

TERMS & CONDITIONS

Welcome to the DRIFTWOOD online boutique! We are so pleased to finally be in the digital world of retail boutiques and offering you exceptional quality and service. Please take a few minutes to read the information below about the legal Terms and Conditions that apply to your use of this website and any services or products that you order from us.

ACKNOWLEDGMENT AND ACCEPTANCE

By using the website driftwoodboutiqueanddecor.com.au ("website"), you agree to be bound by these Terms and Conditions, which form a legally binding contract between you and Driftwood Boutique & Décor Pty Ltd., ABN 64 070 574 159 (DRIFTWOOD", we", us" or our") and its successors and assignees.

These Terms and Conditions, our Privacy Policy, 1 Shipping Policy and Returns Policy are to be read together to form the whole of this agreement and will be collectively referred to as the 'Terms' and apply to all purchases made on our website. You accept the Terms by making a purchase from us.

Your purchase from the website indicates that you have had sufficient opportunity to access the Terms and contact us with any questions, that you have read, accepted and will comply with the Terms, and that you are eighteen (18) years or older, or have the consent of a legal guardian who is eighteen (18) years or older. You must not order products or services from us if you are under eighteen (18) years of age or do not have the consent of a legal guardian who is eighteen (18) years or older. If you do not agree to these Terms and Conditions, please do not use our website.

USE OF THIS WEBSITE

You must only use this website for lawful purposes and agree not to use it in a way that violates our rights or the rights of any third party. You recognise and agree that the content contained within this website is only intended for your own personal, non-commercial use and that you may only download, print or use content for this purpose. You must not copy, reproduce, modify, distribute, imitate, publish, commercially exploit or link to or deep-link into this website without our prior express written consent.

ONLINE SHOPPING

When placing information on our website, we will take reasonable care in ensuring that all details, prices, product images and descriptions displayed are correct at the time. While we have made every attempt to show textures, appearances and colours of our products as accurately as possible, what you see will vary to the delivered product depending on your monitor and computer equipment. We cannot guarantee that the product images on our website are an exact representation of the actual products you receive. If you're unhappy with your delivered product, please review our Returns Policy.

ORDERS

We reserve the right to accept or reject an order for any reason, including due to unavailability of product, an error in the price of an individual product, image or the product description, error in your order, an inability to adequately verify the purchaser details, or if the credit or debit card issue does not authorise the transaction. We also reserve the right to terminate your DRIFTWOOD account for any reason, or request photo ID (or any other such documentation we deem appropriate) from you for verification purposes before we allow your order to be processed. A binding agreement will form between us once we confirm that we have accepted your order.

PRODUCT AVAILABILITY

While we make all reasonable efforts to keep our stock quantities as up-to-date as possible on the website, stock quantities are not updated in real time. This means that on some limited occasions items become unavailable in the warehouse shortly thereafter and before your order is fulfilled. If a sold out item is purchased, you will be notified by e-mail as soon as possible and offered a refund, DRIFTWOOD online store credit or suitable replacement. If your order is cancelled by us in these circumstances, we will refund in full all amounts you have paid in respect of such unavailable product (and any relevant shipping costs). We cannot provide rain checks for products ordered online, and reserve the right to limit the sale of products to reasonable or normal household quantities. We reserve the right to cancel or reject orders for quantities where we suspect that the purchaser is purchasing for resale and not for personal use.

VARIATION OF PRODUCTS AND PRICE

You agree to pay the purchase price for the products as specified on the website from time to time plus any applicable delivery charges. We may vary the prices on this website at any time, and prices are subject to change until you have paid for the products in full. Product availability and product prices may vary between our retail stores and those found on this website.

PAYMENT

All prices are quoted in, and orders are calculated, in Australian Dollars (AUD). You must pay for your products purchased on this website at the time of placing an order.

We only accept payment by MasterCard, Visa, PayPal, Afterpay and Zipay and we reserve the right to vary our accepted payment methods at any time without notice. You must not pay, or attempt to pay, for an order through any fraudulent or unlawful means. If your payment is not able to be successfully processed, or if we suspect that it has been paid for using any fraudulent or unlawful means, we have the right to cancel the order.

We use a reputable third party payment processor to process payments and do not collect or store credit card details. Regarding your purchase details, we will use all reasonable steps to protect your data in line with our privacy obligations (see our Privacy Policy); however, in

the absence of negligence, we will not be responsible for any loss or damage that you may suffer if a third party acquires unauthorised access to data that you have provided to us.

