

Website Terms of Use

1. Website Terms of Use

Sip The Snowies Pty Ltd (ACN 654 429 115) (“**the Website Owner**”) owns and operates this Website (“**Website**”). Access to and use of this Website and the products and services available on the Website (“**the Services**”) is subject to the following terms and conditions (“**Terms of Use**”). By browsing, accessing or using the Website or the Services, you are agreeing to, and to be legally bound by, all the Terms of Use as updated from time to time. The Terms of Use and any related dealings are governed by the laws of the State of New South Wales.

2. Amendments to Terms of Use

The Website Owner reserves the right to update, change or amend these Terms of Use from time to time as they see fit (“**the Amendments**”). The Amendments become effective immediately upon updating the Website. You irrevocably and unconditionally acknowledge and agree that by continuing to use the Website following the implementation of the Amendments, you will be bound by the updated Terms of Use in accordance with the Amendments.

3. Website

Access to the Website is permitted on a temporary basis and the Website Owner reserves the right to withdraw or amend access to the Website and the Services without notice. If, for any reason, the Website, or any part of the Website, is unavailable for any period of time, the Website Owner accepts no liability for restricted access.

4. Linked Sites

The Website may contain other linked websites (“**the Linked Sites**”) that are not operated by the Website Owner. The Website Owner has no control over the Linked Sites and accepts no responsibility for them or any loss or damage that may arise from their use. You acknowledge and agree that the use of the Linked Sites will be governed by separate terms of use applicable to those sites, and you release the Website Owner from all claims you may have in connection with the use of the Linked Sites.

5. Privacy Policy

The Website Owner’s privacy policy (“**the Privacy Policy**”), found at www.sipthesnowies.com.au, sets out how your information will be used. By using the Website, you consent to the Privacy Policy and the processes described in the Privacy Policy and warrant that all data provided by you is accurate.

If you choose to provide your email address or phone number to us you may opt in to news, promotions, reminders and similar electronic communications. The Website Owner may also electronically communicate with you as described in the Privacy Policy. You may opt out of some of those promotions, reminders and electronic communications. However, use of certain functional aspects of the Services may imply your consent to receipt of these communications.

Use of the Website constitutes acknowledgement and agreement by you that Internet transmissions are never truly private or secure. You acknowledge and understand that any information or messages sent by you may be intercepted and read by others. Such interception may occur despite the special notice that particular transmissions, such as payment details and information, are encrypted.

6. Prohibitions

In connection with the Website and/or the Services, you must not:

- (a) misuse the Website;
- (b) commit a criminal offence, either by yourself or by encouragement of another;
- (c) transmit or distribute any virus, trojan, worm, logic bomb or any other malicious or technologically harmful material;
- (d) use any deep-link, page-scrape, robot, spider or other automated system or software to access, extract, copy, acquire or monitor any part of the Website or any content on the Website, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website;
- (e) hack into or interfere with or disrupt the Website, its servers, Services or data;
- (f) probe, scan or otherwise test the vulnerability of the Website or any connected networks;
- (g) infringe upon any person's proprietary rights;
- (h) send any unsolicited advertising or promotional materials;
- (i) seek to obtain in any way, whether by reverse look-up, trace or tracking of data, information, including but not limited to personal identification information, other than your own information provided to the Website;
- (j) take any action that may impose an unreasonable or disproportionately large load on our infrastructure, to be determined reasonably at the Website Owner's sole discretion; or
- (k) copy or otherwise reproduce, including through modification or derivative works, and including distribution or publicly displaying content from the Website without prior written permission from the Website Owner.

7. Rights of the Website Owner

The Website Owner may, without limiting any other remedies, undertake any of the following steps if it considers that you have, or any other user has, failed to comply with any of the obligations under the Terms of Use or other policies of the Website Owner:

- (a) suspend, terminate or otherwise limit access to the Website and/or the Services;
- (b) modify, delay, remove or delete any hosted or displayed content;
- (c) take technical and legal steps to mitigate problematic users (being any person who breaches one of the prohibitions contained in clause 6) accessing the Website; and
- (d) where applicable, and in the Website Owner's absolute discretion, terminate user accounts who infringe upon intellectual property rights, third party rights or who otherwise breach the Terms of Use.

