CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENCE DOES NOT CREATE A LAWYER-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

**Licence**

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENCE ("CCPL" OR "LICENCE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENCE OR COPYRIGHT LAW IS PROHIBITED. BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENCE. THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

This Creative Commons Australia Public Licence enables You (all capitalised terms defined below) to view, edit, modify, translate and Distribute Works worldwide for Non-commercial purposes, under the terms of this licence, provided that You credit the Original Author.

'The Licensor'

and

'You'

agree as follows:

1. **Definitions**

   - "**Attribute**" means to acknowledge the parties who have contributed to and have rights in the Work. "Attribution" has a corresponding meaning.

   - "**Collection**" means the Work in its entirety in unmodified form along with one or more other separate and independent works, assembled into a collective whole. A Collection may, for example, include a periodical, encyclopedia or anthology.

   - "**Non-Commercial**" means not "primarily intended for or directed towards commercial advantage or private monetary compensation". The exchange of the Work for other copyright works by means of digital file-sharing or otherwise shall not be considered to be commercial, provided there is no payment of any monetary compensation in connection with the exchange of copyright works. "Commercial" has a corresponding meaning.

   - "**Derivative Work**" means any work created by editing, modifying or adapting all or a substantial part of the Work. Derivative Works include a translation, musical arrangement, dramatisation, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other

Comment [A1]: This form of licence for Australia is based on the corresponding NZ v3.0, which in turn is based on UK version 2.0.
form in which a work may be adapted, except that a work that constitutes a Collection will not be considered a Derivative Work for the purpose of this Licence. For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the purpose of this Licence.

- “Distribute” means to make available to the public by any means, including publication, electronic communication, public performance or public exhibition.

- “Licence” means this Creative Commons Australia Public Licence agreement.

- “Licence Elements” means the following high-level licence attributes indicated in the title of this Licence: Attribution, Non-Commercial, Share-Alike.

- “Licensor” means one or more legally recognised persons or entities offering the Work under the terms and conditions of this Licence.

- “Original Author” means the individual or entity who created the Work.

- “User” means any third party who is making use of the Work, who is neither You or the Licensor.

- “Work” means the material (including any work or other subject matter) protected by copyright which is offered under the terms of this Licence.

- “You” means an individual or entity exercising rights under this Licence who has not previously violated the terms of this Licence with respect to the Work, or who has received express permission from the Licensor to exercise rights under this Licence despite a previous violation.

For the purpose of this Licence, when not inconsistent with the context, words in the singular number include the plural number.

2. Licence Terms

2.1 Subject to the conditions listed below, the Licensor hereby grants to You a worldwide, royalty-free, non-exclusive, Licence to exercise the following rights in the Work for Non-Commercial purposes and for the duration of copyright in the Work.

2.2 You may:

- copy the Work;

- create one or more Derivative Works. You must take reasonable steps to ensure any Derivative Work clearly identifies that changes were made to the original Work. For example, a translation could be marked “The original work was translated from English to Spanish.”, or a modification could include “The original work has been modified.”;

- incorporate the Work into one or more Collections;

- copy Derivative Works or the Work as incorporated in any Collection; and
• Distribute the Work, the Derivative Work or the Work as incorporated in any Collection.

All these rights may be exercised in any media or format whether now known or hereafter created. These rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats.

HOWEVER,

2.3 You must not:

• use the Work for any Commercial purpose;

• impose any terms on the use to be made of the Work, the Derivative Work or the Work as incorporated in a Collection that restrict the terms of this Licence or the ability of recipients of the Work to exercise the rights granted to them by the Licence;

• impose any technological measures on the Work, the Derivative Work or the Work as incorporated in a Collection that restrict the ability of recipients of the Work to exercise the rights granted to them by this Licence;

• sublicense the Work;

• falsely Attribute the Work to someone other than the Original Author;

• subject the Work to any derogatory treatment as defined in the Australian Copyright Act 1968. This includes any distortion, mutilation or modification of the Work which would be prejudicial to the Original Author’s honour or reputation. If the Licensor is the Original Author the Licensor agrees that they will not enforce this clause to the extent necessary to enable You to reasonably exercise Your rights under this Licence; or

• assert or imply any connection with, sponsorship of or endorsement by the Original Author or Licensor of You or Your use of the Work, without their separate, express prior written permission.

