

TERMS AND CONDITIONS FOR BUYING PRODUCTS AND JUST BROWSING

Welcome to G.O.T.P Games.

In these terms, we also refer to G.O.T.P Games as “our”, “we”, or “us”.

And you are “you”!

What are these terms about?

These terms apply when you use this website, being www.getonthepiss.com.au and any other websites we operate with the same domain name and a different extension (“Website”).

These terms also apply when you purchase products through this Website (“Products”).

How do I read these terms?

We separated these terms into three parts, so they are easy to read and understand.

Those parts are:

- **Part A:** Terms for when you buy Products (applies when you buy)
- **Part B:** Terms for when you browse and interact with this Website (applies when you browse)
- **Part C:** Liability and warranties, and interpretation provisions (applies to both buying and browsing)

Please let us know if you have any questions about these terms, and don't continue using this Website or purchase any Products unless you have read and agree to these terms.

I've returned to your Website, do I need to read these terms again?

Once you place an Order, the terms accepted at the point of sale will apply to your purchase of those Products. However, please note that we may change any part of these terms at any time by updating this page of the Website, so you may find that different terms apply next time you use this Website or purchase Products. You can check the date at the top of this page to see when we last updated these terms.

Disclaimers

Before you buy the Products, please make sure that you read and understand that:

- (a) **(Drink responsibly)** The Products are created to entertain responsible adults of legal drinking age and involve drinking alcohol recreationally. We do not advocate the overconsumption or the abuse of alcohol. Please ensure that you use our Products with responsibility and do not use them for promoting alcohol abuse, binge drinking, or any forms of abuse. G.O.T.P Games will not be liable for any actions you take while using our Products.
- (b) **(Choking hazard)** Some parts of the Products may contain small pieces such as bottle caps that may present choking hazards. Please ensure that the Products are always kept out of reach of young children. G.O.T.P Games will not be liable for any injury or harm caused by your use of the Products.

Part A For When You Buy Products...

1 SUBMITTING AN ORDER

- (a) By submitting an order for purchase of a Product using the Website's functionality (**Order**) you represent and warrant that:
 - (i) you have the legal capacity and are of sufficient age to enter into a binding contract with us; and
 - (ii) you are authorised to use the debit or credit card you provide with your Order.
- (b) Submitting an Order constitutes your intention and offer to enter into Part A of these terms (including Part C which you agreed to by using this Website) where we will provide you with the Products you have ordered in exchange for your payment of the total amount listed upon checkout.
- (c) Part A of these terms is not agreed between you and us until we have approved your payment and you receive an email from us confirming that your order is being processed.

2 ACCOUNTS

- (a) You may sign-up, register and receive an account through the Website (an **Account**).
- (b) As part of the Account registration process and as part of your continued use of the Website, you may be required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, bank account information, and other information as determined by us from time to time.
- (c) You warrant that any information you give to us in the course of completing the Account registration process will always be accurate, honest, correct and up-to-date.
- (d) Once you complete the Account registration process, we may, in our absolute discretion, choose to accept you as a registered user within the Website and provide you with an Account.
- (e) We may, in our absolute discretion, suspend or cancel your Account for any reason, including for any failure to comply with these terms.

3 PRODUCTS

- (a) We will endeavour to ensure that the Products provided will be substantially the same as the Products displayed on our Website, or as otherwise agreed with you in writing prior to you placing your Order. Please note that due to screen display, colour and brightness, and image quality, Products may not exactly match the image on our Website.
- (b) Until the price of your Products is paid in full, title in those Products is retained by G.O.T.P Games. Risk in the Products will pass to you on delivery in accordance with clause 7. Delivery must not be refused by you.

4 PAYMENT

- (a) All prices are:
 - (i) per unit (except where indicated);
 - (ii) in Australian Dollars; and
 - (iii) subject to change prior to you completing an Order without notice.
- (b) (**Payment obligations**) Unless otherwise agreed in writing, you must pay for all Products at the time of placing an Order.
- (c) (**GST**) Unless otherwise indicated, amounts stated on the Website do not include GST. In relation to any GST payable for a taxable supply by G.O.T.P Games, you must pay the GST subject to G.O.T.P Games providing a tax invoice.