TITLE

Title in the products will not pass to you until the later of delivery or when your payment has been processed or otherwise received by us. If your payment is declined or reversed for any reason we reserve the right to reclaim the products from your possession, custody or control even if they have been delivered to you or moved from the delivery address. We reserve the right to keep or sell the products. Risk of loss, damage or deterioration to any products will pass to you on delivery to your nominated address. It is your responsibility to ensure that you enter delivery address details correctly.

CURRENCY, DUTY & TAXES

All product prices indicated, and payments made on this Australian online store are in AUD currency. GST is only added to the order total of all shipments within Australia.

For more information on additional charges based on shipping country please refer to our Shipping Policy.

DELIVERY

Please refer to our Shipping Policy.

CANCELLING AN ORDER

Once your order has been placed online you cannot cancel the order. We are also unable to cancel an order or stop an order from being dispatched on your request. If you have incorrectly placed an order please refer to our Returns Policy.

COPYRIGHT, TRADE MARKS AND OWNERSHIP OF RIGHTS

The copyright, trademarks and other intellectual property rights contained within this website, business, products and branding are owned by or licensed to us and are protected by Australian and international laws. Unless prior written permission from us is obtained, the use or misuse of any copyright, trademarks or intellectual property is forbidden, including reproduction of our product photography and descriptions.

Intellectual Property includes but is not limited to:

- all present and future rights to intellectual property including inventions and improvements, trade marks (whether registered or common law trademarks), patents, designs, copyright, imagery, any corresponding property rights under the laws of any jurisdiction;
- all rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data, formula or work product; and

- all work product developed in whole or in part by us.

RETURNS AND AUSTRALIAN CONSUMER LAW

Please refer to our Returns Policy.

LIMITATION OF LIABILITY

To the extent permitted by law, we exclude all express or implied representations, conditions, guarantees and terms relating to our products and services, this website and this agreement, including but not limited to:

- implied or express guarantees, representations or conditions of any kind, which are not stated in these Terms or which cannot be excluded by law;
- the quality or fitness for purpose of our goods and services;
- the website or the products becoming unavailable;
- minor variations in appearance of the products due to hand-crafted elements or differences in monitors or computer equipment; and
- any loss, damage, costs including legal costs, or expense whether direct, indirect, incidental, special, consequential and/or incidental, including loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption, loss of programs or other data on your information systems or costs of replacement goods, or otherwise, suffered by you or claims made against you, arising out of or in connection with the website, inability to access or use the website, the products, the services, the late supply of products, or the Terms, even if we were expressly advised of the likelihood of such loss or damage.

To the maximum extent permitted under law, where our liability cannot be excluded, our total liability arising out of or in connection with the products, the services or the Terms and this website and its content, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise is limited to the purchase price paid by you. The obligations under this clause will survive termination of these Terms.

INDEMNITY

You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your breach of the Terms. You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of our products including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us. The obligations under this clause will survive termination of these Terms.

DISCLAIMER

The information contained on this website is provided by us in good faith. To the best of our knowledge, the information is accurate and current. However, we and our directors, officers,

employees, consultants or agents do not make any representation or warranty as to the reliability, accuracy or completeness of the information.

We reserve the right to cancel and refund any order or part order where an individual product is listed at \$0 or at an incorrect price, or when a Gift Card is listed for purchase at less than face value. Promotional codes can only be used once per customer. We reserve the right to cancel any order in which it appears that multiple accounts have been set up for the same customer.

DAMAGE TO COMPUTERS OR OTHER DEVICES

We take reasonable steps to ensure that our website is free from viruses or other malicious or dangerous content, however we cannot guarantee that use of this website will not cause damage to your computer or other devices. We will not be liable for any loss or damage caused by any such content that may infect your computer due to the use of this website or any website linked to it. It is your responsibility to make sure that you have the proper equipment and anti-virus software to use this website safely.

You must not misuse this website by introducing technologically harmful material, including but not limited to, viruses and trojans or by attempting or actually breaching the website's security mechanisms, or by attempting or actually taking and reproducing any website content without our express prior consent.

THIRD PARTY WEBSITES

This website may contain links to third party websites. We are not responsible for the condition or content of those websites as they are not under our control. You access those websites and/or use the website's products and services solely at your own risk. The links are provided solely for your convenience and do not indicate, expressly or impliedly, an endorsement by us of the websites or the products or services provided on the website.

We will not be held responsible or liable for any direct or indirect loss or damages caused or alleged to have been caused by your use, of, or reliance on, any content, goods or services available on an external website. Any concerns regarding an external link, should be directed to its responsible website administrator or webmaster.

PRIVACY

We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth) and any other applicable legislation or privacy guidelines. Your privacy is very important to us and we will always act to protect your information in accordance with our Privacy Policy. Our Privacy Policy constitutes part of these Terms and Conditions, and can be viewed [here](#).

