

Barbeques Galore (Aust) Pty Limited

CORPORATE GIFT CARDS WEBSITE TERMS AND CONDITIONS

1. Acceptance

These terms and conditions form a legally binding agreement between you and Barbeques Galore (Aust) Pty Limited (ABN 93 001 354 454) of Building A2, Campus Business Park, 350-374 Parramatta Road, Homebush NSW 2140 ("Barbeques Galore", "we" or "us") in relation to your use of this website. You accept these terms and conditions by accessing or using any part of the website after you have first accessed a page providing a link to these website terms and conditions.

If you decline to accept these terms and conditions, you should exit this website immediately.

You acknowledge and accept these terms and conditions (as varied from time to time) each time you or any other person accesses on your behalf, any part of this website, regardless of the means by which the website is accessed, and whether such access is authorised or not.

2. This website, terms and conditions

A reference to "this website" means the corporate gift card sales website accessed at www.corporate.barbequesgaloregiftcards.com.au and any part of that website.

A reference to "these terms and conditions" or "these terms" also includes any other conditions or requirements contained within this website.

3. Terms of use for your gift card(s)

These terms and conditions are in addition to the Barbeques Galore Gift Card Terms and Conditions that apply to the use of the gift card(s) available and purchased through this website.

4. Use of this website

You acknowledge that we may allow access to the services offered on this website to anyone who enters the website and uses your login details consisting of a valid and active username and password. Your login details are our way of identifying a user and providing access to the Barbeques Galore Corporate Sales Gift Card Service.

You are responsible for the use of this website and service including anyone who uses it in connection with your corporate account and your login details. You indemnify us in respect of all use of this website by you, with your consent or in connection with your gift card ordering, except to the extent that we have expressly authorised that use.

You and your organisation are solely responsible for any loss caused by use of your login details by you or any other person, including any use not approved or contemplated by you.

You will not change, hack into or otherwise interfere with the operation of this website or any information contained within it.

You must notify us immediately by calling the Barbeques Galore Corporate Sales team on 02 9735 4157 if you know of or suspect any unauthorised use of this website and service, including unauthorised access utilising your login details.

5. Withdrawal or suspension of service

Our online services, or your access to them, may be withdrawn or suspended for any reason without notice, including but not limited to the following;

- any interruption to, or fault in, any applicable computer or telecommunications system or service including if a service, website computer or telecommunications system is subjected to any virus, unauthorised access, or similar event;
- for website maintenance or security purposes;
- if you breach any of these terms and conditions or use the service for a purpose not expressly authorised by Barbeques Galore under these terms and conditions or otherwise in writing;
- if your login consisting of a valid and active username and password is disabled, suspended, cancelled or expires; or
- if Barbeques Galore no longer wishes to provide the service or maintain this website.

6. Copyright

The website and its contents are subject to copyright. The copyright is owned by Barbeques Galore or, in the case of some material, third parties.

You may view this site and its contents using your web browser and electronically copy and print hard copies of parts of this site solely for personal, non-commercial use. Any other use, including the reproduction, modification, distribution, republication, display, communication or performance, of the content of this site is strictly prohibited.

7. Trade marks

This website contains registered trade marks and other trade marks that are otherwise protected by law that are owned by Barbeques Galore or its affiliates. Except as expressly authorised by Barbeques Galore in writing, the use (excluding copying or printing hard copies of parts of the website for personal, non-commercial use) or misuse of any of these trade marks is strictly prohibited.

The website may also feature other trade marks owned by third parties used by Barbeques Galore with the consent of those third parties. Barbeques Galore does not claim any proprietary rights in those trade marks. Barbeques Galore is not liable for your use or misuse of such trademarks.

8. Viruses and Cookies

Barbeques Galore cannot guarantee that any file or program available for access, download and/or execution from or via this website is free from viruses or other conditions that could damage or interfere with data, hardware or software with which it might be used. You assume all risk associated with the use of all programs and files on this website and you release Barbeques Galore entirely from all responsibility and any consequences of its use.

Cookies are small pieces of information that your browser saves and stores on your computer hard drive. A cookie can be used for, amongst other things, authentication and recognition purposes, storing site preferences and remembering shopping cart contents. We use cookies to provide you with website usage information as well as to assist us to improve and develop the products and services we offer. The cookies we use do not store personal data about you.

If you disable cookies on your web browser, you may not be able to fully experience all features of the website.

From time to time, we may use third party advertising companies that may collect personal data from you by placing cookies on your browser when you visit our website. Such data may be used for the purposes of gauging the effectiveness of our advertisements on this and other websites through online advertising networks.

9. Third party websites

This website may contain links to third party websites. Barbeques Galore is not responsible for the condition, content, advertising, predicts, materials or the accuracy of content, security levels or any other aspect of any third party websites, as they are not under Barbeques Galore's control. You access those sites and/or use those site's products and services solely at your own risk. Barbeques Galore will not be responsible for any damages or loss caused by or in connection with the use, reliance and purchase from the third party website. The links are provided solely for your convenience, and do not indicate, expressly or impliedly, any endorsement by Barbeques Galore of linked third party websites or the products and services provided, advertised or described on those websites. You need to make your own independent decisions regarding your interactions or communications with these websites.

