

LEGAL INFORMATION - TERMS & CONDITIONS

GENERAL

The information on this website (**Site**) is updated regularly. Sunfresh Marketing Co-op Limited ABN 54 160 042 896 (**Sunfresh/we/us/our**) reserves the right to change information displayed on this Site (including these terms and conditions) at any time without notice to visitors to and users of this website (**you/your**). Any access to or use of this Site by you is entirely at your own risk and Sunfresh will not be responsible for the propagation of computer worms or viruses transmitted from this Site.

All maps, photographs, illustrations or computer-based graphics displayed on this Site are included for general illustrative purposes only and are not always accurately indicative of their related subject matter.

By using this Site, you agree that you will be responsible for first satisfying yourself by independent enquiry or advice as to the suitability to you, or to any other persons on whose behalf you may be acting, of any particular activity or matter depicted or presented on this Site.

PURCHASES

Please refer to our Standard Trading Terms and Conditions (**here insert a hyperlink to the Sunfresh Standard Trading Terms and Conditions**)

If you make a purchase of any products or services through our Site (a **Purchase**) you are irrevocably declaring that:

- (a) you are of at least 18 years of age;
- (b) you are the authorised holder (or acting lawfully with the true consent of the authorised holder) of any credit card used to make the Purchase; and
- (c) you have read all of these terms and conditions and voluntarily agree to be bound by them.

When providing your details in connection with a Purchase through this Site, you must ensure that all information you provide is correct and up-to-date. If you change your personal or contact details without notifying Sunfresh, you release and indemnify Sunfresh from any adverse consequences that arise out of your personal or contact details not being up-to-date.

All prices are quoted in Australian dollars and include a Goods and Services Tax (**GST**) where applicable.

CANCELLATION AND REFUNDS POLICY

Please refer to our Standard Trading Terms and Conditions (**here insert a hyperlink to the Sunfresh Standard Trading Terms and Conditions**)

THIRD PARTY INFORMATION

Some information on our Site may have been provided to us by third parties. Irrespective of any measures taken by us to check that the information on this Site is accurate or complete, we are unable to guarantee to you that the Site is free of errors or faults. In no event will we be liable to you or any person in contract, tort (including, but without limitation, negligence) or otherwise if any information on this site provided by third parties is incomplete, inaccurate, misdescriptive or otherwise misleading.

Through your access to and use of this Site and any services available through it, you accept that whilst Sunfresh displays information provided by third-parties, Sunfresh accepts no responsibility for any inaccuracy or misdescription in any such information supplied to us, nor any liability for the acts or omissions of those third parties.

LINKED SITES

The Site may contain links to external sites. Those sites are not part of this Site and, unless otherwise expressly stated, are not under Sunfresh's control. No external site linked to this Site is endorsed by Sunfresh and no responsibility is taken for material contained within them. You agree that by accessing any linked site you are doing so at your own risk and you agree to fully indemnify Sunfresh against any liability arising out of your accessing any linked site.

PRIVACY

We understand and appreciate that visitors to and users of this Site (**you/your**) are concerned about their privacy, confidentiality and security of any information that may be provided to us. We are committed to protecting user privacy, in compliance with the National Privacy Principles (**NPP**). For more information about the NPP, please click <http://www.privacy.gov.au/law/act/npp/> **here**.

We acknowledge that we receive private information in the process of providing our services and recommend that you read our Privacy Policy.

Our Privacy Policy explains:

- what personal information we may collect from you;
- how we may use or share your information;
- how we secure the personal information that we collect; and
- how you may access the personal information that we hold about you.

To read the full detail of our Privacy Policy, as amended from time to time, please click **[here insert a hyperlink to the Sunfresh Privacy Policy](#)**

As noted above, we acknowledge that you may click-through to third party sites from our Site. We cannot assume any responsibility for information and content of third party sites so we recommend that you refer to the individual privacy statements of the sites you visit.

We use IP addresses to analyse trends, administer the site, track user movement, and gather broad demographic information for aggregate use. We do not link IP addresses to personally identifiable information, and we do not distribute or share IP information with any third parties.

Sunfresh uses Google advertising programs to improve the online experience, including the display of relevant ads on external websites. Anyone can opt out of these programs at any time by clicking **here**.

INTELLECTUAL PROPERTY

All copyright, trade marks and all other intellectual property rights (**IP Rights**) in this Site and in the content (other than third party-provided content) displayed or available through this Site (**our content**) belong to Sunfresh.

