

WESTERN WARRIORS NETBALL CLUB INCORPORATED

TERMS AND CONDITIONS

Terms of Access

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Western Warriors sells team apparel and merchandise (the Products) on this Website, and allows Users to purchase such Products.

Terms and Conditions

1. General

- 1.1 You acknowledge and agree that these Terms and Conditions apply to all interactions and transactions between you and Western Warriors.
- 1.2 You acknowledge that any transaction between you and Western Warriors is purely for the supply of Products that you have requested and that Western Warriors has not provided you with any advice in relation to such Products or recommendation, expressly or impliedly, financial or otherwise.
- 1.3 You acknowledge that you have read and understood these Terms and Conditions in their entirety and that you have been given the opportunity to obtain legal advice prior to accessing this Website.
- 1.4 Western Warriors reserves the right to change these Terms and Conditions, this Website, your User Profile and other policies at any time and from time to time. Revised Terms and Conditions will be made available on this Website and you are responsible to review Our Terms and Conditions from time to time to check for updates.

2. Terms and Conditions of the supply of the Products

- 2.1 You must create a User Profile in order to purchase any Products.
- 2.2 The Products will be GST inclusive unless otherwise stated.
- 2.3 You may terminate your User profile at any time by providing written notice to Western Warriors by email or by deleting your account. Upon receipt of the written notice we will delete your profile.
- 2.4 Western Warriors reserves the right to suspend, modify your User Profile, or restrict access to your User Profile at any time without restriction.

3. Privacy Policy

- 3.1 Western Warriors is committed to safeguarding your privacy in accordance with the Australian National Privacy Principles outlined in the Privacy Act 1988.

- 3.2 Please refer to and become familiar with our Privacy Policy which is found on the following link on this Website.
- 3.3 You are responsible for maintaining the confidentiality and security of your login details and User Profile. You must immediately notify Western Warriors of any unauthorised use of your login details. It is important to ensure that you logout of your User Profile at the end of each use.

4. Disclaimer and Exclusions

- 4.1 You acknowledge and agree that Western Warriors makes no warranty of any kind to you, to the fullest extent permissible by law, in respect of any matter, including, without limitation:
 - 4.1.1 In respect of any Product: its fitness for purpose, or suitability for you;
 - 4.1.2 the infringement of third party rights;
 - 4.1.3 the accuracy of any information contained in this Website or otherwise communicated by Western Warriors.
- 4.2 Western Warriors does not accept any liability for any loss or damages resulting from your reliance on the information supplied on this Website.
- 4.3 To the fullest extent permitted by law, neither Western Warriors nor any of its affiliates, employees, subsidiaries shall be liable for any damages of any kind, including without limitation, direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with this Website or with the use of any information contained herein or otherwise communicated to you by Western Warriors, for any reason whatsoever, including without limitation the use or inability to use this Website by any party, the failure to perform, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, loss of profit or income.
- 4.4 Western Warriors makes no representations or guarantees as to the Products sold on the Website. The Australian Consumer Laws apply to any warranties provided regarding the Products.

5. Intellectual Property

- 5.1 All intellectual property rights including, without limitation, trademarks, service marks, trade names, copyright and other rights used or embodied in this Website are the sole property of Western Warriors and must not be used without its express written consent.
- 5.2 Western Warriors reserves all intellectual property rights, including, but not limited to, copyright in material and/or Products provided by it. The Products provided on this Website are provided for personal use only and may not be re-sold and/or re-distributed in any material form.

6. Website Security Policy

- 6.1 Western Warriors does not warrant the accuracy, completeness or suitability of any information provided on this Website and excludes to the fullest extent permissible by law liability for any error, inaccuracy or omission contained on

this Website or any information provided by Western Warriors.

- 6.2 Hyperlinks and references to other internet resources including banner advertising are provided and used at the risk of the party accessing this Website and the content, accuracy, opinions expressed, together with other links provided by these resources are not the property of Western Warriors nor are they investigated, verified, monitored, or endorsed by Western Warriors in any manner.
- 6.3 In accessing this Website, you acknowledge that data transmission and storage over the internet, including via this Website, cannot be guaranteed to be secure and accordingly Western Warriors does not warrant the security of any information you transmit.

7. General

- 7.1 Your use of this site is governed by the laws of Victoria and you agree to submit to the non exclusive jurisdiction of the Courts of Victoria.
- 7.2 Any failure by Western Warriors to enforce a provision of these terms and conditions shall not constitute a waiver or affect the validity of these terms.
- 7.3 In the event of any term or condition being held to be invalid, illegal, unlawful or otherwise being incapable of being enforced, that term or part thereof shall be deemed to be severed and of no force and effect and the remaining terms and conditions shall remain valid and enforceable.