

BUGABOO WEBSHOP TERMS AND CONDITIONS:

When you use our website, www.bugaboo.com you accept our Terms and Conditions. Please read them carefully. Your access to and use of the Website, including your order of products through the Website, is governed by these Terms and Conditions.

1. LIMITED LICENCE

www.bugaboo.com is a website where you can browse, select and order Bugaboo products from Bugaboo Australia Pty Limited ABN 15 129 828 280 (**Bugaboo, us or we**).

(a) We grant you a limited, revocable licence to access and use the www.bugaboo.com website (**Website**) and its content in accordance with these Terms and Conditions.

(b) You may display, print or download the content of our Website on your computer, PDA, mobile phone or other telephonic device for information, entertainment and personal use only.

(c) Some of the content of our Website may be subject to Additional Terms and Conditions (for example, content which you access through links to the websites of third parties). If you agree to Additional Terms and Conditions and there is any inconsistency between those terms and these Terms and Conditions:

- (i) these Terms and Conditions prevail to the extent of any inconsistency in relation to the use of our Website; and
- (ii) the Additional Terms and Conditions prevail only to the extent of the inconsistency in relation to your use of a third party's services or website.

(d) You cannot use our Website or any part of it for any Commercial Use or for any public display (commercial or non commercial).

(e) We reserve the right to suspend, terminate or otherwise deal with your limited licence in relation to the Website and its content at any time.

(f) Our Terms and Conditions apply while you use our Website or services. You agree to be bound by, and comply with, these Terms and Conditions.

(g) You agree to comply with all relevant laws relating to your use of the Website and your placement of any order through the Website.

2. YOUR USE OF OUR WEBSITE

In using our Website you must not:

(a) distribute all or any part of our Website other than as intended or as agreed by us in writing.

(b) do anything which alters the Website, or interferes with or affects its working other than as intended or as agreed by us in writing. This includes removing anything from it, adding anything to it, linking it to or from another Website.

(c) alter or modify any part of our Website other than as intended as agreed by us in writing.

(d) access third party submissions or other content on our Website other than as expressly authorised by us and by way of the web pages provided by us.

(e) use the Website or include, list, upload, post or transmit any information or material in any manner or for any purpose that is illegal, unlawful, breaches the privacy or Intellectual Property Rights of another, is offensive, defamatory, deceptive, deceitful, misleading, inaccurate, fraudulent, obscene, indecent, offensive, vulgar, harmful, advocating violence, threatening, abusive, harassing, or violates any applicable law, statute, ordinance or regulations, or which is prohibited by these Terms and Conditions.

(f) use or launch any automated system including (without limitation) any offline readers, spiders or robots that access our Website in a way that:

- (i) sends a larger number of request messages to our servers or to other users of our Website than can reasonably be produced by a human in the same period using a conventional on-line web browser.
- (ii) sends spam to any other user.
- (iii) annoys or harasses any other user.

(g) collect or harvest any personally identifiable information.

(h) store, permanently download or redistribute content from our Website other than as intended or as agreed by us in writing.

(i) circumvent, disable or otherwise interfere with any security-related features of the Website or features that prevent, limit or restrict use or copying of any content from our Website.

(j) attempt to decompile or reverse engineer any software contained on the Website.

(k) transfer the materials to another person or 'mirror' the materials on any other server.

(l) use any data listed on the Website for commercial purposes e.g. through price or information scraping.

3. WE ARE ENTITLED TO USE, REMOVE, ALTER AND MONITOR CONTENT ON THE WEBSITE

We are entitled without notice, but are not obliged to:

(a) use, alter, update and monitor the content of the Website, at any time and at our sole discretion.

(b) remove from the Website any content that is in our opinion and sole discretion unacceptable.

4. PRIVACY POLICY

Parts of our Website may require you to provide us with personal information. To access our privacy policy, please go to, <http://www.bugaboo.com/privacy-policy>.

5. SUBMITTING INFORMATION

(a) In order to take advantage of any promotions and order any products on our Website, you will need to provide us with certain information. When entering information on our Website, you must provide accurate, current and comprehensive information.

(b) You must be more than 18 years of age to submit information on our Website. Bugaboo sells products for children, but it sells them to adults, who can purchase with a credit card or other permitted payment method. If you are aged less than 18, your parent or guardian must accept full responsibility for the terms, conditions, obligations and warranties set out in these Terms and Conditions and/or any Additional Terms and Conditions.