Subject to applicable laws:

- (a) unauthorised use of our content is strictly prohibited and may infringe our IP Rights; and
- (b) none of our content may be reproduced, published or transmitted in any manner without our prior written consent.

WARRANTIES

Your use of this Site is permitted and accepted by us on the basis that you warrant that you will not:

- (a) use any form of spyware or other software, program or device to record, copy, retain or access any information on this Site which is not purposefully made available to the public;

- (b) commit nor assist in any acts that will have or are likely to have the effect of lessening the security, productivity or suitability of this Site;
- (c) use this Site directly or indirectly for any activity which breaches any laws, infringes a third party's rights, is unlawful, or breaches these terms and conditions;
- (d) use this Site directly or indirectly to post or transmit any information, data, text, software, music, sound, photographs, graphics, video, messages or other material unlawfully, or which is obscene, indecent, uses offensive language, defames, abuses, harasses, stalks, threatens, menaces, offends or restricts any person, or which prevents any other user from using or enjoying this Site or which is false, misleading or deceptive in any way.

LIABILITY - RELEASE, INDEMNITY AND EXCLUSIONS

Without derogating from the foregoing provisions, your use of this Site is conditional upon your acceptance and agreement that:

You release Sunfresh and its officers, employees, agents, licensees and other representatives from all cost, liability, loss or damage incurred or suffered by you or others through you directly or indirectly and resulting from personal injury, illness or death or damage to or loss of property unless caused by Sunfresh's negligence or wrongful act.

You waive any claims you have, or may at any time have, against Sunfresh and its officers, employees, agents, licensees and other representatives and you agree not to make any claim against nor seek any compensation from Sunfresh and its officers, employees, agents, licensees and other representatives in respect of any personal injury, illness or death suffered by you or damage to or loss of property sustained by you.

You fully and effectively indemnify, defend, and hold harmless Sunfresh from any and all claims, liabilities, losses, damages, penalties, fines, costs and expenses, whether actual or alleged (collectively, **Claims**) including legal costs on a solicitor and own client basis and any taxes in relation to those Claims, that arise out of or in connection with:

- (a) your use of this Site (including our content and any third party content); or
- (b) a breach by you of these terms and conditions.

In these terms and conditions, **Non-Excludable Condition** means any condition, warranty or guarantee provided or implied by any State, Territory or Commonwealth law, including but not limited to the statutory consumer guarantees described in the *Competition and Consumer Act 2010 (C'th)* and the provisions of any State or Territory legislation which cannot be lawfully excluded.

To the extent permitted by law, we exclude all conditions, warranties and guarantees provided or implied by any State, Territory or Commonwealth law, including but not limited to the statutory consumer guarantees described in the *Competition and Consumer Act 2010 (C'th)* and the provisions of any State or Territory legislation.

Our total liability for a breach of any Non-Excludable Condition is limited to the remedies available under Section 64A of Schedule 2 to the *Competition and Consumer Act 2010 (C'th)* or similar remedies under any applicable State or Territory fair trading legislation.

Except where the preceding paragraph applies, we bear no liability for any loss you suffer arising from your access to or use of this Site or any of our content, including but not limited to any failure or delay by us in performing any services or providing any product or other thing for any reason whatsoever including our breach of contract, negligence, breach of other duty or wilful act or default.

We will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity, loss of business, loss of reputation or goodwill, loss of value or use of intellectual property or other proprietary rights even if we had knowledge that such damages or loss might arise or for any other indirect, incidental, special or consequential damages or loss howsoever arising including without limitation our breach of contract, negligence, wilful act or omission or default.

We are not liable if we do not fulfil any obligations towards you, whether partly or at all, as a result of:

- (a) circumstances beyond our control such as (but not limited to):
 - (i) acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost;
 - (ii) force majeure including (but not limited to) war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions;
 - (iii) national or local disruptions in air or ground transportation networks and mechanical problems to modes of transport or machinery;
 - (iv) criminal acts of third parties, such as theft and arson.
- (b) your acts or omissions, or those of third parties, such as your being in breach of your obligations under these terms and conditions

These terms and conditions and any transaction or obligation arising from them will not be interpreted, construed or applied adversely against Sunfresh by reason of their having been drafted by or on behalf of Sunfresh.

JURISDICTION

These terms and conditions are governed by the laws of the State of Queensland, Australia and the exclusive jurisdiction of its courts.