Wish Promotions Pty Ltd P: 03 9114 8776



ABN: 58653660765

# **Terms and Conditions**

#### Scope

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#### **Virus Warning**

All care is taken to ensure that the website and Wish Promotions Pty Ltd's data transmissions are free from viruses. However, it is your responsibility to scan any such data for viruses.

## **Placing Orders**

Orders will not be despatched until payment in full has been received and Wish Promotions Pty Ltd is satisfied with the integrity of the order. You agree to provide Wish Promotions Pty Ltd with current, complete and accurate information (including your name, address, email address and credit card number) when placing an order. Should you enter the wrong address, we will not re-send the order to the correct address at our expense. Placement of an order by you constitutes an offer to enter into an agreement with us. We will email you a Tax Invoice/Order confirmation for the sole purpose of confirming the details of your order.

## **Cancelling Orders**

We reserve the right to cancel orders at our sole discretion at any time. In those circumstances, we will not be held liable for any loss or damage incurred by you arising out of in connection with the exercise of these rights. If you need to cancel an order, please contact us immediately on 03) 9114 8776. Our agreement with you only comes into existence once we have both confirmed your order and your payment has been successfully processed. Once we have accepted payment for an order, cancellation of the order is within our sole discretion.

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## **Delivery**

We will provide you with an estimated date for delivery of all goods. While we make every effort to deliver by this time, all dates specified are estimates only. If an order does not arrive by the due date, we will lodge enquiries with the courier to ensure that delivery occurs as soon as possible. We will not be held liable for any loss or damage resulting from late delivery. You acknowledge and agree that late delivery does not constitute a breach by us of our agreement and does not entitle you to cancel an order.

Please note that if an item has been lost in transit, we will not despatch a replacement item immediately. Replacement items will only be despatched at our discretion. We will not accept liability for any loss or damage arising from items lost, stolen or damaged after delivery has taken place.

## **Privacy Policy**

Please see our **Privacy Policy Page** for further information.

# Indemnity

You agree to indemnify Wish Promotions Pty Ltd against any and all claims, loss or damage (including without limitation any claims by third parties) that it may incur arising out of or in connection with a breach of this agreement by you or any user of your account, your use of this website or the placement or transmission of any information on this website by you or any users of your account. Limitation of Liability Wish Promotions Pty Ltd's maximum liability in connection with any goods or services supplied to you will, to the maximum extent permitted by law, be limited to:

In respect of goods, the replacement or repair of the goods, the supply of equivalent goods, the cost of replacing or repairing the goods or the cost of obtaining equivalent goods; and in respect of services, the re-supply of the

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