

Website terms and conditions
12 September 2011

1 General

- 1.1 This wowcareers.com.au site (“**Site**”) is a website where you can browse, select and apply for positions with Woolworths Limited (ABN 34 000 908 716) and its related bodies corporate (together, “**Woolworths**”, “**we**”, “**us**” or “**our**”).
- 1.2 Your access to and use of the Site is governed by these terms and conditions.

2 Use of the Site

- 2.1 You may only use and download the information contained on this Site for personal and non-commercial use.
- 2.2 You agree to comply with all relevant laws relating to your use of the Site.
- 2.3 You must not:
- (a) modify, copy, reproduce, communicate to the public, sell, redistribute or otherwise transmit or distribute the information from this Site;
 - (b) use the information on this Site for any unlawful or commercial purpose;
 - (c) use the Site for any activities that breach any laws, infringe a third party’s rights or are contrary to any relevant standards or codes, including, but not limited to breaches of the Copyright Act 1968 (Cwlth);
 - (d) use the Site in a manner or way, or post to or transmit to or via the Site any material, which interferes with other users or our other customers or defames, harasses, threatens, menaces or offends any person or which prevents any other person from using or enjoying the Site;
 - (e) make fraudulent or speculative enquiries, purchases or requests through the Site;
 - (f) use another person’s details without their permission or impersonate another person when using the Site;
 - (g) post or transmit any obscene, indecent, inflammatory or pornographic material or any other material that may give rise to civil or criminal proceedings;
 - (h) tamper with or hinder the operation of the Site;
 - (i) knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to the Site;
 - (j) use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of the Site;
 - (k) modify, adapt, translate or reverse engineer any portion of the Site;

- (l) remove any copyright, trade mark or other proprietary rights notices contained in or on the Site;
- (m) reformat or frame any portion of the web pages that are part of the Site;
- (n) create accounts by automated means or under false or fraudulent pretences;
- (o) use the Site to violate the security of any computer or other network or engage in illegal conduct;
- (p) take any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our infrastructure;
- (q) use the Site other than in accordance with these terms and conditions; or
- (r) attempt any of the above acts or engage or permit another person to do any of the above acts.

3 Registration

- 3.1 If you register an account with us, you may not have more than one active account, and your account is non-transferable. You may update, edit or terminate your account at any time through the Site.
- 3.2 If you choose to use a workplace email address for your account or to access the Site, then you are solely responsible for ensuring that you comply with the rules, policies or protocols that apply to the use of your email address and your workplace facilities.
- 3.3 You are responsible:
 - (a) for maintaining the security and confidentiality of your account details, including the login identification details and password; and
 - (b) for all use of your account details, whether authorised or not by you.
- 3.4 You must immediately notify us of any unauthorised use of your account, including your login identification details.

4 No guarantees

- 4.1 We do not guarantee that a particular position that is advertised on this Site will be available, and will not be liable to you or any other person if we fill the vacancy at any time prior to the removal of the advertisement from this Site.

5 Privacy

- 5.1 We respect your privacy. We collect, hold, use and disclose your personal information in accordance with the *Privacy Act 1988* (Cth). The manner in which we generally collect, hold, use and disclose your personal information is set out in our Privacy Policy. You can view our Privacy Policy at the below link:

<http://www.woolworthslimited.com.au/phoenix.zhtml?c=144044&p=PrivacyPolicy>

- 5.2 We will collect your personal information through your use of the Site or through your personal contact with us. You agree for us to collect, hold, use and disclose your personal information in ways we consider appropriate namely:

- (a) for the purpose of and incidental to assessing your application in connection with any position that is advertised on this Site. This includes uses and disclosures which we require to operate the Site;
 - (b) with, to and from third parties who provide services to us in relation to our business operations, including in relation to human resource management and related matters. These may include call centres, gateway providers, delivery service providers and organisations that assist us to check for or prevent unauthorised or fraudulent transactions; and
 - (c) for other purposes to which you consent to (either express or inferred consent).
- 5.3 We may transfer your personal information to others in countries outside Australia. We will only do this within the scope of clause 5.2.
- 5.4 You may access your personal information, by logging into your registered account or by contacting us.

6 Termination

- 6.1 We may immediately suspend, terminate or limit your access to and use of the Site and (where relevant) your account if you breach these terms and conditions and:
- (a) the breach cannot be remedied; or
 - (b) you fail to remedy the breach within 10 days of our notice to you of that breach; or
 - (c) if there is an emergency or we need to perform some maintenance on our site.
- 6.2 You may stop using the Site at any time and for any reason.°
- 6.3 From time to time, business strategies change. As such, we may in the future, stop making the Site (or any part of it) available.

7 General

- 7.1 This Site may contain links to external websites that are not operated by us or our related bodies corporate. These links are provided for your convenience only and:
- (a) we make no representations or warranties, or have any responsibility or liability for those websites; and
 - (b) these links do not indicate, expressly or impliedly, that we endorse the site or the products or services that are provided at those sites.
- 7.2 If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.
- 7.3 This agreement is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.