- (d) **(Card surcharges)** G.O.T.P Games reserves the right to charge credit card surcharges in the event that payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).
- (e) **(Online payment partner)** We may use third-party payment providers (**Payment Providers**) to collect payments for Products. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.
- (f) **(Pricing errors)** In the event that we discover an error or inaccuracy in the price at which your order was purchased (including shipping prices), we will attempt to contact you and inform you of this as soon as possible. You will then have the option of purchasing your order at the correct price, or cancelling your order. If you choose to cancel your order and payment has already been debited, the full amount will be credited back to your original method of payment.

5 AFTERPAY

- (a) Afterpay is a payment option which allows you to be able to purchase what you want now and pay off the remaining amounts payable over 4 fortnightly instalments. Late fees may apply if you miss your scheduled payments. Please refer to the Afterpay website for more information, and their terms and conditions can be found here: www.afterpay.com/en-AU/terms-of-service. Afterpay may be selected as a payment method at checkout.
- (b) **(Returns with Afterpay)** Our returns and exchange process as set out in clause 8 will apply for Afterpay returns. Please ensure to continue paying any Afterpay instalments even after you have returned a Product. Remaining instalments will only be cancelled once the return has been processed. For partial returns or exchanges, Afterpay will adjust your remaining instalment amounts.

6 VOUCHERS AND DISCOUNT CODES

- (a) We may provide promotional materials and discount codes offering a discount on the Products (**Voucher**). To use a Voucher, you will need to enter its code at checkout.
- (b) A Voucher cannot be applied retrospectively to an Order. Vouchers are non-transferrable and cannot be redeemed for cash or store credit.
- (c) If any additional terms or conditions apply to the Voucher, these will be set out on the Voucher.

7 DELIVERY AND SHIPPING

- (a) **(Delivery Costs)** Delivery costs will be added to the cart upon checkout. The prices displayed at checkout are inclusive of delivery to the address chosen by you.
- (b) **(Delivery Details)** G.O.T.P Games may charge you for delivery at any time (notwithstanding that it may not have previously done so). Where prices are stated as inclusive of delivery:
 - (i) delivery is to the delivery point specifically accepted by G.O.T.P Games; and
 - (ii) we will deliver the Products to you in accordance with the shipping information displayed on our Website.
- (c) **(Delivery Issues)** Third party courier terms apply to the delivery of the Products to you. Any problems with delivery should be directed to us to troubleshoot the issue. We will endeavour to assist you to ensure your delivery arrives. All delivery times provided to you are estimates only and are subject to postal delays and reasons beyond our control. We do not warrant or make any representation that your order will be delivered within the times indicated. We will not be liable for any loss or damage suffered as a result of or in connection with late deliveries.

- (d) **(International Orders)** G.O.T.P Games reserves the right to refuse international orders. Approved international orders may be subject to customs and import duties upon reaching its country of destination. You will be responsible for paying all customs and import duties and acknowledge that failure to pay may result in your order being held at customs. We will not be liable for any costs you may incur in having your order released from customs, including reimbursing you for any customs or import duties you may pay.

8 CHANGES TO YOUR ORDER

8.1 CANCELLATION BY US

We reserve the right to cancel your order for any reason, and will notify you of this as soon as possible. Where payment has already been debited, the full amount will be credited back to your original method of payment.

8.2 CANCELLATION BY YOU

You may cancel your Order up to the time that we confirm your Order in writing to you. Once we confirm your Order, your Order is binding and cannot be changed by you. However, our refunds and exchanges process in clause 8.3 may apply.

