

Terms and Conditions – Click Frenzy Go Nuts Sale

1. These Terms and Conditions

1.1. This website at www.clickfrenzystore.com.au (**Site**) is owned and operated by Click Frenzy Pty Ltd (**Click Frenzy**).

1.2. These Terms and Conditions apply to your use of the Site. Please read these Terms and Conditions carefully before accessing or using the information and services available through the Site. By accessing or using the Site you agree to be bound by these Terms and Conditions

1.3. Click Frenzy reserves the right in its sole discretion to modify these Terms and Conditions from time to time and you should regularly review them. Your continued use of the Site and our services constitutes your agreement to these Terms and Conditions as modified from time to time

1.4. These Terms and Conditions do not apply to the website www.clickfrenzy.com.au. You should refer to the separate terms and conditions on that site before accessing or using that site.

2. Access

2.1. Click Frenzy reserves the right to deny you access to, or use of, all or part of the Site, including cancellation of purchases, without prior notice, if you engage in any conduct that Click Frenzy believes, in its sole discretion, violates any term or provision of these Terms and Conditions, or violates the rights of Click Frenzy or third parties or is otherwise inappropriate for continued access and use of the Site.

2.2. You acknowledge that Click Frenzy has no obligation to monitor your access to or use of the Site, but has the right to do so for the purpose of operating the Site, or to ensure compliance with these Terms and Conditions, or to comply with any law or order of a court.

3. Use and Eligibility

3.1. The Site is only for use by individuals who can form legally binding contracts. By using the Site, you are representing that you are 18 years of age or over.

3.2. All of the products sold via the Site are only available for sale to registered Click Frenzy account members and only while stocks last. To be a registered Click Frenzy

account member, you must have completed the registration on the Site, and any purchase made must use the account email address as the contact. Any purchase attempt made by a person whom Click Frenzy cannot verify as a registered account member at the time of fulfilment will be cancelled and any monies refunded.

3.3. When registering a membership account, you must provide accurate, complete and up- to-date information as requested through the subscription process. It is your responsibility to inform Click Frenzy of any changes to your information, including contact email, from time to time.

3.4. You must use this Site for lawful purposes only. You must not:

(a) use the Site to infringe any third party rights, including copyright or other intellectual property rights;

(b) impersonate any other person, misrepresent your identity or affiliation with any other person or entity, or commit forgery (or attempted forgery) through the Site;

(c) introduce, or permit the introduction of, any virus, worm, trojan or other malicious code into the Site, or in any other manner whatsoever corrupt, degrade, interfere with or disrupt the Site or servers or networks connected to the Site;

(d) use any software, routines or code (for example, bots or scraper tools) or other automatic devices to systematically access, monitor, copy, extract or use any functionality of the Site or any of the information, text, materials, graphics, logos, icons, images, video and audio clips, trade marks (whether registered or not), advertisements, layout, arrangement, graphical user interface, look and feel, and control features of the Site (together, the **Content**);

(e) use the Site to defame, abuse or harass any individual or infringe any individual's privacy (including by way of any breach of the National Privacy Principles as set out by the *Privacy Act 1988* (Cth)) or other rights;

(f) harvest or otherwise collect or store data about other users or merchants from the Site, including email addresses; or

(g) use the Site to violate, or in any way that violates, any applicable state, Commonwealth or international law or regulation.

4. Purchases through the Go Nuts Sale

4.1. Products on this Site are directly sold to Click Frenzy account members by Click Frenzy through the Site. Instructions for purchasing these products during limited windows of time will be advertised to registered account members. Purchases made must follow the process advertised to registered account members. Click Frenzy is responsible for sourcing and delivering these products to you as described on the page from which a purchase has been made. Click Frenzy is not responsible for warranties of items purchased via the Go Nuts sale. Refer to manufacturer for the warranty.

4.2. Only account members will be approved to purchase a product via the Go Nuts sale. A registered account member is a member that has also created a Click Frenzy log in account. Registered account members are required to be logged in to gain any Go Nuts deals.

