

## NOTICE OF FILING

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AUSTRALIA PTY LTD ACN 149 251 267 & ORS  
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*Sia Lagos*

Registrar

### Important Information

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## Amended Reply

No. NSD 285 of 2021

Federal Court of Australia  
District Registry: New South Wales  
Division: General

### **BCI MEDIA GROUP PTY LTD (ACN 098 928 959)**

Applicant

### **CORELOGIC AUSTRALIA PTY LTD (ACN 149 251 267) and others**

Respondents

**Notes:** A reference to "Statement of Claim" in this Reply is a reference to the Further Amended Statement of Claim filed ~~1 November 2023~~ 15 September 2025.

Definitions in the Statement of Claim are used and bear the same meaning in the Reply.

1. BCI Media Group joins issue with the Respondents' Amended Defence filed ~~22 December 2023~~ 14 October 2025 (the **Defence**), except as far as it contains admissions and subject to the matters below.
2. BCI Media Group says in answer to paragraphs 25, 31 and 39 of the Defence that:
  - (a) paragraph 19 of the Statement of Claim pleads terms of the LeadManager Subscription Agreement;
  - (b) the clause numbering in the LeadManager Subscription Agreement do not alter the effect of the terms of the LeadManager Subscription Agreement;
  - (c) paragraphs 25, 31 and 39 of the Defence contain denials with respect to terms of the Forum Group, SkillTech and Gingold Subscription Agreements;
  - (d) to the extent that those denials are based on different numbering between clauses in the LeadManager Subscription Agreement, Forum Group, SkillTech and Gingold

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Subscription Agreements, the denials are evasive as the numbering of clauses does not alter the effect of the terms of the contract; and

- (e) below is a table which sets out the particular terms of the LeadManager Subscription Agreement pleaded in paragraph 19 of the Statement of Claim, compared to the terms of the Forum Group, SkillTech and Gingold Subscription Agreements, with their specific clause numbering (including the terms which the Respondents appear to have denied being part of the Forum Group, SkillTech and Gingold Subscription Agreements in paragraphs 25, 31 and 39 of the Defence, on the basis of a difference in clause numbering).

No	Paragraph 19, LeadManager Subscription Agreement	Forum Group Subscription Agreement	SkillTech Subscription Agreement	Gingold Subscription Agreement
1.	(a) the subscriber agreed to pay BCI Media Group a subscription fee;	2.2 Upon receipt of payment of the Subscription Fees, we will deliver the Services as described on the Subscription Details page of this Agreement.	2.2 Upon receipt of payment of the Subscription Fees, we will deliver the Services as describes on the Subscription Details page of this Agreement.	2.2 Upon receipt of payment of the Subscription Fees, we will deliver the Services as described on the Subscription Details page of this Agreement.
2.	(b) BCI Media Group agreed to provide the subscriber with login details and a confidential password to access LeadManager (User Details) (cl 2.3);  (c) the subscriber agreed to only use their User Details as directed by BCI Media Group (cl 2.3);	2.3 Online subscribers will be sent an email containing their login details and confidential password ( <b>User Details</b> ), such User Details (required to access and use the Services) to be used as directed by us. You must not use or attempt to use your	2.3 Online subscribers will be sent an email containing their login details and confidential password ( <b>User Details</b> ), such User Details (required to access and use the Services) to be used as directed by us. You must not use or attempt to use your	2.3 Online subscribers will be sent an email containing their login details and confidential password ( <b>User Details</b> ), such User Details (required to access and use the Services) to be used as directed by us. You must not use or attempt to use your

