



End-User License Agreement (EULA)

This End-User License Agreement (“Agreement”) is a legal agreement between you (“End-User”, “you”) and the Australian Campdraft Association Ltd (ACA) (“ACA”, “we”, “us”, or “our”) for the use of the ACA mobile application (“Application”).

By downloading, installing, or using the Application, you agree to be bound by the terms of this Agreement.

1. Acknowledgement

This Agreement is concluded between you and ACA only, and not with Apple Inc.. ACA, not Apple, is solely responsible for the Application and its content.

Your use of the Application must comply with the applicable terms set out in the Apple Media Services Terms and Conditions.

2. Scope of License

ACA grants you a limited, non-transferable, non-exclusive license to use the Application on Apple-branded devices that you own or control, in accordance with Apple’s Usage Rules.

The Application may also be accessed and used by other accounts associated with you via:

Family Sharing

Volume purchasing programs

3. Maintenance and Support



ACA is solely responsible for providing any maintenance and support services for the Application.

Apple has no obligation whatsoever to provide maintenance or support services for the Application.

For support, contact ACA using the details in Section 8.

4. Warranty

To the extent permitted by law, the Application is provided “as is” without warranties of any kind.

If the Application fails to conform to any applicable warranty:

You may notify Apple, and

Apple may refund the purchase price (if applicable)

To the maximum extent permitted by law:

Apple has no further warranty obligation

ACA is solely responsible for any claims, losses, liabilities, damages, costs, or expenses arising from any failure of the Application

5. Product Claims

ACA, not Apple, is responsible for addressing any claims relating to:

Product liability



Legal or regulatory compliance

Consumer protection, privacy, or similar legislation

This includes any claims arising from your use or possession of the Application.

6. Intellectual Property Rights

ACA is solely responsible for addressing any third-party claims that the Application or your use of it infringes intellectual property rights.

This includes investigation, defence, settlement, and resolution of such claims.

7. Legal Compliance

By using the Application, you represent and warrant that:

You are not located in a country subject to a U.S. Government embargo

You are not listed on any U.S. Government prohibited or restricted parties list

8. Developer Contact Information

For any questions, complaints, or claims regarding the Application, please contact:

Australian Campdraft Association Ltd (ACA)

Email: [Insert ACA Email]

Phone: [Insert Phone Number]

Address: [Insert Registered Address]



9. Third-Party Terms

You agree to comply with all applicable third-party terms when using the Application.

This includes (where applicable):

Mobile data or telecommunications agreements

Platform-specific terms (including Apple terms)

10. Third-Party Beneficiary

You acknowledge and agree that:

Apple and its subsidiaries are third-party beneficiaries of this Agreement

Upon your acceptance of this Agreement, Apple has the right to enforce it against you

11. Use of the Application

The ACA App is designed to support:

Campdraft nominations and event management

Membership services

Competition information and results

You agree to use the Application only for lawful purposes and in accordance with ACA rules and policies.

12. Limitation of Liability



Australian Campdraft Association Inc.

ABN 33 767 694 241



CAMPDRAFTONE

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To the maximum extent permitted by law, ACA is not liable for:

Indirect or consequential losses

Loss of data, profits, or opportunity

Issues arising from third-party services or connectivity

Nothing in this Agreement excludes rights that cannot be excluded under applicable law.

13. Governing Law

This Agreement is governed by the laws of Queensland, Australia.

14. Changes to This Agreement

ACA may update this Agreement from time to time. Continued use of the Application constitutes acceptance of any updated terms.