or exclude the submission without further notice.

5. Users will not use this section for any purpose or in any way which is contrary to these terms and conditions.

6. Users acknowledge that The Newport Corporation Pty Ltd may use all material provided by Users of the Website, throughout the world without restriction free of charge.

7. Users warrant that all comments and information they submit to The Newport Corporation Pty Ltd for publication within the Comments section are accurate, do not breach any law or the rights of any person.

8. Users must not impersonate any person or entity or falsely state or otherwise misrepresent their affiliation with a person or entity.

9. Comments by Readers

9.1 Nothing on the Comments section constitutes the giving of specific advice. The information contained on the Comments section is general only. It does not purport to be comprehensive. Users should not act on the basis of information contained within this Comments section without obtaining qualified professional advice.

9.2 Identity of Comment Provider

(a) Any comment submitted will only be published if name and valid email address are supplied for publication.

(b) Comments submitted with full name and working email address are accepted by the publisher in good faith as genuine individuals. If the supplied details are found to be fabricated, these comments will not be published or if already published will be removed from publication with immediate effect.

10. The Newport Corporation Pty Ltd gives no guarantee of continued availability of any particular product or service referred to in the Comments section.

11. Once submitted, all intellectual property in relation to material included within the Comments Section belongs to The Newport Corporation Pty Ltd and Users obtain no interest in that property. Users may not do anything which interferes with or breaches those intellectual property rights (including that the User may not re-use, publish or transmit any information without written permission).

12. These terms and conditions are subject to warranties and liabilities that cannot by law be disclaimed and The Newport Corporation Pty Ltd' liability for any breach of this type of warranty in relation to supply by it of services to Users is limited to, at The Newport Corporation Pty Ltd' option, supply of the services again, or the payment of the cost of supplying the services again.

13. The Newport Corporation Pty Ltd will not be liable for any loss or damages (including direct, indirect, consequential, incidental and exemplary).

14. On supplying a comment users indemnify The Newport Corporation Pty Ltd, its officers, employees and agents against any claim, demand, injury, direct or indirect damage, loss or cost, liability, right of action or claim for compensation in contract, under statute or in tort (including negligence) made against or suffered by any of those indemnified arising, in whole or in part, in relation to:

14.1 any activity that is expressed in these terms and conditions to be the responsibility of the User;

14.2 any third party comments made available within the Comments section.

14.3 a breach of these terms and conditions.

15. Users shall indemnify The Newport Corporation Pty Ltd, its officers, employees and agents in relation to defamation, libel, slander of title, infringement of copyright, infringement of trademarks or names of publication titles, unfair competition, breach of Trade Practices or Fair Trading legislation, violations of rights of privacy, confidential information, licences, loyalty rights or other intellectual property rights.

16. Users acknowledge that all correspondence concluded within the Comments section and all online and telephone activities of The Newsport Corporation Pty Ltd in relation to Newsport Daily and Newsport weekly are made and concluded in Queensland.

17. These terms and conditions shall be governed by the laws of the state of Queensland. The parties agree to submit to the exclusive jurisdiction of the courts exercising jurisdiction there.

18. Liability And Customer's Indemnity

18.1 The Customer indemnifies The Newsport Corporation Pty Ltd against all actions, claims demands, costs, damages, expenses and liabilities (including legal costs on a solicitor and own client basis) relating to or arising from the performance by The Newsport Corporation Pty Ltd of its obligations under these terms and conditions.

18.2 Under no circumstances will The Newsport Corporation Pty Ltd be liable for special, indirect or consequential loss or damage.