(c) No data transmitted over the internet is secure. We take reasonable steps to protect the data you transmit using the Website, but we do not warrant and cannot ensure the security of that data. You transmit data using the Website at your own risk.

6. LINKS TO AND FROM WEBSITES

(a) You must never create a link to or from our Website or any part of our Website:

- (i) for Commercial Use, without our prior written consent.
- (ii) to or from a website which contains Prohibited Content.
- (iii) to or from a website which infringes third party's rights (including Intellectual Property Rights).

(b) Our Website may contain links and other pointers to websites owned or controlled by third parties. These links are provided for your convenience only and are not endorsed by us.

(c) When accessing third party websites you should read the terms and conditions applying to the use of those websites.

(d) We have no control over the content, practices or policies of any third party websites and therefore take no responsibility in respect to them. By using our Website to access third party websites you expressly release and indemnify each of us and our Affiliates from any and all liability arising from your access or use of any third party website.

7. YOUR ACCOUNT

(a) If you use this Website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

(b) Bugaboo reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in Bugaboo's sole discretion.

8. PLACING AN ORDER FOR PRODUCTS

(a) You may order products by selecting and submitting your order through the Website in accordance with these Terms and Conditions.

(b) By clicking the 'order' button at the end of the process you will place the order and agree that the order content, (including without limitation the type, quantity, price, postage and delivery costs and timing) is correct and that the order is subject to these Terms and Conditions.

(c) Any order placed through this Website for a product is an offer by you to purchase the particular product for the price notified (including the delivery and other charges and taxes) at the time you place the order.

(d) We may ask you to provide additional details or require you to confirm your details to enable us to process any orders placed through the Website.

9. ACCEPTANCE OR REJECTION OF AN ORDER

(a) In certain circumstances, we may need to reject your order, including but not limited to where the requested product is not available or if there is an error in the price or the product description posted on the Website.

(b) Each order placed for products through the Website that we accept results in a separate binding agreement between you and us for the supply of those products. For each order accepted by us, we will:

- (i) supply the products in that order to you in accordance with these Terms and Conditions; and
- (ii) send you an email confirmation of that order – though with the nature of the internet we cannot guarantee receipt. Please add the Bugaboo email address in your contact address book to ensure emails are not sent to SPAM or blocked by your fire wall.

(c) If we reject an order placed through the Website, then we will endeavour to notify you of that rejection at the time you place the order or within a reasonable time after you submit your order.

10. DELIVERY OF PRODUCTS

(a) We only deliver to addresses in Australia.

(b) You agree to comply with certain delivery requirements specified below and such other requirements that we notify you when you place your order through the Website.

(c) We recommend that you be present to accept the delivery of your order.

(d) We do not deliver to PO boxes, and require a signature at point of delivery.

(e) We may require the person accepting the delivery of your order to provide us with proof of that person's identity (including photographic identification) and, where relevant, age. If the order has been paid by credit card, then we may also ask you to show us the credit card for us to conduct our verification checks.

(f) If there is no one or no appropriate person (for example, above 18 years old) at the delivery

address to receive the order or, if you are required to be present at the time of delivery and you are not present at that time, then we will not deliver the products you have ordered. In this instance, we will endeavour to contact you or you may contact us to arrange for delivery at a different time, and we may charge you an additional delivery fee for that replacement delivery.

(g) You acknowledge and agree that any person at the delivery address who receives the products is authorised by you to receive your order.

11. CANCELLING AN ORDER

(a) We may cancel any part of an order (including any orders that we have accepted) without any liability to you for that cancellation at any time if:

- (i) the products in that order are not available; or
- (ii) there is an error in the price or the product description posted on the Website for the product in that order; or
- (iii) we reasonably believe your order has been placed in breach of these Terms and Conditions.

(b) If we cancel your order or part of your order, then we will endeavour to provide you with reasonable notice of that cancellation, and will not charge you for the cancelled order or the cancelled part of your order.

(c) You may cancel an order (whether it is accepted by us or not) by contacting us at any time prior to the dispatch of that order and within 7 days after an order has been placed on the Website and an email confirming your order has been sent by us. On cancelling the order, we will refund your payment either to your original payment method or through an alternative means. If we cannot stop the shipment of the order at the time of cancellation, then you will be required to refuse delivery or return the products in order to receive a refund in accordance with our Returns Policy.

