

## WEBSITE TERMS AND CONDITIONS

Welcome to the website of Bigriggen Park.

This document outlines the terms and conditions for your use of this website and by using this website you are taken to have accepted these terms and conditions.

### Use of website

By accessing and using this website, including by making a purchase or uploading or downloading content, you agree to be bound by these website terms and conditions as amended by us from time to time.

If you breach these terms and conditions we may, without limitation, terminate your access to this website and make any claim against you for any damages suffered by us in connection with your breach including but not limited to any unlawful or unauthorised upload or download of content or use of content on or via this website. This is in addition to any other remedies we may have.

These terms and conditions must be read in conjunction with our policies, namely:

1. Our [Privacy Policy](#) relating to privacy and information handling and reporting; and
2. Our [Booking Terms & Conditions](#) which apply to any purchases or bookings through this website.

### Intellectual Property

Copyright in this website (including all text, data, graphics, logos, icons, sound recordings and software) is owned or licensed by us.

Other than expressly authorised by these terms and conditions or by us in writing, you must not, in any manner or form:

- a) adapt, reproduce, store, distribute, print, display, perform, publish or create new works from any part of this website including the information and content displayed on this website; or
- b) commercialise any information, content, including products or services advertised, or obtained from this website;

without our written permission.

Any word to which is attached an intellectual property symbol (for example ™ or ®) is a registered trade mark or otherwise protected by copyright or other common law intellectual property rights. If you use any of our trade marks (including logos and business names) in reference to us or our products or services, you must include a statement attributing that trade mark to us. Additionally, you must not use any of our trade marks:

- a) in or as the whole or part of your own trade marks;
- b) in connection with activities, products or services except ours;
- c) in a manner which is or may be confusing, misleading or deceptive; or
- d) in a manner that disparages us or our products or services.

### Online Purchases and Bookings

All purchases which may be made via or through this website are subject to:

1. Our [Booking Terms & Conditions](#) available on this website; and
2. Any additional terms of sale by any point of sale software.

By making a purchase on this website you accept these terms whether or not asked to accept them at checkout.

Without limiting our [Booking Terms & Conditions](#), in the interpretation of the information available on this website:

1. The nominated currency for all transactions on or via this website is Australian Dollars (AUD\$) unless otherwise displayed including where you select a different currency.
2. All prices displayed on website will be exclusive of GST (Australian domestic Goods and Services Tax) unless otherwise stated.
3. All Australian domestic sales and deliveries to Australian addresses from this website will be subject to Australian GST. The rate of Australian GST is 10%.
4. We may change the pricing of goods and services available on this website at any time without notice.

### **Third party advertisements, content and links**

This website may include third party content, including advertising and links to third party websites, products and services, which is subject of that third party's terms and conditions of use.

Nothing on this website will operate to grant any licence or right for you to use third party content. You should consult the third party's terms and conditions in relation to use of their content.

We do not endorse the content of any other persons' advertisements or websites nor warrant its accuracy, safety, lawfulness or any other matter in connection with a third party's website, their services or products. We accept no liability for any action or omission taken by you in connection with the information of other persons and your access to any external services. We do not warrant that other persons' websites will be free of viruses or malware or that any other persons will adhere to the same privacy policy as us.

This website may operate wholly or partly through a secure server. Secure Server Layer (SSL) encrypts the information you send through this website. We make no warranty in respect of the strength or effectiveness of that encryption and we are not responsible for events arising from unauthorised access of the information you provide.

### **Privacy and Security of Information**

We may collect information from you in the course of your access to this website, including in the making of a purchase and such information will be collected, used, disclosed, stored and destroyed in accordance with our [Privacy Policy](#).

We may also use "cookies" on this website. Cookies enable us to monitor traffic to and from our website(s) and to serve you more efficiently if you revisit the site. A cookie will not identify you but will identify your computer. You can change your browser settings to notify you when you receive a cookie and either accept or reject cookies.

Unfortunately, no data transmission over the Internet can be guaranteed as absolutely secure. Whilst we strive to protect your information, we do not warrant and cannot ensure the security of any information which you provide to us, in any form. Accordingly, any information which you provide or transmit to us is transmitted at your own risk.

If this website asks you or you receive any prompt or other electronic communication (including by email) requesting a payment to us, it is your responsibility to verify that the request is genuine which you may do by contacting us on the publicly available telephone numbers displayed on this website.

### **Disclaimer**

Nothing in these terms and conditions excludes, restricts or modifies any right, warranty or other condition, whether stated or implied which may not be excluded by law.

If there is a term of these terms and conditions which is illegal, void or voidable, it will be deleted with all remaining terms continuing to apply unaffected.

Subject to the foregoing:

- a) we do not accept any liability for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this website or any linked website(s), including in connection with reliance upon any information contained in or accessed through this website;
- b) we do not accept any liability for any loss or damage (including indirect, special or consequential loss or damage) which you may suffer or which may arise directly or indirectly in connection with goods or services supplied by us in this website or via any website accessible from this website including any failure or omission to supply such goods or services or to comply with our obligations under these terms and conditions; and
- c) any condition, warranty, right or liability which would otherwise be implied in these terms and conditions is excluded to the extent permissible by law.

You acknowledge that:

- a) prior to making any purchase or undertaking any interaction on this website you have availed yourself of the opportunity to review and satisfy yourself that the goods and services you are purchasing or using satisfy your requirements; and
- b) at no time prior to any purchase or undertaking any interaction on this website have you relied on our skill or judgment or any matter not in these terms and conditions, and that it would be unreasonable for you to do so.

The provisions of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention) which might apply to these terms and conditions (by virtue of any law relevant to these terms and conditions) is expressly excluded.

Our sales to consumers are subject to the Australian Consumer Law (under *the Competition and Consumer Act 2010 (Cth)*) and the Consumer Guarantees.

### **Complaints**

If you are unsatisfied with your experience on this website or any purchase that you have made, you may wish to make a complaint and we will endeavour to address your concerns as best as possible. To make a complaint, please email us or telephone us via our [Contact Details](#).

### **Governing law**

These terms and conditions are governed by the laws in force in Queensland, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of that jurisdiction in the Brisbane CBD.