



Online Shop Terms

1. Online Shop Terms

CareFlight Limited (ABN 18 210 132 023) (**CareFlight, we, our, us**) owns and operates the website at <http://careflight.org/> (**Site**), which is governed by the Website Terms of Use. You can view the Website Terms of Use at www.careflight.org.

As part of our Site, you (**you, your**) have access to an online shop at <http://careflight.org/bears/> (**Our Online Shop**) where you can purchase products provided by us (**Our Products**).

Purchases of Our Products through Our Online Shop are governed by these terms and conditions together with our Website Terms of Use and our Privacy Policy (**Online Shop Terms**).

When placing an Order for Our Products, you will be prompted to accept the Online Shop Terms prior to completing your transaction. Purchases from Our Online Shop are only available to Australian residents.

2. Changes to the Online Shop Terms

We reserve the right to change the Online Shop Terms from time to time. If we change the Online Shop Terms, we will publish an updated version on Our Online Shop page. Any purchase of Our Products is subject to the Online Shop Terms published at the time of that purchase.

3. Placing an order for Our Products

You may select and submit an order (**Order**) for Our Products of your choice (**Selected Products**) through Our Online Shop.

As part of Our Online Shop ordering process, you will be prompted to provide us with some personal details necessary for the processing of your Order. If you do not wish to provide us with the required personal details, you will not be able to conclude and submit an Order.

Any Order placed through Our Online Shop is an offer by you to purchase the Selected Products for the price indicated on Our Online Shop (**Price**) plus applicable postage and handling fees (**Delivery Charges**).

4. Privacy

We are committed to protecting your privacy. Personal details you provide to us will only be used in accordance with our Privacy Policy available at http://careflight.org/privacy_statement/ (**Privacy Policy**). You understand that through your use of Our Online Shop and Site you consent to the collection and use of those details in accordance with our Privacy Policy.

In respect to your personal details provided to use in the ordering process, you agree and authorise us to disclose it to third parties who provide services to us in relation to fulfilling the Orders. These may include mailing houses, call centres, gateway providers, delivery service providers and organisations that assist us to check for or prevent unauthorised or fraudulent transactions.

5. Price and payment

The Price of Our Products as displayed on the Online Shop may not be the same as or correspond to the prices we offer on outbound telemarketing programs. We are not obliged to match any prices.

Unless otherwise expressly indicated on Our Online Shop, the Price is inclusive of GST. GST has the meaning defined in *A New tax System (Goods and Services Tax) Act 1999*.

The Delivery Charges will be calculated and added to the Price prior to confirmation of the Order when you provide us with the address for delivery in the ordering process.

The Price and Delivery Charges for an accepted Order will be processed through the credit card details you provide in the ordering process. The following credit cards are accepted: Visa and MasterCard.

By clicking "Confirm Order" and then providing us with the details of your credit card, you authorise us to process your payment for the Price and Delivery Charges.

You must not pay, or attempt to pay, for a Selected Product through any fraudulent or unlawful means.

Delivery of the Selected Products will include a receipt specifying the Price and Delivery Charges.

6. Acceptance of Orders

If we accept your Order, we will:

- (a) provide you with an email confirming your Order (**Confirmation Email**);
- (b) process your payment of the Price and Delivery Charges against the credit card details provided by you in the Order; and
- (c) supply the Selected Products to the delivery address you nominate (**Delivery Address**).

7. Rejection or cancellation of Orders

We may reject or cancel any Order or any part of it (including an Order we have accepted) without liability to you if:

- (a) a Selected Product is not available; or
- (b) we identify an error in the Price or description of a Selected Product posted on Our Online Shop at the time your Order is placed; or
- (c) your credit card payment is not accepted; or
- (d) we believe your Order has been placed in breach of the Online Shop Terms.

If we reject or cancel an Order or any part of it, we will send you a notice via the email address you provided us in the Order and will not charge you any amounts for cancelled part of the Order.

You may cancel an Order by contacting customer service from 9am to 5pm, Monday to Friday (Sydney time) on 1800 631 678 (**Customer Service**), at any time prior to despatch of your Order. Once your Order has been despatched, you may not cancel your Order.

If you cancel an Order prior to despatch and your payment has been processed, we will refund the Price and Delivery Charges of the Selected Product to the credit card you used to make payment.

8. Delivery of Selected Products

You acknowledge and agree that any person at the Delivery Address who receives the Selected Product is authorised by you to receive your Order.