12. FEES AND CHARGES

(a) We will charge you, and you agree to pay, the purchase price of each product that is ordered, the delivery fee for your order that we notify to you when you place your order and any other fees and charges notified at the time of purchase.

(b) All fees and charges identified in these terms and conditions and all prices for the products include GST where applicable.

(c) We reserve the right to change the product prices and deliver charges at any time. Such changes will not apply to orders that have already been accepted by us.

13. PAYMENT METHODS

(a) You may pay the fees and charges for an accepted order using the following payment methods:

- (i) the following credit cards:
 - (A) Visa;
 - (B) MasterCard®; and
- (ii) Debit cards displaying a Visa or MasterCard® logo

(b) If we are unable to successfully process your debit card or credit card as payment for your order, then we may cancel your order.

(c) If you choose to pay by credit card, you authorise us to debit the amount that is payable for an accepted order from your nominated credit card.

(d) You must not pay, or attempt to pay, for products through any fraudulent or unlawful means.

(e) We will provide you with a tax receipt at the time of delivery which specifies the total fees and

charges for the products in the order.

14. RETURNS POLICY

- (a) All orders made through our Website are entitled to a free exchange or refund on the terms and conditions set out in this clause 14.
- (b) If, for any reason, you are unhappy with your purchase decision, simply return the products purchased to us in the original package within 90 days after receiving the products and we will provide you with a refund or exchange. The 90 day limit only applies to the days in which the products were in your possession, therefore eliminating any transit time.
- (c) If the item purchased from our Website is determined to be faulty, not fit for the purpose intended or does not match the description, you may return it to us. You must include your proof of purchase to be entitled to a refund, exchange or repair as applicable.
- (d) To return an item that you have purchased from the Website to us via the post:
- (i) Fill out the 'returns form' which comes with your parcel.
 - (ii) Place the 'returns form' with the items that you are returning and carefully wrap.
 - (iii) Take the parcel to your local Post Office. Post so that you'll be able to track your return through registered mail or express post.
- (e) If the item/s is large or bulky, please contact us at info.webshop.au@bugaboo.com or call 02 9091 0322 ext1 between 9am and 5pm Monday to Friday.
- (f) We also reserve the right to charge you for any postage costs incurred for returns, should a refund or exchange be declined or if you've changed your mind.
- (g) If you've requested an exchange of a product that you've purchased on our Website, we'll do our best to fulfil your request, however please note that this is subject to stock availability.
- (h) Upon receipt of the returned products, we will assess the condition and age of all returned products prior to offering a refund, exchange or repair. This may result in the product being sent away for assessment. If the product is not faulty or has been damaged due to inappropriate use, a refund, exchange or repair will be refused.
- (i) Returned products need to be in the condition that they were delivered to you in. Manuals, packaging and accessories must accompany all returned products. Once you open a parcel or remove the item from its packaging, it cannot be refused at the point of delivery. If you suspect that a product is damaged on delivery, then you should refuse to take receipt of that product and notify us. If you notice damage to a product after delivery, you should notify us within 14 days of delivery and return that product in accordance with this clause 14.

15. RISK OF LOSS

Risk and title to a product passes to you on the date and time of delivery to the delivery address.

16. PRODUCT DESCRIPTIONS

Bugaboo attempts to be as accurate as possible. However, to the extent permitted by law, Bugaboo does not warrant that product descriptions or other content of the Website are accurate, complete, reliable, current, or error-free.

17. TRADE MARKS

- (a) We own or are licensed to use our trade marks. No permission is given for their reproduction or publication, except to the extent allowed by Terms and Conditions.
- (b) You acknowledge that all marks or logos that appear throughout the Website belong to us or, from time to time, third parties, and are protected by domestic and international trade mark and copyright laws. Any use of any of the marks or logos without the express written consent of us or the owner of the mark (as applicable) is prohibited. Nothing in these Terms and Conditions or on the Website should be construed as providing that consent.

