



Terms of Use: COLGATE BRUSHING ADVENTURE APPLICATION

These Terms of Use govern your use of the Colgate Brushing Adventure Application. These Terms of Use are in addition to the Terms and Conditions, Privacy Policy and Privacy Collection Statement on the Colgate website located at <http://www.colgate.com.au/app/Colgate/AU/Corp/LegalPrivacy.cvsp>, which also apply to your use of the Colgate Brushing Adventure Application.

In order to use the Colgate Brushing Adventure Application, you must agree to these Terms of Use set out below. By downloading, installing or using the Colgate Brushing Adventure Application, you acknowledge and agree to be bound by these Terms of Use.

Definitions

References to “Colgate”, “we” or “us” are to be read as references to Colgate-Palmolive Pty Ltd. References to “you” are to be read as references to the person who accesses or uses the Colgate Brushing Adventure Application.

References to “these terms and conditions” are to be read as including a reference to the applicable provisions of the Colgate website terms and conditions published on the Colgate website at <http://www.colgate.com.au/app/Colgate/AU/Corp/LegalPrivacy.cvsp>.

“Application” means the Colgate Brushing Adventure Application. References to the Colgate Brushing Adventure Application include references to the information provided through operation of the application.

The Application is only available in Australia and New Zealand and the contract is in English only. The Application will only work on iOS and Android devices that meet the required specifications as indicated below:

- iPad 2 or newer running iOS7 or iOS8
- iPhone 4 or newer running iOS7 or iOS8
- Most, but not all, popular Android devices that are less than 2 years old and are running OS version 4 and above.

You are responsible for checking that your mobile device is compatible.

Access/charges

In order to use the Application, you must ensure that your mobile device is compatible with the specification. You must provide at your own expense the mobile device, equipment, internet connection and/or service plans to access and use the Application.

Colgate is not responsible for any costs you incur to access the Application from your mobile device, including fees for any data services necessary to download, install, access or otherwise use the Application.

Availability

Access to your network and the internet is outside of the control of Colgate. You may not be able to access your network or the internet as a result of technical faults in your network or internet service provider’s service/network or because you are in a location with a poor or no mobile signal.

We accept no liability whatsoever for suspension, interruption or non-availability of the Application, or for any potential losses or delays in accessing it. We may have to suspend the Application from time to time, including for service, maintenance or updating.

The Application is subject to variation. We may vary, replace or withdraw the content and/or any facilities available on the Application without notice at any time.

Licence

In return for you agreeing to these terms and conditions, Colgate grants to you a non-exclusive, non-transferable licence to download, install and use a copy of the Application on your mobile device under these terms and conditions and as permitted by the Apple App Store Usages Rules and the Google Play Terms of Service, as applicable.

You may only use the Application for personal, non-commercial purposes. You may not sub-license, or charge others to use or have access to the Application.

You may not transfer or otherwise deal with this licence, or any of your rights or obligations arising under it. This licence is personal to you.

We may transfer or otherwise deal with this licence, or any of our rights or obligations arising under it, at any time to any company, firm or person.

Without restricting our rights hereunder, no third party is entitled to any benefit under these terms and conditions.

Disclaimer/exclusion of liability

The Application is provided FREE OF CHARGE and "AS IS" and as such is provided with no warranties or representations whatsoever. We EXPRESSLY EXCLUDE to the fullest extent permitted by Australian and New Zealand law the providing of any WARRANTIES of any kind, either EXPRESS or IMPLIED.

If the Competition and Consumer Act 2010 (Cth) or the Consumer Guarantees Act 1993 (NZ) confers certain guarantees, rights or remedies on You that are not able to be excluded, restricted or modified except in limited circumstances, Colgate's liability for a breach of any such guarantee, right or remedy in relation to the Application is limited at Colgate's option to: (a) the replacement of the Application; (b) the repair of the Application; (c) the payment of the cost of replacing the Application; or (d) the payment of the cost of having the Application repaired.

Please refer to the disclaimer and comprehensive limitation of liability included in the Colgate website terms and conditions.

Intellectual property rights

We (and our licensors (if applicable)) retain ownership of all copyright material, trade secrets and other intellectual property rights comprised in the Application design, text, images, music, data, information, logos, software code and other materials on the Application. You acknowledge that you have no rights in or to the Application, other than the right to use it in accordance with these terms and conditions.

You may not (and will not assist any other person to) copy, reproduce, transmit, modify, reverse-engineer, reverse-compile or decompile, disassemble, or make derivative works from the Application.

Please also refer to the intellectual property rights section of the Colgate website terms and conditions.

Updates

We may from time to time update the Application. If you do not accept and download these updates, you may not be able to continue using the Application and/or access any new elements of the Application.

Amendments

We reserve the right to alter or amend these terms and conditions at any time without notice by posting the modified terms and conditions on the Application and any such modification shall be effective immediately upon posting. Your continued use and access of the Application will be deemed to be your acceptance of the modified terms and conditions.

If any of the terms of this licence are determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term, condition, or provision will to that extent be severed from the remaining terms, conditions, and provisions, which will continue to be valid to the fullest extent permitted by law.

Termination

You can terminate your use of the Application at any time by deleting the Application from your mobile device. We can terminate or suspend your access to all or part of the Application at any time should you fail to comply with these terms and conditions.

Data protection

You agree that we have the right to collect, use and disclose the personal information we collect from you in connection with your use of the Application in accordance with our Privacy Policy and Privacy Collection Statement located on the Colgate website <http://www.colgate.com.au/app/Colgate/AU/Corp/LegalPrivacy.cvsp>.

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