4.3. Products on this Site are only available to consumers during applicable advertised sales periods, and only while stocks last. Users will receive a question in the form of a pop-up when a Go Nuts deal goes live and have 30 minutes to answer the question. The predetermined number of individual's that are successful will receive a text message from Click Frenzy. This text message will contain a unique discount code for completion of purchase. Only legitimate purchases will be accepted. Legitimate purchases are defined as those who use the coupon code in the text message received from Click Frenzy, make the purchase before the end of the event and in the name and email of the account member that was successful. Any purchases made outside of those sales periods will not be accepted. Items will be shipped to the address provided in the member's account profile. If this field does not match the address provided during the checkout process, the item will not be shipped and a full refund will be provided.

4.4. Sale of products through the Site may be subject to additional restrictions or conditions as displayed on the Site, advertised to registered account members via email, social media or other channels of communication, or during the purchase process, such as the number of items that may be purchased by persons.

The limit of purchases for the entire duration of the Click Frenzy Go Nuts sale (between 7pm AEDT May 19, 2020 and 11:59 AEDT May 21, 2020) is one item per user, household and/or IP address. Once a text message has been received with the

unique discount code during the 53 hour period, the limit for that user/IP address/household has been reached. Any purchases made in contravention of any such applicable restrictions or conditions may be cancelled by Click Frenzy and any monies refunded.

4.5. Distribution of products will be undertaken at the time decided by Click Frenzy. Once stock is readily available and purchases are approved by Click Frenzy only then will products be distributed. Purchased items will be dispatched within 30 business day after completion of the event.

5. Links and Advertising

5.1. Click Frenzy has not investigated or verified third party sites which may be linked to or from this Site. These links are provided for convenience only. Neither Click Frenzy nor its officers, directors, employees, agents, or related bodies corporate recommend or endorse the content or privacy practices of any third party sites which may be linked to or from the Site, or products or services of any third party organisations mentioned or described on the Site or linked to or from the Site. You acknowledge that you access any third party sites at your own risk and that Click Frenzy is not responsible for third party sites.

5.2. The Site may contain advertisements for third parties' goods and/or services. The third party advertisers are responsible for the accuracy of all representations made in those advertisements. If you choose to order a product or service advertised by a third party on the Site, you do so at your own risk.

6. Indemnity

6.1. Subject to clause 8.1, you agree to indemnify, defend, and hold harmless Click Frenzy, and its officers, directors, shareholders, employees, consultants, licensors, suppliers, agents, and related bodies corporate (**Associated Entities**), from any and all third party claims, liability, damages, and costs (including, but not limited to, reasonable lawyers' fees) arising from your use of the Site or your failure to comply with these Terms and Conditions, except to the extent that Click Frenzy or an Associated Entity directly caused that claim, liability, damage or cost.

7. Intellectual Property Rights/ Limited Licence to use the Site

7.1. The Content is protected by copyright, trade mark and other intellectual property laws.

7.2. You must not modify, copy, reproduce, republish, communicate or distribute in any way any of the Content, except in accordance with these Terms and Conditions or as permitted by Division 4A of Part III of the *Copyright Act 1968* (Cth).

7.3. Click Frenzy's logo and name are the property of Global Marketplace Pty Ltd (**GMP**) and may not be used as part of your business or in connection with any goods and services without the prior written consent of GMP.

7.4. If you consider that any Content infringes your intellectual property rights, please notify Click Frenzy. Receipt of a notification, and any action that Click Frenzy may take in response to the notification, is not an admission that there has been an infringement of intellectual property rights, or that Click Frenzy accepts any liability in relation to such an infringement. Click Frenzy does not guarantee that it will take any action if notified under this clause.

8. Disclaimer of Warranties and Limitation of Liability

8.1. You may have rights under the Australian Consumer Law that cannot be excluded, modified or restricted by these Terms and Conditions. Nothing in these Terms and Conditions is intended to have that effect.