8. Intellectual Property, Software and Content

All intellectual property rights in any and all software and content (including but not limited to pictures, copyrights and trade marks) that are made available on the Website are the property

of the Website Owner or its licensors. You are not permitted to reproduce, transmit, publish, manipulate, adapt, sell, distribute, communicate or otherwise use the content that appears on the Website unless permitted by statute or with the prior written consent of the Website Owner, which may be given or withheld at the Website Owner's absolute discretion.

9. Limitation of Liability

- (a) You irrevocably and unconditionally acknowledge and agree that:
 - (i) the Website Owner does not represent or promise that the Website or the Services will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the Website will provide specific results;
 - (ii) the Website and the Services are delivered on an "as-is" and "as-available" basis;
 - (iii) the Website Owner cannot ensure that any files or other data you download from the Website will be free of viruses or contamination or destructive features; and
 - (iv) you assume total responsibility for your use of the Website and the Services.
- (b) Subject to Clause 9(c), and except as expressly provided to the contrary in these Terms of Use, all guarantees, terms, conditions, warranties, undertakings, inducements or representations whether express or implied, statutory or otherwise, relating to the Terms of Use are excluded to the maximum extent permitted by law.
- (c) Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, term, condition, warranty, undertaking, inducement or representation, implied or imposed by any legislation which cannot lawfully be excluded or limited.
- (d) To the maximum extent permitted by law, the Website Owner will not be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive, exemplary or incidental damages, damages relating to corruption of data, or damages for loss of profits, data, revenue, goodwill or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use of the Website or the Services or failures of the Website or the Linked Sites, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

10. Linking to this Website

As a user of the Website you may link to the Website Owner's Website home page, provided it is in a way that is fair, legal and in no way damages the Website Owner's reputation or takes advantage of it. In linking to the Website, you must not:

- (a) establish a link to a website you do not own;
- (b) the Website must not be framed on any other site;
- (c) create a link to any part other than the home page of the Website; or
- (d) misrepresent the Website or the Services as your own.

The Website Owner reserves the right to, and may (at its absolute discretion), withdraw linking permission without notice.

11. Intellectual Property of Third Parties

All names, images and logos and similar material of persons and third parties, including services and/or locations on this Website are not associated, linked or affiliated with the Website Owner, unless expressly stated in the alternative. All trade marks and names that feature on this Website are owned by their respective trade mark owners. The Website Owner in no way endorses or asserts a connection with any product or service that is described or identified by a trade mark or brand name.

12. Indemnity

You agree to indemnify and keep indemnified the Website Owner and its directors, officers, employees, consultants, agents and affiliates, from any and all third party claims, liability, demands, proceedings, damages or costs (including but not limited to legal fees), known or unknown, arising from your use of the Website and/or the Services, or your breach of the Terms of Use.

13. Variation to the Services

The Website Owner has the right, in its absolute discretion, at any time and without notice, to amend, remove or vary the Services contained on any part of the Website.

14. Invalidity

If there are any parts of the Terms of Use which are unenforceable all other clauses and parts of the Terms of Use remain unaffected and in full force and effect. As far as it is possible, where any clause, sub-clause or part thereof can be severed to render the remaining part valid, that clause or sub-clause must be interpreted accordingly. In the alternative, you agree that the clause must be rectified in such a way that it is interpreted to closely resemble the original meaning of the clause or sub-clause as far as is permitted by law.

15. Complaints

The Website Owner operates a complaints handling procedure which is used try to resolve disputes as they arise at first instance. If you have any complaints or comments please contact:

Email: hello@sipthesnowies.com.au

Instagram: @sipthesnowies

16. Dispute Resolution

The parties agree to negotiate in good faith to resolve any dispute that arises under these Terms of Use. Disputes should, at first instance, be lodged as detailed in Clause 15 of these Terms of Use.

17. Miscellaneous

The conditions contained in these Terms of Use constitute the entire agreement between you and the Website Owner regarding the use of the Website and no conduct by or between you and the Website Owner modifies these Terms of Use unless expressly agreed upon by the parties in writing. Any and all other agreements or understandings, whether verbal or written, between you and the Website Owner regarding the Website and its use are superseded and cancelled by these Terms of Use. Any failure to act by the Website Owner with respect to the enforcement of these Terms of Use in no way waives any rights that the Website Owner has to enforce these Terms of Use.