No	Paragraph 19, LeadManager Subscription Agreement	Forum Group Subscription Agreement	SkillTech Subscription Agreement	Gingold Subscription Agreement
		User Details to access our systems or databases other than in accordance with any relevant documentation we provide to you.	User Details to access our systems or databases other than in accordance with any relevant documentation we provide to you.	User Details to access our systems or databases other than in accordance with any relevant documentation we provide to you.
3.	(d) the subscriber agreed to keep their User Details confidential (cl 2.3);	3.2 You must take all necessary precautions to keep your User Details and account confidential at all times. You are responsible for all uses of your User Details and account whether or not actually or expressly authorised by you. If you believe that your account and/or User Details have been misused or compromised in any manner, you must notify us immediately.	3.2 You must take all necessary precautions to keep your User Details and account confidential at all times. You are responsible for all uses of your User Details and account whether or not actually or expressly authorised by you. If you believe that your account and/or User Details have been misused or compromised in any manner, you must notify us immediately.	3.2 You must take all necessary precautions to keep your User Details and account confidential at all times. You are responsible for all uses of your User Details and account whether or not actually or expressly authorised by you. If you believe that your account and/or User Details have been misused or compromised in any manner, you must notify us immediately.
4.	(e) the subscriber agreed to not use any computer programming routine that may intercept or expropriate any data	3.1 You must not use any mechanism, device, software, script or routine to affect the proper functioning of the	3.1 You must not use any mechanism. device, software, script or routine to affect the proper functioning of the	3.1 You must not use any mechanism, device, software, script or routine to affect the proper functioning of the

No	Paragraph 19, LeadManager Subscription Agreement	Forum Group Subscription Agreement	SkillTech Subscription Agreement	Gingold Subscription Agreement
	from LeadManager (cl 3.1(b));	<p>Services or our Web Site, including, but not limited to:</p> <p>(a) taking any action that places an unreasonable burden or excessive load on our system(s);</p> <p>(b) infecting the Services and/or the Web Site with any computer programming routine (e.g. any virus, worm, timebomb, cancelbot or trojan horse) that may damage, interfere with, delay, intercept or expropriate any system, data or personal information; or</p> <p>(c) acting in any way that degrades the operational performance of the Services and/or the Web Site.</p>	<p>Services or our Web Site, including:</p> <p>(a) without limiting clause 3.3, taking any action that places an unreasonable burden or excessive load on our system(s);</p> <p>(b) infecting the Services and/or the Web Site with any computer programming routine (e.g. any virus, worm, timebomb, cancelbot or trojan horse) that may damage, interfere with, delay, intercept or expropriate any system, data or personal information; or</p> <p>(c) acting in any way that degrades the operational performance of the Services and/or the Web Site.</p>	<p>Services or our Web Site, including:</p> <p>1. without limiting clause 3.3, taking any action that places an unreasonable burden or excessive load on our system(s);</p> <p>2. infecting the Services and/or the Web Site with any computer programming routine (e.g. any virus, worm, timebomb, cancelbot or trojan horse) that may damage, interfere with, delay, intercept or expropriate any system, data or personal information; or</p> <p>3. acting in any way that degrades the operational performance of the Services and/or the Web Site.</p>
5.	(f) the subscriber agreed to comply with BCI Media		3.3 You must comply with our policy in relation to fair usage	3.3 You must comply with our policy in relation to fair usage

No	Paragraph 19, LeadManager Subscription Agreement	Forum Group Subscription Agreement	SkillTech Subscription Agreement	Gingold Subscription Agreement
	Group's fair usage policy (Fair Usage Policy) (cl 3.3);		of the BCI Products as provided to you from time to time during the period of your subscription <b>(Fair Usage Policy)</b> . You acknowledge that any failure by you to comply with the Fair Usage Policy may result in the Company suspending or terminating your access to the Services.	of the BCI Products as provided to you from time to time during the period of your subscription <b>(Fair Usage Policy)</b> . You acknowledge that any failure by you to comply with the Fair Usage Policy may result in the Company suspending or terminating your access to the Services.
6.	(g) the relevant obligations in the Fair Usage Policy are (cl 2.1(a)-(b) of Fair Usage Policy):  i. the subscriber must not allow another person to use their subscription or User Details without BCI Media Group's consent;  ii. the subscriber must not use LeadManager in a manner that was not intended by BCI		2.1 You must not:  a. allow another person to use your subscription [sic] without the Company's consent;  b. (use the Services in a manner that was not intended by the Company (as communicated to you or ascertainable from our published marketing material or website), including using web crawlers for any purpose;	2.1 You must not:  a. allow another person to use your subscription [sic] without the Company's consent;  b. (use the Services in a manner that was not intended by the Company (as communicated to you or ascertainable from our published marketing material or website), including using web crawlers for any purpose;

