

## Terms and Conditions

### Introduction

Welcome to the Mackay-Whitsunday Healthy Rivers to Reef Partnership's Photo Library. Images provided in the photo library have been made accessible for use by Partners and Supporters of the Mackay-Whitsunday Healthy Rivers to Reef Partnership, subject to the below Terms and Conditions.

#### 1. Interpretation

- 1.1. "Author" or "Authors" means the owner of the Image who may be a photographer, an organisation or creator.
- 1.2. "Image" or "Images" means an electronic visual Image posted on this website's photo library or a Partner or Supporter logo, which:
  - 1.2.1. Has been made available to the User to access and download and,
  - 1.2.2. Has or will be accessed or downloaded by the User.
- 1.3. "Organisation" or "Organisations" means Partners and Supporters of the Mackay-Whitsunday Healthy Rivers to Reef Partnership.
- 1.4. "Partner" means a member of the Mackay-Whitsunday Healthy Rivers to Reef Partnership. A Partner actively contributes to the Partnership including holding voting rights and attending meetings.
- 1.5. "Partnership" means the Mackay-Whitsunday Healthy Rivers to Reef Partnership, who is hosted by Reef Catchments (Mackay Whitsunday Isaac) Limited.
- 1.6. "Supporter" means a financial supporter of the Mackay-Whitsunday Healthy Rivers to Reef Partnership. A Supporter does not actively contribute to the Partnership.
- 1.7. "User" or "Users" means the Organisation on whose behalf you are accessing the Image.
- 1.8. "You" refers to the natural person who accesses the Image.

#### 2. Acknowledgement

- 2.1. Users must give appropriate credit to the Author of the Image. This may be done in any reasonable manner, but not in any way that suggests the Author endorses You or the User.
- 2.2. Identified Authors are photographers, Organisations or creators and are identified in the file name of each Image.

#### 3. Approved Use

- 3.1. All Images must be used in good faith; that is, used in the absence of malice or any intention to deceive.
- 3.2. Use of Images must be by, and for the purposes of, the Organisation who has been granted access.
- 3.3. Use of Images must ensure that the Image is not subject to any treatment which is prejudicial to the reputation or functions of the Partnership.
- 3.4. Use of Images must ensure that the Image is not subject to any treatment which is prejudicial to the reputation or functions, and does not infringe the moral rights of, the Author of the Image.

#### 4. Disclosure

- 4.1. Images are not for re-share and must not be copied or redistributed to third parties.
- 4.2. Images must only be used by Organisations who have been granted access because they are a Partner or a Supporter of the Mackay-Whitsunday Healthy Rivers to Reef Partnership.
- 4.3. The password for accessing Images from the photo library may not be shared with a third party.

#### 5. Disclaimer of Warranties

- 5.1. The Partnership does not warrant the accuracy, completeness, currency or suitability of the Image or Images for any purpose.