8.3 RETURNS AND EXCHANGES

- (a) We generally do not offer change of mind returns. If you have a complaint, please email us at enquiries@getonthepiss.com.
- (b) We will provide a full refund of the price paid for a Product if we determine that:
- (i) a Product you have ordered was not received by you solely due to failure by us;
 - (ii) a Product provided to you was not substantially the same as the Product you ordered as displayed on our Website (subject to reasonable variation as a result of screen display, colour and brightness, and image quality); or
 - (iii) a Product is faulty, in accordance with clause 8.3(c).
- (c) **(Faulty products)** The following process applies to any Product you believe to be faulty.
- (i) If you believe your Product is faulty, please contact us using the details provided on our Website with a full description of the fault (including images).
 - (ii) If we determine that your Product may be faulty, we will request that you send the Product back to us for further inspection, including any accessories, manuals, documentation or registration shipped with the Product. We reserve the right to further inspection before deeming a Product faulty.
 - (iii) If we determine in our reasonable opinion that the Product is not faulty, or is faulty due to fair wear and tear, misuse, failure to use in accordance with the manufacturer's instructions, or failure to take reasonable care, we will refuse your return and send the Product back to you at your cost.
 - (iv) If we determine that the Product is faulty, we will issue you with a store credit, replacement or refund (including shipping costs) depending on the nature of the fault. All refunds will be credited back to your original method of payment unless you request otherwise and we approve this request.
 - (v) If you fail to comply with the provisions of this clause 8 in respect of a faulty Product, we may, in our absolute discretion, issue only a partial refund or no refund in respect of the faulty Product.
 - (vi) Nothing in this clause 8 is intended to limit or otherwise affect the operation of any manufacturers' warranties which you may be entitled to or any of your rights which cannot be excluded under applicable law.

9 INTELLECTUAL PROPERTY

- (a) G.O.T.P Games retains all intellectual property rights in the design of the Products, including the labelling and packaging, or those rights are owned by a third party. You must not attempt to copy, reproduce, manufacture or otherwise commercialise the Products.

- (b) In this clause 9, “**intellectual property rights**” means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, G.O.T.P Games and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of these terms both in Australia and throughout the world.

10 **RATINGS AND REVIEWS**

- (a) The Website or other platforms we sell our Products on may allow you to leave ratings or reviews regarding the relevant Products or your experience with us (each a ‘**Review**’).
- (b) You must provide true, fair and accurate information in your Reviews.
- (c) If we consider that a Review is untrue, unfair, inaccurate, offensive or inappropriate, we may delete the Review or ban you from using the Website, or submitting future Reviews. We do not undertake to review each Review made by a customer.
- (d) To the maximum extent permitted by law, we are not responsible for the content of any Reviews.
- (e) You must only write about your own service experience or the Products you purchased. You are not permitted to write a Review about somebody else’s service experience, such as that of a family member or friend.

11 **THIRD PARTY SUPPLIERS**

- (a) We may do any of the following:
 - (i) outsource any part of performing any services related to providing the Products, including delivery of your Products; or
 - (ii) procure materials and Products from third party suppliers, without further notice to or permission from you.
- (b) To the maximum extent permitted under applicable law, we will not be liable for any acts or omissions of those third parties, including where such third parties cause delay or damage to any part of your Order, or are negligent in providing services or goods.

Part B **For When You Browse This Website...**

12 **ACCESS AND USE OF THE WEBSITE**

You must only use the Website in accordance with these terms and any applicable laws, and must ensure that your employees, sub-contractors and any other agents who use or access the Website comply with these terms and any applicable laws.

13 **YOUR OBLIGATIONS**

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website without the express consent of G.O.T.P Games;
- (b) use the Website for any purpose other than the purposes of browsing, selecting or purchasing Products;
- (c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;
- (e) use the Website with the assistance of any automated scripting tool or software;
- (f) act in a way that may diminish or adversely impact the reputation of G.O.T.P Games, including by linking to the Website on any other website; and
- (g) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:
 - (i) gaining unauthorised access to Website accounts or data;
 - (ii) scanning, probing or testing the Website for security vulnerabilities;
 - (iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website; or
 - (iv) instigate or participate in a denial-of-service attack against the Website.

14 **INFORMATION ON THE WEBSITE**

- (a) While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:
 - (i) the Website will be free from errors or defects (or both, as the case may be);
 - (ii) the Website will be accessible at all times;
 - (iii) messages sent through the Website will be delivered promptly, or delivered at all;
 - (iv) information you receive or supply through the Website will be secure or confidential; and
 - (v) any information provided through the Website is accurate or true.
- (b) We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including product descriptions, prices and other Website Content.

