

WEBSITE TERMS & CONDITIONS

1. Introduction

- 1.1. Welcome to www.redthunderfc.com.au (the 'Website'). The Website provides you with an opportunity to browse information and purchase various products that have been listed for sale through the Website (the 'Products'). The Website provides this service by way of granting you access to the content on the Website (the 'Purchase Services').
- 1.2. The Website is operated jointly by Red Radials (Northern Chapter) Ltd (ACN : 632 193 090) trading as Red Thunder (herein after referred to as Red Thunder). Access to, and use of the Website, or any of its associated Products or Purchase Services, is provided by Red Thunder.
- 1.3. The Terms of Use of this website include these Terms and Conditions, the Privacy Policy and any other terms and conditions that appear in or are linked to the Red Thunder website (Additional Terms and Conditions).
- 1.4. The Additional Terms and Conditions that appear on the Red Thunder website will govern your use of, and access to, certain sections of the website where they appear. Since these Additional Terms and Conditions form part of the Terms of Use, you are bound by them and should review them wherever they are relevant to you when using the Red Thunder website.
- 1.5. The use of the Website is governed by the policies, terms and conditions below. Please read them carefully. Your use of the Website indicates your acceptance of these terms and conditions. Your placement of an order indicates your acceptance of these terms and conditions.
- 1.6. Red Thunder reserve the right to review and change any of the Terms herein, by updating these pages at its sole discretion. Any changes to the Terms have immediate effect at the date of publication.

2. Website Content and Access

- 2.1. While Red Thunder endeavours to take reasonable care in preparing and maintaining the information on this website we do not warrant the accuracy, reliability, adequacy or completeness of any of the website content. You acknowledge and accept that the website content may include technical inaccuracies and typographical errors. The website content is subject to change at any time without notice and may not necessarily be up to date or accurate at the time you view it.
- 2.2. It is your responsibility to enquire with us directly to ensure the accuracy and currency of the material or information you seek to rely upon. To the extent permitted by law, including the Competition and Consumer Act 2010 (Cth), Red Thunder disclaims all liability for loss directly or indirectly arising from your use of or reliance on the website and the website content.
- 2.3. Red Thunder does not guarantee that access to the website will be uninterrupted or that the website is free from viruses or anything else which may damage any computer which accesses the Red Thunder website or any data on such a computer.

3. General Disclaimer

- 3.1. Red Thunder does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Products other than provided for pursuant to these Terms.
- 3.2. Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 3.3. Subject to this clause, and to the extent permitted by law:

- 3.3.1. all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms are excluded; and
 - 3.3.2. Red Thunder will not be liable for any special, indirect or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Purchase Services or these Terms (including as a result of not being able to use the Purchase Services or the late supply of the Purchase Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 3.4. Use of the Website, the Purchase Services, and any of the products of Red Thunder is at your own risk. Everything on Website, the Purchase Services, and the Products of Red Thunder are provided to you on an “as is” and “as available” basis, without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors of Red Thunder make any express or implied representation or warranty about its Content or any products or Purchase Services (including the products or Purchase Services of Red Thunder) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- 3.4.1. failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third-party conduct, or theft, destruction, alteration or unauthorised access to records;
 - 3.4.2. the accuracy, suitability or currency of any information on the Website, the Purchase Service, or any of its Content related products;
 - 3.4.3. costs incurred as a result of you using the Website, the Purchase Services or any of the Products;
 - 3.4.4. the Content or operation in respect to links which are provided for the User's convenience;
 - 3.4.5. any failure to complete a transaction, or any loss arising from e-commerce transacted on the Website; or
 - 3.4.6. any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

4. Purchase of Products

- 4.1. In using the Purchase Services to purchase the Product through the Website, you agree to the payment of the purchase price listed on the Website for the Product (the 'Purchase Price').
- 4.2. Following payment of the Purchase Price Red Thunder will issue you a receipt to confirm that the payment has been received and Red Thunder will record your purchase details for future use.

5. Pricing

- 5.1. Prices are subject to change without notice. All credit cards are charged in Australian Dollars.

6. Returns Policy

- 6.1. All online ticket and product sales are final once purchased. No refunds are offered on any internet sales.

7. Delivery and Shipping

- 7.1. Delivery of online Tickets is via email. Ticket orders will normally be dispatched as soon as your payment has been processed, usually within 30 minutes. However, please allow up to 3-4 hours for delivery of your online email tickets;

- 7.2. Please ensure you enter the correct email address. Red Thunder cannot be held responsible for incorrect delivery email addresses.
- 7.3. Red Thunder cannot be held responsible for delays in delivery. However, we will endeavor to resolve any issues as quickly as possible.
- 7.4. Delivery of online products is via Australia Post only. Product orders will normally be dispatched within 24 hours of your payment being processed. Please allow up to 7 days for delivery within Australia to your postal address;
- 7.5. Please ensure you provide your correct postal address. Red Thunder cannot be held responsible for incorrect delivery addresses.
- 7.6. Red Thunder cannot be held responsible for delays in delivery. However, we will endeavor to resolve any issues as quickly as possible.