8.2. Subject only to clauses 8.1 and 8.3:

8.2.1 this Site is provided by Click Frenzy without any express or implied warranty of any kind;

8.2.2. you acknowledge and accept the risk that any communication to or from the Site may be intercepted, used or modified by third parties;

8.2.3. Click Frenzy does not warrant or guarantee that access to or use of this Site will be uninterrupted or error free, and Click Frenzy will not be liable if the Site or any of its functionality is unavailable for any reason, including as a result of telecommunications unavailability, interruption, delay, bottleneck, failure or fault or the acts or omissions of third parties (including Click Frenzy's third party services providers);

8.2.4. Click Frenzy does not warrant or guarantee that the Site, the Content or any material on or accessible through the Site is free from errors or viruses, worms, trojan horses, time bomb, cancelbot or other harmful components (and you should protect your software and systems by installing and implementing your own security and system checks);

8.2.5. Click Frenzy makes no warranties or guarantees in relation to any of the Content, including in relation to the reliability, ownership, accuracy, completeness, timeliness, currency, quality, physical state or suitability for a particular purpose of any Content, search results, software, text, graphics, links, communications, or any other material provided on or accessible through the Site;

8.2.6. Click Frenzy may change any of the Content or other material on the Site at any time without notice;

8.2.7. Click Frenzy makes no commitment to update any Content or other material on the Site;

8.2.8. you are responsible for assessing the suitability of the material on or accessible through the Site for your purposes;

8.2.9. you accept all risks and responsibility for all loss, damage, costs and other consequences resulting from using the Site or the material on or accessible through the Site, including any interference to or damage to your computer systems which occur in connection with the use of this Site; and

8.2.10. Click Frenzy is not liable for any direct, special, indirect, incidental, consequential loss (including among other things loss of any data, revenue or profits), punitive, or exemplary, damages of any kind or subject to equitable or injunctive remedies (whether based on breach of contract, tort, negligence, strict liability or otherwise) arising out of:

(a) access to, or use of this Site, or delay or inability to use this Site, or any information contained in this Site;

(b) the availability and utility of products and services made available through this Site;

(c) the availability or accuracy of third party websites linked to from this Site; or

(d) any infringement of any third party intellectual property rights.

8.3. Where the consumer guarantees provided in the Australian Consumer Law apply and there has been breach of any of those consumer guarantees and Click Frenzy is permitted under the Australian Consumer Law to limit its liability for breach of the consumer guarantee, then that liability is limited to:

(a) where there is a supply of goods to the replacement or resupply of equipment goods or the payment of the costs of replacing the goods or acquiring replacement goods; or

(b) where there is a supply of services to supply of the services again or the payment of the costs of having the services supplied again.

8.4 Subject to the provisions of the Australian Consumer Law and to the fullest extent permitted by law, Click Frenzy disclaims all warranties, whether expressed or implied.

9. Assignment

9.1. The contract between you and Click Frenzy on these Terms and Conditions may not be dealt with in any way by you (whether by assignment or otherwise) without Click Frenzy's prior written consent. You agree that Click Frenzy may assign that contract to a third party without notice.

10. Governing law

10.1. These Terms and Conditions are governed by and construed according to the law of the State of Victoria, Australia and you submit to the non-exclusive jurisdiction of the courts of that State.

10.2. Although Australian websites may be accessed outside of Australia, Click Frenzy makes no representation that the Site or any of the Content complies with the laws of any other country. If you access this Site from outside Australia, you are solely responsible for ensuring compliance with your local laws and for any reliance on the Site or the Content.

11. Entire Agreement

11.1. These Terms and Conditions constitute the entire agreement between you and Click Frenzy with respect to this Site, and the Terms and Conditions replace all prior or contemporaneous understandings or agreements, written or oral, regarding the Site.

12. Privacy

12.1. Click Frenzy handles personal information it collects and holds about you in accordance with its privacy policy (located at <https://www.clickfrenzy.com.au/privacy->

policy/index.html). That privacy policy forms part of these Terms and Conditions.

13. General

13.1. If any provision of these Terms and Conditions is found to be invalid or unenforceable, that provision will be enforced to the maximum extent possible and will be deemed deleted to the extent that it is invalid or unenforceable, and the remaining provisions of the Terms and Conditions shall remain in full force and effect.

13.2. The failure by Click Frenzy to insist upon or enforce strict performance of any of these Terms and Conditions will not be construed as a waiver of any right or remedy of Click Frenzy in respect of any existing or subsequent breach of these Terms and Conditions.

Dated: May 2020