No	Paragraph 19, LeadManager Subscription Agreement	Forum Group Subscription Agreement	SkillTech Subscription Agreement	Gingold Subscription Agreement
	Media Group (as communicated to the subscriber or ascertainable by BCI Media Group's marketing material or website), and must not use web crawlers for any purpose;			
7.	<p>(h) the subscriber agreed to only use LeadManager for their own information needs (cl 4);</p> <p>(i) the subscriber acknowledged that content on LeadManager (being data, text, software, music, sound, photographs, video, graphics or other material in any form, advertisements or commercially produced information presented through LeadManager) (Services Content) may be protected by copyright, confidentiality or other intellectual property rights (cl</p>	<p>4.1 You acknowledge that content, including but not limited to data, text, software, music, sound, photographs, video, graphics or other material contained in any form, including but not limited to advertisements or commercially produced information presented to you through the Services by us, or our advertisers or other content providers, <b>(Services Content)</b> may be protected by copyright, trademarks, service marks, trade secrets, patents, database rights, moral rights.</p>	<p>4.1 You acknowledge that content, including data, text, software, music, sound, photographs, video, graphics or other material contained in any form, including advertisements or commercially produced information presented to you through the Services by us, or our advertisers or other content providers, <b>(Services Content)</b> may be protected by copyright, trademarks, service marks, trade secrets, patents, database rights, moral rights, publicity rights, confidentiality or</p>	<p>4.1 You acknowledge that content, including data, text, software, music, sound, photographs, video, graphics or other material contained in any form, including advertisements or commercially produced information presented to you through the Services by us, or our advertisers or other content providers, <b>(Services Content)</b> may be protected by copyright, trademarks, service marks, trade secrets, patents, database rights, moral rights, publicity rights, confidentiality or</p>

No	Paragraph 19, LeadManager Subscription Agreement	Forum Group Subscription Agreement	SkillTech Subscription Agreement	Gingold Subscription Agreement
	<p>4.1);</p> <p>(j) the subscriber agreed that it would not copy, modify, edit, reproduce, create derivative works or materials, republish, upload, post, transmit, or distribute any of the Services Content for any party not directly associated with the subscriber (cl 4.1);</p> <p>(k) the subscriber agreed that they were prohibited from systematic retrieval of Services Content to create or compile, directly or indirectly, a collection, compilation, database or directory (cl 4.1);</p>	<p>publicity rights, confidentiality or other intellectual property rights, proprietary rights and laws. You acknowledge that you may use the Services for your own information needs only. You may not further copy, modify, edit, reproduce, create derivative works or materials, republish, upload, post, transmit, or distribute in any way the Services Content for any party not directly associated with you or your company.</p>	<p>other intellectual property rights, proprietary rights and laws. You acknowledge that you may use the Services for your own information needs only. You may not further copy, modify, edit, reproduce, create derivative works or materials, republish, upload, post, transmit, or distribute in any way the Services Content for any party not directly associated with you or your company. Systematic retrieval of Services Content to create or compile, directly or indirectly, a collection, compilation, database or directory is prohibited.</p>	<p>other intellectual property rights, proprietary rights and laws. You acknowledge that you may use the Services for your own information needs only. You may not further copy, modify, edit, reproduce, create derivative works or materials, republish, upload, post, transmit, or distribute in any way the Services Content for any party not directly associated with you or your company. Systematic retrieval of Services Content to create or compile, directly or indirectly, a collection, compilation, database or directory is prohibited.</p>
8.	<p>(l) the subscriber acknowledged that all tender documents, extracts from tender documents and other</p>	<p>5.1 You acknowledge that all tender documents, extracts from tender documents and other information including</p>	<p>5.1 You acknowledge that all tender documents, extracts from tender documents and other information including</p>	<p>5.1 You acknowledge that all tender documents, extracts from tender documents and other information including</p>