SPAM

Under no circumstance will we deliberately send you an electronic message without your consent. If you receive an unsolicited email from us, please let us know.

COOKIES

A Cookie is a small data file that is stored by your web browser on your computer. For more information on our Online and Digital Service please see our Privacy Policy.

PROMOTIONS AND OFFERS

DRIFTWOOD may offer unique offers for a specific promotional activity from time to time. These offers may be redeemed for shipping or product discounts for specific time periods. Code based promotions must be entered and applied at the checkout to redeem. Offers are valid exclusively in our DRIFTWOOD online boutique and cannot be transferred to another location, extended or combined with any other offer. This offer is available to customers who receive the offer directly from DRIFTWOOD and cannot be forwarded or shared with other customers. Normal refund policy applies.

We may run competitions and promotions throughout the year. Competitions and promotions may have their own separate terms and conditions which will apply in addition to these Terms. Please carefully read those terms and conditions before entering or participating in a competition or promotion. If a competition or a promotion does not have its own specific terms, these general Terms will apply.

DRIFTWOOD 10% sign up offer is valid towards full priced products only for new subscribers only.

PASSWORD AND ACCOUNT SECURITY

It is your responsibility in maintaining the confidentiality of your password and account and all activities that take place under your password or account. If you will be using a shared computer ensure that you logout of your account at the end of each session. If you believe that there has been a security breach or misuse of your password or account, please let us know immediately. We will not be liable for any loss or damage that may occur as a result of your failure to comply with this clause.

WEBSITE CHANGES

These Terms may be amended from time to time with notice, and we reserve the right to amend these Terms at our sole discretion, without prior notice and without incurring any liability to you. Your use of this website following any such amendments will be deemed to be confirmation that you accept those amendments. We recommend that you check these Terms prior to each use of the website.

WEBSITE UNAVAILABILITY

We make no warranty as to the availability of our website and will not accept responsibility if this website is unavailable to you as a result of computer downtime, malfunction or other factor/s beyond our control.

GIFT CARDS

Gift cards cannot be purchased with promotional codes. Gift cards cannot be refunded or returned, unless required by law. Please note that gift cards are currently only able to be sold and redeemed through our DRIFTWOOD retail boutique. They will also not be exchanged for another denomination or tender such as cash. Please note that we are not responsible for and are unable to replace gift cards which are lost or stolen.

View full terms and conditions for Gift Cards.

CORRECTION OF ERRORS

Occasionally there may be content on this website that contains typographical errors, inaccuracies or oversights relating to an individual product description, product image, price, promotion, special offer or availability. In this circumstance, we reserve the right to amend any typographical errors, inaccuracies or oversights and to correct or update content or cancel orders at any time without prior notice. Please note that this also applies to orders that have been submitted. We will contact you as soon as reasonably practicable that we become aware of any error that has resulted in a cancellation of your order, so that we can refund any monies paid.

If you believe that there is a typographical error, inaccuracy or oversights on this website please contact us.

You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your breach of the Terms. You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of our products including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us. The obligations under this clause will survive termination of these Terms.

FORCE MAJEURE

We will not be liable for any delay or failure to perform our obligations under the Terms if such delay is due to any circumstance beyond our reasonable control. If we are delayed from performing our obligations due to such a circumstance for a period of at least 2 months, we may terminate our agreement with you by giving you 5 business days' notice in writing.

WAIVER

Any failure by a party to insist upon strict performance by the other of any provision in the Terms will not be taken to be a waiver of any existing or future rights in relation to the provision. No waiver by us of any of the Terms shall be effective unless we expressly state it is a waiver and we communicate to you in writing.

TERMINATION

If you breach these Terms and Conditions, we reserve the right to immediately suspend, terminate or limit your access to this website. A notice as outlined above will be sent to you.

ASSIGNMENT

You must not assign any rights and obligations under the Terms whether in whole or in part without our prior written consent.

SEVERABILITY

If any of the Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

GOVERNING LAW

We operate this website from our offices in Australia; however this website may be accessed throughout Australia and overseas. The laws of Australia govern these Terms. We make no representations that the content of this website complies with the laws (including intellectual property laws) of any country outside Australia. If you access this website from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the website.

ENTIRE AGREEMENT

These Terms and any document expressly referred to in them represent the entire agreement between you and us and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

COMMENTS

If you have any comments or concerns we welcome your feedback and suggestions, please contact our

Customer Care Team: online@driftwoodboutiqueanddecor.com.au

Address: Driftwood Boutique & Décor, Shop 4, 22-26 James Street, YEPPOON, QLD, 4703 Australia

Hours: Monday-Friday 9:30am-4.00pm AEST

Phone: 07 4939 2005

Last updated: October, 2020