



An initiative of



City of **HOBART**

Hello Hobart Business Directory

1. The Promoter is the Hobart City Council, 50 Macquarie Street, Hobart Tasmania 7000 ABN 39 055 343 428.
2. By applying to be a business listed on the Hello Hobart Business Directory and completing the business form online, you are agreeing to the terms and conditions listed below.
3. By submitting information to be included in the directory, you agree that you are an authorised representative of the business are authorised to complete the business details on the businesses behalf.
4. Participation in the business directory is free of charge to businesses located in the Hobart municipality.
5. To be eligible to be listed on the business directory a business must:
 - a. Be located within a physical shopfront within the City of Hobart municipal area and be a premise that customers can visit
 - b. Businesses must be customer facing and be open to the public
 - c. Not be solely operating online or in a residential address
 - d. Not be selling prohibited items
 - i. Offensive or obscene material, including those of an adult or sexual nature or promoting the sale of dangerous weapons
 - ii. Stolen or damaged goods
 - iii. Intoxicating liquor and tobacco (except where the supplier is properly licensed)
 - iv. Illegal or prescription drugs
 - v. Items that infringe another party's copyright, patent, trademark, design right, or any other intellectual property right
 - vi. Products whose sale or distribution is prohibited by any applicable law
 - vii. Any other products or services that in the Promoter's discretion are considered to be excluded
6. You acknowledge that the Promoter may in its sole and absolute discretion decide not to list your business on the Hello Hobart Business Directory for reasons including (but not limited to) where doing so may bring the Promoter into disrepute and you agree that in the event the Promoter does you will not seek or have any right to claim any loss or damages of any nature whatsoever from the Promoter.
7. The Promoter's decision in relation to any aspects of the business directory is final and binding on every person who submits business information.
8. You release the Promoter from any liability in connection with the business directory. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any business loss suffered or sustained in connection with any details within the business directory, for any liability which cannot be excluded by law.
9. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of or in connection with this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including without limitation technical malfunctions or failures.

10. The Promoter reserves the right in its sole discretion to remove any business who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the directory and its promotion.
11. The Promoter collects and publishes information about your business to enable the business to participate in this promotion. To facilitate your participation, the Promoter may need to disclose your personal information to other companies engaged by the Promoter in connection with this promotion.
12. If for any reason the business directory is not capable of running as planned, due to any causes beyond the control of the Promoter, which affect the administration security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to suspend the operation of, or to abandon, the business directory.
13. You must ensure that the details provided for inclusion in the online business directory accurately reflect their products and services and the areas in which their services are available.
14. The Promoter takes no responsibility for the information within the directory as supplied by the business and is not liable for any errors in the business listing.
15. You shall ensure that the details provided in the listing are accurate, kept up to date and must notify the Promoter in the event of any errors. The Business may remove its listing or update any of its business at any time by contacting the Promoter. You agree to contact Hello Hobart at hello@hellohobart.com.au and inform us of any changes that are required.
16. The directory provides the opportunity for readers and visitors to contact you directly using the details supplied to us by your business. You agree to accept this communication.
17. When you are contacted by a customer in relation to services listed in the directory then the transaction for the supply of services is entered into between you and the customer on your terms and conditions or as otherwise agreed between you and the customer. The Promoter has no liability to you for your use of the Directory and/or for a customer's behaviour and you acknowledge that you will contract with a customer at your own risk.
18. The Promoter will endeavour to make the directory available but cannot guarantee that it will operate continuously or without interruptions or be error free and can accept no liability for its unavailability. You must not attempt to interfere with the proper working of any part of the directory and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any part of the directory.
19. We may alter these terms and conditions from time to time and post the new versions at <https://www.hellohobart.com.au/business-directory-terms>, following which all use of the business Directory will be governed by that version.