

## TERMS & CONDITIONS

Open Colleges Pty Ltd (ABN 000 011 692) (**we or our**) are the reseller of the Social Media Short Courses (**Short Course**). The course proprietor is Connected College Pty Ltd t/a Social Media College (**SMC**) and SMC (and not us) will deliver the course to you on SMC's online platform.

Please read these terms and conditions (T&Cs) carefully before purchasing a Short Course as this is a legal document. You should understand that by purchasing a Short Course, and accessing its content, you agree to be bound by these T&Cs.

You must be at least 18 years of age and reside in Australia to be eligible to purchase a Short Course.

### Course Delivery & Content

- The Short Course is delivered by SMC on SMC's online learning platform. Your enrolment in and access to the Short Course is subject to SMC's terms and conditions (**SMC's Terms**), and you agree to be bound to the terms of the [SMC Terms](#) in addition to these T&Cs. **You must carefully read these and understand your obligations.**
- We provided the content in the Short Course 'as is'. This means we do not review the content provided by SMC, nor do we exercise any editorial control over the content. As a result, we do not guarantee in any manner the reliability, validity, accuracy or fitness for purpose of the content, nor are we responsible for the content or any other aspect of any websites (including their collection of information about you) that may be linked, as these are not owned or controlled by us
- Short Courses do not qualify for any units of competency or confer any qualification under the Australian Qualifications Framework (AQF). On completion of the Short Course you will be issued with a certificate of completion by SMC.
- The Short Course is for a fixed duration, and this is specified on the course information page for the relevant Short Course.

### Price & Payment

- The price payable for a Short Course is the price stated on our website at the time you enroll (**Price**) and must be paid in full at the time of enrolment. All prices are in Australian dollars and are GST inclusive (where applicable). We reserve the right to change a Price at any time.
- From time to time we may offer promotional pricing. If we provide any discount code to access a promotional price then it is personal to you, can only be used once, must be applied during the check-out process and cannot be applied retrospectively.
- Any additional charges you incur accessing a Short Course (like data charges or internet connection) are your sole responsibility.
- From time to time we may offer complimentary enrolment in a Short Course to students already enrolled in study with Open Colleges. For the avoidance of doubt, these T&Cs shall apply in full to such access, with the benefit being conferred as consideration for these T&Cs.

### Cancellations and Refunds

- There is a cooling off period of 3 calendar days from the day you pay for the Short Course in full (**Cooling Off Period**). If you cancel within the Cooling Off Period then you will receive a full refund of the Price, less our reasonable administration fees.
- You will not be eligible for a refund within the Cooling Off Period if you have downloaded, viewed or accessed over 10% of the content, or accessed and completed any assessment within the Short Course.
- Refunds will only be credited to the original funding source.
- Otherwise, subject to the rights you have under the *Competition and Consumer Act 2010* (Cth) or as otherwise set out in these T&Cs, no refunds are provided for cancellation outside of the Cooling Off Period.

### Privacy

- All collection and use of your personal information in connection with the Short Course will be handled in accordance with our [Privacy Policy](#), and specifically will be used to manage your account including communicating with you about it. We may also use it to notify you of offers, benefits or new courses, unless you tell us otherwise.
- You agree to us providing your name and email address to SMC, to enable you to be enrolled in the Short Course on their platform, or for support on technical issues. Their [privacy policy](#) will apply to their handling of your personal information and we are not responsible for their use of such information.

### Liability

- To the extent permitted by law and subject to the rights you have under the *Competition and Consumer Act 2010* (Cth), we are not liable to you for any direct or indirect, incidental, consequential or special loss or damage (including without limitation loss of income or revenue, loss of business, loss of profits or contracts, loss of opportunity, loss of anticipated savings, loss of data, loss of goodwill) suffered or incurred by you in connection with a Short Course. In any event, our liability to you is limited to the value of the Price paid.

### Changes to T&Cs

- We reserve the right to update these T&Cs from time to time and provide you with written notice to the email address associated with your account. If you access the Short Course following this notice, this will represent your agreement to be bound by these T&Cs as amended.

### Laws

- These T&Cs are governed exclusively by the laws of New South Wales and the Courts of New South Wales shall have exclusive jurisdiction in the event of any dispute.