FINALLY,

2.4 You must:

• Distribute the Work or a Derivative Work only under:

  i. the terms of this Licence;

  ii. a later version of this Licence with the same Licence Elements (eg Attribution-NonCommercial-ShareAlike 4.0 Unported); or

  iii. an equivalent Creative Commons licence from another jurisdiction (e.g. Attribution-NonCommercial-ShareAlike 3.0 Netherlands).
For the avoidance of doubt, while the above applies to the Work or any Derivative Work as incorporated into a Collection, it does not require other works within the Collection, or the Collection as a whole, to be made subject to the terms of this Licence.

- make reference to this Licence (by a Uniform Resource Identifier such as a link, by spoken word or as appropriate to the media) on all copies of the Work, Derivative Works and Collections Distributed by You;

- Attribute the Original Author in any Work, Derivative Work and Collection that You Distribute. The Attribution may be provided in any reasonable manner, but as far as is reasonable to the medium should include:
  
  i. the name or pseudonym of the Original Author and any other party the Original Author or Licensor has requested be Attributed;

  ii. the title of the Work; and

  iii. any Uniform Resource Identifier (e.g. link) associated with the Work that refers to the copyright notice or licensing information for the Work.

You must, however, remove such a credit if requested by the Licensor/Original Author; and

- to the extent reasonably practicable, keep intact all notices that refer to this Licence and to the disclaimer of warranties.

Additional Provisions

2.5 Each time You Distribute

- the Work;

- any Derivative Work; or

- the Work or a Derivative Work as incorporated in a Collection;

the Licensor agrees to offer the User a licence to use the Work on the same terms and conditions as granted to You hereunder.

2.6 This Licence does not affect any rights that the User may have under any applicable law, including fair use, fair dealing or any other legally recognised limitation or exception to copyright infringement.

2.7 All rights not expressly granted by the Licensor are hereby reserved. This includes the right to collect royalties, whether individually or via a licensing body such as a collecting society, for any use of the Work which results in commercial advantage or private monetary compensation. The Licensor waives the right to collect royalties for any use permitted by this Licence.
3. Warranties and Disclaimer

Except as required by law or as otherwise agreed in writing between the parties, the Work is licensed by the Licensor on an “as is” and “as available” basis and without any representations or warranties of any kind, either express or implied, including warranties as to accuracy, title and non-infringement.

4. Limit of Liability

To the extent permissible by law the Licensor shall not be liable on any legal basis (including without limitation negligence) and hereby expressly excludes all liability for loss or damage howsoever and whenever caused to You.

5. Termination

This Licence and the rights granted to You under this Licence shall terminate automatically upon any breach by You of the terms of the Licence. Individuals or entities who have received the Work, a Derivative Work or a Collection from You under this Licence, however, will not have their Licences terminated provided such individuals or entities remain in full compliance with those Licences. Clauses 1, 3, 4, 5 and 6 shall survive any termination of this Licence.

6. General

6.1. The validity or enforceability of the remaining terms of this agreement is not affected by the holding of any provision of it to be invalid or unenforceable.

6.2. This Licence constitutes the entire Licence Agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. The Licensor shall not be bound by any additional provisions that may appear in any communication in any form.

6.3. The construction, validity and performance of this Licence shall be governed by the laws in force in New South Wales, Australia.

Creative Commons Notice

Creative Commons is not a party to this Licence, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this Licence. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, Creative Commons does not authorise the use by either party of the trademark “Creative Commons” or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons’ then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time. For the avoidance of doubt, this trademark restriction does not form part of this Licence.

Creative Commons may be contacted at http://creativecommons.org/.