No	Paragraph 19, LeadManager Subscription Agreement	Forum Group Subscription Agreement	SkillTech Subscription Agreement	Gingold Subscription Agreement
	<p>information provided to them in connection with their Subscription Agreement or their use of LeadManager (Tender Documents) are protected by copyright (cl 5.1); and</p> <p>(m) the subscriber agreed they were not permitted to reproduce Tender Documents other than for the purpose of the submission of a quotation, tender or proposal in accordance with those documents (cl 5.1).</p>	<p>drawings provided to you in connection with this Agreement or your use of the Services (referred to hereafter as <b>Tender Documents</b>) are protected by copyright. You are not permitted to reproduce Tender Documents other than for the purpose of the submission of a quotation, tender or proposal in accordance with those documents.</p>	<p>drawings provided to you in connection with this Agreement or your use of the Services (referred to hereafter as <b>Tender Documents</b>) are protected by copyright. You are not permitted to reproduce Tender Documents other than for the purpose of the submission of a quotation, tender or proposal in accordance with those documents.</p>	<p>drawings provided to you in connection with this Agreement or your use of the Services (referred to hereafter as <b>Tender Documents</b>) are protected by copyright. You are not permitted to reproduce Tender Documents other than for the purpose of the submission of a quotation, tender or proposal in accordance with those documents.</p>

3. BCI Media Group says in answer to paragraphs 21 and 23 of the Defence, there is a commonality of relevant terms between the different issued LeadManager Subscription Agreements.
4. BCI Media Group says in answer to paragraph 43B of the Defence, Comparative Documents were requested, and provided, pursuant to the process on more than 21 occasions.
5. BCI Media Group says in answer to paragraph 43D of the Defence that:
  - (a) the Respondents admitted in their Defence to the Amended Statement of Claim filed 22 December 2023 that from at least 11 May 2017 that employees of RP

Data and Cordell sent emails containing information from Comparative Documents to customers and prospective customers of BCI Media Group;

- (b) the Respondents have not sought or obtained leave to withdraw the admission referred to in (a) above pursuant to r 26.11 of the Federal Court Rules 2011 (Cth), as they purport to do in paragraph 43D of the Defence; and
- (c) In the premises, the admission referred to in (a) above remains binding on the Respondents.

6. BCI Media Group says in answer to paragraph 54(b)(i) of the Defence that the common law of Australia has recognised the tort of interference with contractual relations.

#### **Particulars**

See, eg. *State Street Global Advisors Trust Company v Maurice Blackburn Pty Ltd (No. 2)* (2021) 164 IPR 420; [2021] FCA 137 at [430]-[431] (Beach J) and *Donaldson v Natural Springs Australia Limited* [2015] FCA 498 at [202]-[224] (Beach J).

7. BCI Media Group admits the fact alleged in paragraphs 55B, 82B and 99B of the Defence that “BCI Media Group would never have granted RP Data any licence”.
8. BCI Media Group says in answer to paragraph 98 of the Defence:
- (a) that there is a recognised cause of action for being knowingly involved in or providing knowing assistance to a breach of confidence; and

#### **Particulars**

- (i) See, eg. *The City of Sydney v Streetscape Projects (Australia) Pty Limited & Anor* [2011] NSWSC 1214; 94 IPR 35 at [475]-[491] (Einstein J) not relevantly overturned on appeal and *Lifepan Australia Friendly Society Ltd v Woff* [2016] FCA 248; 250 FCR 1 at [334] (Besanko J).
- (b) further, by reason of the matters and circumstances pleaded in paragraphs 95 to 98A of the Statement of Claim, RP Data came under the same duty of trust and confidence in respect of the BCI Confidential Information and breached that duty of confidence.

**Non-admissions of matters entirely within the Respondents' knowledge**

9. The Defence includes numerous non-admissions of matters of fact in response to the material facts pleaded in the Statement of Claim (the **Specific Non-Admissions**).