18. INTELLECTUAL PROPERTY RIGHTS

- (a) The Website (including copyright in the Website and trademarks displayed on the Website) is owned by us.
- (b) Apart from uses permitted by the Copyright Act 1968 (Cth) or by these Terms and Conditions, no part of any content may be reproduced or provided to the public, in any form and by any means, without our written permission.
- (c) You agree that:
- (i) no title to any Intellectual Property Rights in this Website or its content is transferred to you; and
 - (ii) you do not obtain any rights, express or implied, other than those specifically granted by these Terms and Conditions.
- (d) You acknowledge that data in advertisements and sponsors or information provided to you through the Website is subject to copyright, trade mark, brand names, patents or other property rights or laws. You agree that you will not do anything (including, without limitation, amend, rent, rent out, lend, lease, borrow, loan, sell, distribute, create or generate content or products) that partially or entirely reproduces or exploits those Intellectual Property Rights.
- (e) Any rights to download material from our Website are limited to a total download of one copy of that material.

19. INDEMNITY

- (a) You agree that your access to and use of our Website will be at your sole risk.
- (b) You continually indemnify us and our Affiliates against any claim or proceeding that is made, threatened or commenced and against any liability, loss, damage or expense (including legal costs on a full indemnity basis) any of them incurs or suffers, as a direct or indirect result of any of the following:
- (i) your use of and access to our Website.
 - (ii) a breach of these Terms and Conditions.
 - (iii) a wilful, unlawful or negligent act or omission by you.
 - (iv) your violation of any third party right or law, including (without limitation) any Intellectual Property Rights, defamation or criminal laws.
 - (v) a claim that you caused damage to a third party.
 - (vi) your use of any information obtained from or through our Website.
- (c) This clause 19 will survive termination or expiration of these Terms and Conditions and cessation of your use of our Website for any reason.

20. THINGS WE DON'T PROMISE

- (a) Our Website is provided on an 'as is' and 'as available' basis.
- (b) We do not promise you any of the following:
- (i) that you will have uninterrupted or error-free access to or use of the Website by any method.
 - (ii) that the Website or any files available for downloading will be error-free or free from viruses, faults or defects or that any bugs, viruses, Trojan horses or other corrupting programs will not be transmitted to or through our Website by any third party.
 - (iii) to the extent permitted by law, that the content of the Website is accurate, complete, or suitable for a particular purpose. You must rely on your own judgment.
 - (iv) that there will not be any unauthorised access to or use of our secure servers which may

result in your personal or financial information being accessed.

- (v) that your personal settings or information will not be affected or deleted or your messages will not be delivered incorrectly.
- (vi) that your internet or mobile service provider will allow you access to the Website. You are responsible for ensuring your service provider will allow you access to the Website and its content and for any costs and service fees associated with the access.
- (vii) that your computer, mobile or other hardware devices will allow you access to the Website. You are responsible for ensuring your devices will allow you access to the Website and its content and for any costs and service fees associated with the access.

21. LIABILITY

(a) Consumer protection legislation, including the Australian Consumer Law may confer rights and remedies on you which cannot be excluded, restricted or modified (**Consumer Rights**). Nothing in these Terms and Conditions is intended to exclude, restrict or modify your consumer rights.

(b) This clause 21 should be read subject to any warranties provided by manufacturers or suppliers of products to our Website.

(c) To the maximum extent permitted by law, we, and our Affiliates disclaim any and all responsibility and liability in respect of our Website and any loss or damage suffered or incurred by a person for any reason including (without limitation):

- (i) using or relying on any of the information provided in or obtained through our Website;
- (ii) any of the matters referred to in clause 20.

(d) To the maximum extent permitted by law:

- (i) we disclaim all warranties, express or implied, in connection with our Website and your access to and use of our Website.
- (ii) we are not responsible for any loss or damage arising out of this Website or your use of this Website including (without limitation) death, personal injury or any loss or damage as a result of an occurrence listed in clause 20.
- (iii) we exclude every warranty or condition of any kind that might otherwise apply in relation to the Website, its content and its useability.
- (iv) we are not liable, and each of our Affiliates is not liable, for any direct, indirect, incidental, special, punitive or consequential liability, loss, damage or expense you incur or suffer that arises out of your access to, use of (or reliance on) our Website or our services or any of the content of the Website or your inability to use it. This applies even if we have been informed that the liability, loss, damage or expense will or may result.

(e) Our liability to you for loss or damage of any kind arising out of these Terms and Conditions or in connection with the relationship established by it is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether our liability is in contract, tort (including negligence), under any statute or otherwise.