15 **INTELLECTUAL PROPERTY**

- (a) G.O.T.P Games retains ownership of the Website and all materials on the Website (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Website Content**) and reserves all rights in any intellectual property rights owned or licensed by it not expressly granted to you.

- (b) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without prior written consent from G.O.T.P Games or as permitted by law.
- (c) In this clause 15, “**intellectual property rights**” means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, G.O.T.P Games and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of these terms both in Australia and throughout the world.

16 **THIRD PARTY TERMS AND CONDITIONS**

- (a) You acknowledge and agree that third party terms & conditions (**Third Party Terms**) may apply.
- (b) You agree to any Third Party Terms applicable to any third party goods and services, and G.O.T.P Games will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.

17 **LINKS TO OTHER WEBSITES**

- (a) The Website may contain links to other websites that are not our responsibility. We have no control over the content of any linked websites, and we are not responsible for that content.
- (b) Inclusion of any linked website on the Website does not imply our approval or endorsement of the linked website.

18 **THIRD PARTY PLATFORM**

- (a) This Website is powered by a third party platform and the terms and conditions of that third party may apply to your use of this Website to the extent applicable to you. Those terms can be accessed here: insert if known.
- (b) To the maximum extent permitted under applicable law and our agreement with our third party platform provider, we will not be liable for any acts or omissions of that third party, including in relation to any fault or error of the Website or any issues experienced in placing Orders.

19 **SECURITY**

G.O.T.P Games does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

20 **REPORTING MISUSE**

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact us immediately using the contact details or form provided on our Website.

Part C Liability And Other Legal Terms

21 LIABILITY

- (a) **(Liability)** To the maximum extent permitted by applicable law, G.O.T.P Games limits all liability in aggregate of all claims to you (and any third parties who encounter the services or goods through you) for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this agreement or any goods or services provided by G.O.T.P Games to the total Fees paid by you to G.O.T.P Games under the most recent Order.
- (b) Claims for loss of or damage to Products in transit must be made against the carrier.
- (c) Products sold by G.O.T.P Games, will have only the benefit of any warranty given, and insurance held, by the manufacturer.
- (d) All other express or implied representations and warranties in relation to Products and the associated services performed by G.O.T.P Games are, to the maximum extent permitted by applicable law, excluded.
- (e) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the Competition and Consumer Act 2010 (Cth) (**ACL**). Under the ACL, you may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services we provide.
- (f) **(Indemnity)** You indemnify G.O.T.P Games and its employee, contractors and agents in respect of all liability for any claim(s) by any person (including any third party who encounter the services or goods through you) arising from your or your representatives':
 - (i) breach of any third party intellectual property rights;
 - (ii) breach of any of these terms;
 - (iii) use of the Website;
 - (iv) negligent, wilful, fraudulent or criminal act or omission; or
 - (v) use of any goods or services provided by G.O.T.P Games.
- (g) **(Consequential loss)** To the maximum extent permitted by law, under no circumstances will G.O.T.P Games be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Website, these terms or any Products or services provided by G.O.T.P Games (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)).

22 GENERAL

22.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with these terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

22.2 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

22.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

22.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

22.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party.

22.6 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

22.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

22.8 INTERPRETATION

- (a) (**singular and plural**) words in the singular includes the plural (and vice versa);
- (b) (**currency**) a reference to \$, or "dollar", is to Australian currency;
- (c) (**gender**) words indicating a gender includes the corresponding words of any other gender;
- (d) (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) (**person**) a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) (**party**) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) (**these terms**) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;
- (h) (**document**) a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;
- (i) (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;
- (j) (**includes**) the word "includes" and similar words in any form is not a word of limitation; and
- (k) (**adverse interpretation**) no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.

23 NOTICES

- (a) Any notices required to be sent under this agreement must be sent via email using the party's email addresses set out in this agreement, and the email's subject heading must refer to the name and date of this agreement.
- (b) If no email address is stated in this agreement, the notice may be sent to the email address most commonly used by the parties to correspond in relation to this agreement at the time the notice is sent.
- (c) The notice will be considered to be delivered 24 hours after it was sent, unless the sender has reason to believe the email failed to send or was otherwise not delivered or received.