8. Limitation of Liability

- 8.1. Red Thunder total liability arising out of or in connection with the Purchase Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent Purchase Price paid by you under these Terms or where you have not paid the Purchase, then the total liability of Red Thunder is the resupply of information or Purchase Services to you.
- 8.2. You expressly understand and agree that Red Thunder, its affiliates, employees, agents, contributors, third party content providers and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
- 8.3. Red Thunder is not responsible or liable in any manner for any site content (including the Content and Third-Party Content) posted on the Website or in connection with the Purchase Services, whether posted or caused by users of the website of Red Thunder, by third parties or by any of the Purchase Services offered.
- 8.4. You acknowledge that Red Thunder does not provide the Delivery Services to you and you agree that Red Thunder will not be liable to you for any special, indirect or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Delivery Services.

9. Indemnity

- 9.1. You agree to indemnify Red Radials (Northern Chapter) Ltd, its affiliates, employees, agents, contributors, third party content providers and licensors from and against any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so and any breach by you or your agents of these Terms.

10. Copyright and Intellectual Property

- 10.1. The materials displayed on this website, including without limitation all editorial materials, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trademarks, are the property of Red Thunder and are protected by copyright, trademark and other intellectual property laws. Any such content may be displayed and printed solely for your personal, non-commercial use within your organisation provided that any copyright notice on such a display or page is not removed. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such material to any third party without the express prior written consent of Red Thunder.

- 10.2. Unless expressly granted, Red Thunder does not grant any license or right in, or assign all or part of, its intellectual property rights in the content or applications incorporated into the Red Thunder website.
- 10.3. The Website, the Purchase Services and all of the related products of Red Thunder are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the website (including text, graphics, logos, button icons, video images, audio clips and software) (the 'Content') are owned or controlled for these purposes and are reserved by Red Thunder or its contributors.
- 10.4. Red Thunder retains all rights, title and interest in and to the Website and all related content. Nothing you do on or in relation to the Website is deemed to transfer to you:
 - 10.4.1. the business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright of Red Thunder; or
 - 10.4.2. the right to use or exploit a business name, trading name, domain name, trade mark or industrial design; or
 - 10.4.3. a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).
- 10.5. You may not, without the prior written permission of Red Thunder and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content or third-party contact for any purpose. This prohibition does not extend to materials on the Website which are freely available for re-use or are in the public domain.

11. Submissions

- 11.1. Any material you send to us on or via the Red Thunder website will be deemed to be non-confidential and non-proprietary, unless it is indicated to be otherwise. This includes any data, questions, comments, suggestions, ideas or other information. We will be entitled to use any such material which has not been indicated to be confidential or proprietary for any purpose without compensation to you.

12. Third party websites

- 12.1. The Red Thunder Website may contain links to other websites operated, controlled or produced by third parties. Unless otherwise indicated, Red Thunder does not control, endorse, sponsor or approve any such third-party websites or their content nor does Red Thunder provide any warranty or take any responsibility whatsoever for any aspect of those websites or their content.

13. Linking to the Red Thunder Website

- 13.1. If you wish to establish a link to this our website, you must first seek approval from Red Thunder. If Red Thunder agrees to your proposed link, you must comply with any terms and conditions imposed by Red Thunder as a condition of such agreement.

14. Interference with website

- 14.1. You must not attempt to change, add to, remove, deface, hack or otherwise interfere with this website or any material or content displayed on the Red Thunder website.

15. Privacy

- 15.1. Red Thunder is committed to protecting your privacy. Any personal information collected by Red Thunder will not be transferred to or shared with any third party, other than as detailed herein, without your consent. Red Thunder uses safe, secure 3rd party provider technology to protect your personal information.

- 15.2. Personal information may be used by Red Thunder to communicate with our customers and subscribers, fulfill orders, improve customer service and also for editorial purposes. Red Thunder may also use personal information to send updates about new products and promotions, provided the user has explicitly requested such updates. Users may unsubscribe from these updates at any time by clicking on the 'UnSubscribe' link at the bottom of any email from Red Thunder.
- 15.3. Email addresses submitted to Red Thunder will remain the private property of Red Thunder and will not be sold to any third party.
- 15.4. Red Thunder reserves the right to amend this privacy policy at any time. Amendments to this policy will be posted on our web site in a timely manner.

16. **Governing Laws**

- 16.1. The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.