(f) Where any law implies in these Terms and Conditions any term, and that law voids or prohibits provisions which exclude or modify the operation of such term, then the term is taken to be included in these Terms and Conditions. However, our liability for breach of such term will be, if permitted by law, limited to one of the following remedies (at our option):

- (i) in the case of services: the resupply of the services; or the payment of the cost of resupply; and

- (ii) in the case of goods: the replacement of the goods, the supply of equivalent goods, the repair of the goods; the payment of the cost of replacing the goods (or of acquiring equivalent goods), or the payment of the cost of having the goods repaired.

(g) This clause 21 will survive termination or expiration of these Terms and Conditions and cessation of your use of our Website for any reason.

22. TERMINATION

(a) We may immediately suspend, terminate or limit your access to and use of the Website and (where relevant) your account if you breach these Terms and Conditions and:

- (i) the breach cannot be remedied; or
- (ii) you fail to remedy the breach within 10 days of our notice to you of that breach; or
- (iii) if there is an emergency.

(b) We may stop making the Website (or any part of it) available without prior notice. If so, any orders that we have accepted will not be affected by this unless the products that have been ordered are no longer available or we are prevented from supplying the products, in which case, we will notify you and will refund to you all valid payments received by us for those products.

23. CHANGES TO THESE TERMS AND CONDITIONS

(a) For future orders, these Terms and Conditions may be different and so we recommend that you read these Terms and Conditions carefully each time you agree to them during the ordering process.

(b) We will not change any Terms and Conditions for an existing order that has been accepted by us, the Terms and Conditions that will apply to the order are the Terms and Conditions that applied at the time you place your order. Subject to this clause, we reserve the right to vary these Terms and Conditions from time to time.

24. GENERAL

(a) If the whole or any part of a provision of these Terms and Conditions is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of these Terms and Conditions has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of these Terms and Conditions or is contrary to public policy.

(b) These Terms and Conditions are governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.

(c) You agree that the Website:

- (i) will be deemed to be solely based in Australia; and
- (ii) is a passive site that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Australia.

(d) The fact that we fail to do, or delay in doing, something we are entitled to do under these Terms and Conditions, does not amount to a waiver of any obligation of, or breach of obligation by you. A waiver by us is only effective if it is expressly given in writing.

(e) A written waiver by us is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of:

- (i) any other obligation or breach.
- (ii) that obligation.
- (iii) a similar obligation or breach on any other occasion.

(f) You may not transfer or assign these Terms and Conditions or any rights or licences granted under these Terms and Conditions.

(g) We may transfer or assign these Terms and Conditions and your account without restriction or notification.

25. DEFINITIONS

(a) **Additional Terms and Conditions** means any terms and conditions required to be consented to in order to gain access to parts of our Website or to participate in activities on our Website including (without limitation) competitions, promotions etc.

(b) **Affiliates** means our officers, employees and other personnel, agents, contractors, partners, principals, licensors, service providers and members.

(c) **Commercial Use** includes (without limitation):

- (i) sale of access to our Website or our services by way of another website.
- (ii) using our Website for the purposes of selling goods or services or for advertising goods or services or for obtaining subscription revenue other than as expressly permitted by our Website.
- (iii) any use of our Website or our services for the purpose of competing with or displacing our Website or services.
- (iv) soliciting any users of our Website for any commercial purpose other than as intended.

(d) **Intellectual Property Rights** means copyright, trade marks (whether registered or not), patents, patent applications, eligible circuit layouts, moral rights, service marks, trade names, registered designs, unregistered design rights, know how, trade secrets, domain names, internet addresses, rights in confidential information and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.

(e) **Prohibited Content** includes content that:

- (i) is abusive, threatening, obscene, vulgar, offensive, defamatory, hateful, discriminatory, unlawful, pornographic, racist, sexually-oriented or otherwise considered by us as inappropriate;
- (ii) contravenes any applicable laws (including without limitation laws concerning Intellectual Property Rights); or
- (iii) infringes the rights of a third party (including without limitation laws concerning Intellectual Property Rights, privacy or personal or proprietary rights).

(f) **Returns Policy** means the returns policy governing the refunds offered in respect of products ordered on the Website as outlined in clause 14.

(g) **Terms and Conditions** means these terms and conditions.