**Particulars**

- (i) Paragraph 6(h), the Respondents say they do not know and cannot admit whether they have collectively referred to themselves as "CoreLogic".
- (ii) Paragraph 9, the Respondents say they do not know and cannot admit whether CoreLogic, Inc. claims to be the owner of intellectual property and copyright works produced by CoreLogic Australia, RP Data and Cordell.
- (iii) Paragraph 27(b), the Respondents say they do not know and cannot admit whether RP Data received the User Details which were supplied to the Forum Group without the knowledge or consent of BCI Media Group.
- (iv) Paragraph 29, the Respondents say they do not know and cannot admit that at all material times, throughout the term of the Forum Group Subscription Agreement, Forum Group knew that RP Data was using its User Details to access LeadManager.
- (v) Paragraph 33(b), the Respondents say they do not know and cannot admit whether RP Data received the User Details which were supplied to SkillTech without the knowledge or consent of BCI Media Group.
- (vi) Paragraph 35, the Respondents say they do not know and cannot admit that at all material times, throughout the term of the SkillTech Subscription Agreement, SkillTech knew that RP Data was using its User Details to access LeadManager.
- (vii) Paragraph 38(b), the Respondents say they do not know and cannot admit whether RP Data received the User Details which were supplied to Gingold without the knowledge or consent of BCI Media Group.
- (viii) Paragraph 41, the Respondents say they do not know and cannot admit that at all material times, throughout the term of the Gingold Subscription Agreement, Gingold knew that RP Data was using its User Details to access LeadManager.

- (ix) Paragraph 41A(b), the Respondents say they do not know and cannot admit whether RP Data used the User Details between July 2016 and 27 March 2020 to access LeadManager (Paragraph 41A(a), in which the Respondents only admit that RP Data used those User Details to access LeadManager “from time to time”).
- (x) Paragraph 43D(iv), the Respondents say they do not know and cannot admit whether employees of RP Data and Cordell (which the Respondents say are employees of RP Data) presented the information in the Comparative Documents, ~~and sent emails containing information from the Comparative Documents (except as particularised) to customers or prospective customers of BCI Media Group.~~
- (xi) Paragraph 73(b), the Respondents say they do not know and cannot admit the dates on which RP Data conducted searches on LeadManager.
- (xii) In paragraph 74(f), the Respondents say they do not know and cannot admit that RP Data published the Comparative Documents to customers and prospective customers (except as particularised in paragraph 43D~~(iv)~~).
- (xiii) Paragraph 124, by which the Respondents say they do not know and cannot admit the allegations on the suggested basis that they are not adequately pleaded and particularised.

10. BCI Media Group says that:

- (a) the Specific Non-Admissions are within the Respondents’ knowledge;
- (b) the Respondents have made other admissions in the Defence which are consistent with the Respondents having the knowledge in paragraph 10(a); and
- (c) the Respondents could plead to the Specific Non-Admissions.

11. By reason of the matters referred to in paragraphs 96 and 107, the pleading of the Specific Non-Admissions by the Respondents:

- (a) is evasive or ambiguous, contrary to Federal Court Rule 16.02(2)(c);
- (b) is likely to cause prejudice, embarrassment or delay in the proceeding, contrary to Federal Court Rule 16.02(2)(d);

- (c) fails to specifically admit or deny every allegation of fact in the pleading, as required by Federal Court Rule 16.07(1); and
- (d) are not matters which can be the subject of a non-admission under Federal Court Rule 16.07(3), and therefore the allegations of fact which are the subject of the Specific Non-Admissions have not been specifically denied and are taken to be admitted by operation of Federal Court Rule 16.07(2).

Date: ~~14 February 2024~~ 21 October 2025



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Signed by Michael John Williams  
Lawyer for the Applicant

This pleading was prepared by Christopher McMenamain of counsel.

### **Certificate of lawyer**

I Michael John Williams certify to the Court that, in relation to the reply filed on behalf of the Applicant, the factual and legal material available to me at present provides a proper basis for:

- (a) each allegation in the pleading; and
- (b) each denial in the pleading; and
- (c) each non admission in the pleading.

Date: ~~14 February 2024~~ 21 October 2025



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Signed by Michael John Williams  
Lawyer for the Applicant