

Terms and Conditions

Acceptance

The Online Bears Store is operated by Burleigh Heads Rugby League Football Club Inc. ABN 62 765 391 351 (together "Burleigh Bears" or "us", "we" or "our"). Under this agreement with Burleigh Bears, we may disclose personal information that we collect from users of this website to Burleigh Bears for purposes relating to providing our goods and services including direct marketing purposes. Where this occurs, any disclosure of your personal information will be in accordance with our Privacy Policy.

By accessing or using the Burleigh Bears website ("this website"), you acknowledge that you have read and understood and agree to be bound by the following terms and conditions (as amended from time to time) which form a legally binding contract between you and Burleigh Bears.

If you don't agree to these terms and conditions, please do not use this website.

For any queries or assistance, please contact us at reception@burleighbears.com.au

Use of This Website

You acknowledge and agree that this website and its contents are only intended for your own personal, non-commercial use and you may only download, print or use content for this purpose.

You may only use this website for lawful purposes and must not use it in a way that violates the rights of any third party.

Unless you have prior consent, you must not copy, reproduce, modify, distribute, imitate, publish, commercially exploit or link to or deep-link into this website.

Intellectual Property Rights

The copyright, trademarks and other intellectual rights contained within this website are owned by or are licensed to Easts Tigers.

Except as expressly authorised, you may not reproduce, perform, create derivative works from, republish, upload, edit, post, transmit, or distribute in any way whatsoever, any materials from this website without prior written permission from Burleigh Bears.

Third Party Websites

This website may contain links to third party websites. Burleigh Bears is not responsible for the condition or content of those websites as they are not under Burleigh Bears control. You access those websites and/or use their 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 Burleigh Bears of those websites or the products or services provided on those websites.

You must not link any third party website to this website without Burleigh Bears prior written consent.

Damage to Computer or Other Device

We will take reasonable care in ensuring that our website is free from viruses or other dangerous content, however cannot guarantee that use of this website will not cause damage to your computer or other devices. It

is your responsibility to make sure that you have the proper equipment and anti-virus software to use this website safely.

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.

Burleigh Bears will not be liable for any loss or damage that may occur as a result of your failure to comply with this clause.

Overseas Users

This website may be accessed throughout Australia and overseas. Burleigh Bears makes 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.

In addition, note that we may not be permitted to supply certain products to customers outside of Australia.

Age Restrictions

By law, we cannot sell certain products (such as alcohol) to persons under the age stated on the product. When you order these products online, you are confirming that you are of the legal age and that the information you have provided us is true and accurate.

Errors

When placing information onto our website, we will take reasonable care in ensuring that all details, prices, product images and descriptions displayed are correct at the time.

We have the right to amend any typographical errors, inaccuracies or oversights in the information contained on this website 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.

In addition, images showing textures, appearances and colours of our products will vary depending on your monitor and computer equipment. We cannot guarantee that the product images are an exact representation of the actual products.

Rejection of Orders

We reserve the right to reject an order for any reason, including without limitation where:

- A product is unavailable;
- There was an error in the price, image or product description;
- The customer does not meet age requirements;
- We are not permitted to supply the product to a customer outside Australia;

- There was an error in your order; and

We also have the right to limit the sale of products to reasonable or normal quantities.

When an order is rejected, we will refund in full all amounts you have paid in respect of the rejected order.

Access

We reserve the right to immediately suspend, terminate or limit your access to this website for any reason in our absolute discretion. We will not accept responsibility if your access to this website is unavailable for any reason.

Cookies

Cookies are small pieces of information that your browser stores on your computer hard drive.

We may use cookies to provide website usage information as well as to assist us to improve and develop the products and services we offer. Our cookies do not contain any personal identifiable information.

If you disable cookies on your web browser, you may not be able to fully experience all features of this website.

Disclaimer

You use this website at your own discretion and risk.

Burleigh Bears makes no representations or warranties of any kind, express or implied as to the operation of this website or the information, content, materials or products included on this website, except as otherwise provided under applicable laws.

Neither Burleigh Bears nor its affiliates, directors, officers, employees, agents, contractors, successors or assigns will be liable in any way whatsoever (including for negligence) for any loss, damage (including incidental, special or consequential damages), costs or expenses suffered, arising out of, or in any way connected with this website or any of its content.

All warranties, conditions and representations (whether express or implied) are hereby excluded to the extent permitted by law.

Indemnity

You agree to indemnify Burleigh Bears for any loss, damage or cost it suffers or incurs as a result of any breach by you of these terms and conditions.

Governing Law

These terms and conditions are governed by and construed in accordance with the laws of the State of Queensland, Australia. You agree to submit to the exclusive jurisdiction of the courts of Queensland.

Changes

Burleigh Bears may, in its absolute discretion, modify or amend these terms and conditions at any time without providing you with prior notice. If we do so, the updated terms and conditions will be published on this website and the modifications will be immediately binding upon you.

Delivery

Burleigh Bears customers that purchases a product from the merchandise category will be sent by Australia Post or via Courier at the expense of the buyer. Merchandise will be processed and distributed within (7) days. Burleigh Bears cannot be held liable for any loss, damage or discrepancies that occur during transit.

For any queries or assistance, please contact us at reception@burleighbears.com.au or call us on 07 56176444.