If you wish to link your website to the Barbeques Galore website you must first obtain Barbeques Galore Corporate Sales' written permission. It is your responsibility to contact us to seek permission.

Barbeques Galore is not responsible for the privacy practices of sites that are linked to this site via hyperlinks, banner advertising or otherwise. Please take care at all times to check the terms of use for the website you are visiting.

10. Privacy

Our Privacy Notice governs your submission of personal data through the website. These website Terms and Conditions incorporate the terms and conditions of the Privacy Notice. For further information on privacy, please see our Privacy Notice.

11. Communications

When you visit the website and send e-mails to us, you are communicating with us electronically. You agree that we may communicate with you electronically.

We will communicate with you by e-mail or by posting notices on the website. You agree that all agreements, notices and other communications that we provide to you electronically meet any legal requirement that such communications be in writing. In some instances, we may communicate with you via other methods where you have consented to such communication.

12. Comments and feedback

Please note that if you provide any information, suggestions, attachments, ideas, feedback, product reviews or comments ("Comments") on or via the website, such Comments will not be considered confidential. By submitting any Comments, you are granting Barbeques Galore an irrevocable, perpetual and unrestricted license to use, modify, reproduce, transmit, display and distribute any Comments for any purpose whatsoever, including advertising.

You are solely responsible for the accuracy of the Comments you post on or via the website, and for the consequences of posting those Comments, which you acknowledge and agree are your personal views or opinions.

Barbeques Galore does not endorse, verify, encourage or agree with any Comments posted on this website. Comments must not violate any right of any third party, including copyright, trade mark, privacy or other personal or proprietary right. Comments must also not contain slanderous or otherwise unlawful, abusive or obscene material.

Barbeques Galore has the right but not the duty to monitor and edit or remove any Comments posted by users of the website.

13. Security

We have put in place measures to safeguard and secure your personal data from unauthorised access, misuse, modification and disclosure while stored or transmitted by Barbeques Galore.

When you provide us with your personal data (including your name, address, and credit card number) through the ordering process, we protect your personal data in transit by a Secure Socket Layer (SSL), which fully encrypts your personal data from being read by anyone over the internet. SSL encryption works by forming a matched pair with the transmission from your computer transmission and our server, so that only data to and from these sources is valid. To ensure that you are accessing our secure server before you submit your personal data, please refer to the lower corner of your browser for an unbroken key or a closed lock (depending upon your browser), which indicates that SSL is active.

14. Disclaimer

You agree that your access to, and use of, this website is subject to these terms and conditions and all applicable laws and is at your own risk. You acknowledge that this website and its contents are provided on an "as is" basis. This website may contain errors, faults and inaccuracies and may not be complete and current. Barbeques Galore therefore reserves the right to correct any errors, faults or inaccuracies (including after an order has been submitted) and to change or update information at any time without prior notice.

Barbeques Galore makes no representations or warranties of any kind, express or implied, concerning the operation of this website, or any information, content, materials or products included on this site or related to this site, except as otherwise required under applicable laws. Further, Barbeques Galore does not make any representations or warranties that the website will be uninterrupted or error-free, nor does it make any representations or warranties as to the results of any search conducted on the website.

15. Limited Liability

Except to the extent required by law, neither Barbeques Galore nor its affiliates, directors, officers, employees, agents, successors, assignees, service providers, or other contractors will be liable for any losses, damages, liabilities, claims or expenses (including legal costs) whatsoever (including negligence), arising out of, or in any way related to, the use of this website or any website linked to it. This limitation applies to all direct, indirect, consequential, special, punitive or other losses, damages, liabilities, claims or expenses you or others may suffer, including for loss of profits, business interruption or loss or corruption of data or information.

Barbeques Galore liability for a breach of a condition or warranty which is implied by law and cannot be excluded is limited, to the maximum extent possible, to one of the following at Barbeques Galore's option:

- the supply of the goods or services again; or
- the payment of the cost of having the services supplied again.

16. Applicable law

This website is provided for use by registered Australian businesses and their authorised officers only. Your use of this website is governed by and enforced in accordance with the laws of the state of Victoria, Australia. Disputes arising from your use of this website are exclusively subject to the jurisdiction of the courts of Victoria, Australia.

This website may be accessed throughout Australia and overseas. Without limiting the above disclaimer, Barbeques Galore makes no representations that the content of this website complies with the laws (including intellectual property laws) of any country outside Australia. If you access this site from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the site.

17. Variations to terms and conditions

These are the current website terms and conditions.

Barbeques Galore reserves the right to make amendments and variations to these terms and conditions, any policies and the content of the Website at any time without notice to you. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be severable and operable to the extent permitted under the law, and shall not affect the validity and enforceability of any remaining conditions. Where a change may result in an unfair burden being placed on existing users of the website or services, we will provide a period of notice that we consider appropriate and reasonable related to that change.

You should visit the Website Terms from time to time to review the then current terms governing your use of the Website.

18. Need more information?

For more information please contact the Barbeques Galore Corporate Sales Team on:

Phone: 02 9735 4157

Mail: Building A2, Campus Business Park, 350-374 Parramatta Road, Homebush, NSW, 2140

Email: Commercial.sales@bbqgalore.com.au