



## Terms and Conditions

### Part 1. Operation and Dictionary

#### 1. Operation

- a) The Terms and Conditions (The **Terms**) should be read together with the Privacy Policy.
- b) We own and operate the Website.
- c) By accessing and/ or using the Website, you agree to the Terms and the Privacy Policy.
- d) You should read the Privacy Policy and the Terms carefully. If you do not agree to the Terms and the Privacy Policy, you should immediately stop using the Website.

#### 2. Dictionary

In the Terms, the following terms have the following meanings:

our, us and we = Gumeracha Olive Oil and Gumeracha Pure Honey ABN 13 597 966 308

Privacy Policy = Our privacy policy published on this Website

Products = Honey, Olive Oil and other associated products.

Terms = These Terms and Conditions published on the Website

Website = The domain [www.gumerachahills.com.au](http://www.gumerachahills.com.au) and all subdomains and related services

#### 3. Collection Notice

- a) We collect the Personal Information in order to provide you with the Products and for purposes otherwise set out in our Privacy Policy.
- b) We may disclose that information to third parties that help us provide the Products or as required by law. If you do not provide this information or provide inaccurate information, we may not be able to provide some or all of the Products to you.
- c) Our Privacy Policy explains:
  - i. how we store and use, and how you may access and correct your personal information; and
  - ii. how you can lodge a complaint regarding the handling of your personal information; and
  - iii. how we will handle any complaint.
- d) If you would like any further information about our privacy policies or practices, please contact us using the details on our Website.
- e) By providing the Personal Information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.



### Part 3. Changes

#### 6. Accuracy, completeness and timeliness of information

- a) The information on our Website is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information on our website, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on this website. You should monitor any changes to the information contained on this Website.
- b) We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this Website or a linked Website. You must take your own precautions to ensure that whatever you select for your use from our Website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.
- c) We may, from time to time and without notice, change or add to the Website (including the Terms and the Privacy Policy) or the information, products or services described in it. However, we do not undertake to keep the website updated. We are not liable to you or anyone else if errors occur in the information on the website or if that information is not up to date.
- d) Changes to the Terms and the Privacy Policy take effect once published on the Website. Your continued use of the Website constitutes acceptance of the changed Terms.

#### 7. Changes to Products

You accept that we may add or remove Products from time to time.

#### 8. Promotions and Competitions

- a) For certain campaigns, promotions or contests, additional terms and conditions may apply. Those additional terms and conditions will be referred to in the relevant campaign, promotion or contest.
- b) If you want to participate in such a campaign, promotion or contest, you need to agree to the relevant terms and conditions applicable to that campaign, promotion or contest.
- c) In case of any inconsistency between such terms and conditions and these Terms, those terms and conditions will prevail.



## Part 4. Other Conditions

### 9. Linked sites

Our Website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

### 10. Intellectual property rights – General

- a) Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this Website and in all of the material (including all text, graphics, logos, audio and software) made available on this website (Content).
- b) Your use of this Website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this Website or the Content. However we do grant you a licence to access the Website and view the Content on the terms and conditions set out in these Terms and, where applicable, as expressly authorised by us and/or our third party licensors.
- c) Any reproduction or redistribution of this Website or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited.
- d) All other use, copying or reproduction of this Website, the Content or any part of it is prohibited, except to the extent permitted by law.

### 11. Unacceptable activity

- a) You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our Website, including but not limited to:
  - i. any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
  - ii. using this Website to defame or libel us, our employees or other individuals;
  - iii. uploading files that contain viruses that may cause damage to our property or the property of other individuals;



- iv. posting or transmitting to this Website any non-authorized material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.
- b) If we allow you to post any information to our Website, we have the right to take down this information at our sole discretion and without notice.
- c) Despite the fact that we may have the right to take down any information you post to our Website, we are not obliged to monitor our Website and audit any information that you post.

## 12. Warranties and disclaimers

- a) To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about this Website or the Content, including but not limited to warranties or representations that they will be complete, accurate or up to date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure.
- b) We reserve the right to restrict, suspend or terminate without notice your access to this Website, any Content, or any feature of this Website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

## 13. Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of our Website and/or Content and/or the information or materials contained on it, or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

## 14. Jurisdiction and governing law

- a) Your use of the Website, these Terms and the Privacy Policy are governed by the law of the State of South Australia.
- b) We and you submit to the non-exclusive jurisdiction of the Courts of that State and the Courts of the Commonwealth of Australia (in the registry in the capital of that State) and any Courts which may hear appeals from those Courts.



- c) The Parties agree not to object to the jurisdiction of those Courts on the basis of forums non conveniens, under the Service and Execution Of Process Act 1992 (Cth) or any other basis.

#### 15. Entire Agreement

- a) These Terms, the Privacy Policy (and any other document incorporated by those documents) (together, the Contractual Documents) forms the entire agreement between us and you as to its subject matter.
- b) All prior representations, statements, warranties and guarantees are expressly waived unless incorporated into the Contractual Documents.
- c) The Contractual Documents may only be amended in writing. We may amend the Contractual Documents by posting the amended Contractual Documents online. Those amended Contractual Documents take effect on and from the date that they are posted.