9. Risk and title

Risk and title to the Selected Product pass to you on the date and time of delivery to the Delivery Address.

10. Returns and refund

You must check any Selected Product delivered to you to determine if it is damaged, faulty or does not match the description in Our Online Shop (**Faulty Product**).

If you received a Faulty Product, you may choose to receive a replacement or a refund. To receive a replacement or a refund, you must contact Customer Service as soon as possible, preferably within 14 days of delivery.

Customer Service will advise you on how to return the Faulty Product to us. You will need to send us the Faulty Product together with the receipt provided on Delivery.

If you request a replacement, we will despatch a replacement Selected Product to you on receipt of the returned Faulty Product.

If you request a refund, we will process the refund of the Price and Delivery Charge to your nominated credit card on receipt of the returned Faulty Product.

Please allow at least 14 days after posting the Faulty Product back to us for our processing of your replacement or refund request.

If you wish to return a Selected Product that is not a Faulty Product, then you must:

- (a) notify our Customer Service of your intention to return the Selected Product, and
- (b) post the Selected Product back to us together with the applicable invoice within 14 days of your receipt of the Selected Product.

If you fail to return the Selected Product within 14 days (other than a Faulty Product), then we are not obliged to provide you with a refund of the Price.

We do not refund Delivery Charges for returns other than for Faulty Products.

11. Australian Consumer Law

Consumers have certain rights under the Australian Consumer Law (**ACL**) which cannot be limited or excluded. If you have rights under the ACL in respect of Our Online Shop or Our Products, including rights arising from any consumer guarantee, nothing in the Online Shop Terms operates to exclude them. To the extent the law permits, our liability for breach of any consumer guarantee is limited to one of the following at our option:

- (a) in the case of services:
 - (i) the resupply of the services, or
 - (ii) the payment of the cost of resupply; and
- (b) in the case of goods, including Our Products:
 - (i) the repair or replacement of the goods, or
 - (ii) the supply of equivalent goods, or
 - (iii) the payment of the cost of replacing or repairing the goods, or the payment of the costs of acquiring and supplying equivalent goods.

Subject to the previous paragraph and to the maximum extent permitted by law, we do not give any guarantee or warranties or make any representation of any kind, whether express or implied, in relation to Our Online Shop or Our Products, and you expressly understand and agree that:

- (a) access to Our Online Shop is provided to you on an "as is" and "as available" basis;
- (b) your use of Our Online Shop is at your sole risk, and we are not responsible for any interference, loss or damage to your data, computer system, or mobile device which arises in connection with your use of the Our Online Shop;
- (c) although reasonable precautions and efforts have been taken, we, our affiliates, officers, employees, agents, partners and licensors make no warranty and do not guarantee that:
 - a. Our Online Shop will be continually available or there will be no failures, errors or omissions or loss of transmitted information, or that no viruses will be transmitted through Our Online Shop; or
 - b. the information that may be obtained from Our Online Shop is accurate or reliable.

12. Liability

To the extent the law permits, we are not liable for any loss or damage, including but not limited to direct, indirect or consequential losses (including for loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind) or loss or corruption of data, in contract, tort, under any statute or otherwise (including negligence) arising from or connected to this Online Shop Terms, Our Online Shop and/or Our Products, or your use of Our Online Shop and Our Products.

Our liability to you for loss or damage of any kind is reduced to the extent (if any) that you cause or contribute to that loss or damage. This reduction applies whether our liability is in contract, tort (including negligence), under any statute or otherwise.

13. Termination

We may immediately suspend, terminate or limit your access to and use of Our Online Shop if you breach any of the Online Shop Terms. Subject to clause 6, any Orders that we have accepted via a Confirmation Email will not be affected.

14. Use of Our Online Shop outside Australia

We do not sell or deliver Our Products outside Australia.

15. General terms

The Online Shop Terms are governed by and construed in accordance with the laws of New South Wales, Australia. We and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

If the whole or any part of a provision of the Online Shop Terms is declared void, unenforceable or illegal, that provision or part will be enforced to the maximum extent permissible by law so as to give effect to the intent of the Online Shop Terms. If that provision or part cannot be enforced in such a way, it will be severed from the Online Shop Terms, and the remainder of the Online Shop Terms will continue in full force and effect.

We may assign our rights and duties under the Online Shop Terms to any party at any time without notice to you.