

Terms and Conditions

Website owner, the offering and binding of terms

This website is owned and operated by Brunswick Junior Football Club. The terms and conditions under which you may use our website and services are outlined here. This website offers visitors a way to contact us and learn more about our club, playing for a team, volunteering for the club and sponsoring the Brunswick Dragons Junior Football Club. By accessing or using our website, you agree to be bound by these terms and conditions.

Any visitor can use our website. However, to create a member account, you must be 18 years of age and possess the legal authority, right and freedom to enter into these terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

Key commercial terms offered to customers

When buying an item, you agree that (i) you are responsible for reading the full item listing before committing to buy it and (ii) you are entering into a legally binding contract to purchase an item when you commit to buying an item and you complete the check-out payment process.

The prices we charge for our products are listed on the website. We reserve the right to change our prices for products displayed at any time and to correct pricing errors that may inadvertently occur. Additional pricing information is available on the payments page.

Return and refund policy

For any undamaged product, simply return it with its included accessories and packaging along with the original receipt within 14 days of the date you receive the product, and we will exchange it or offer a refund based on the original payment method. In addition, please note the following: (i) products can be returned only in the country in which they were originally purchased and (ii) the following products are not eligible for return: membership packages and sale items.

Retention of right to change offering

We may, without prior notice, change the products, stop providing the products or any features of the products we offer or create limits for the products. We may permanently or temporarily terminate or suspend access to the products without notice and liability.

Warranties and responsibility for services and products

When we receive a valid warranty claim for a product purchased from us, we will either repair the relevant defect or replace the product. If we are unable to repair or replace the product within a reasonable time, the customer will be entitled to a full refund upon the prompt return of the product to us. The customer will be responsible for the return shipment of the product to us, and we will notify the customer when the repaired or replaced product is available for collection.

Ownership of intellectual property, copyrights and logos

The products and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all related intellectual property rights, are the exclusive property of Brunswick Junior

Football Club. Except as explicitly provided here, nothing in these terms shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

Right to suspend or cancel user accounts

We may permanently or temporarily terminate or suspend access to user accounts without notice and liability for any reason, including if in our sole determination, you violate any provision of these terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any products at any time.

Indemnification

You agree to indemnify and hold Brunswick Junior Football Club harmless from any demands, loss, liability, claims or expenses (including solicitor fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the products offered on the website.

Limitation of liability

To the maximum extent permitted by applicable law, in no event shall Brunswick Junior Football Club be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the account.

To the maximum extent permitted by applicable law, Brunswick Junior Football Club assumes no liability or responsibility for any (i) errors, mistakes or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our services; and (iii) unauthorised access to or use of our secure servers and/or any and all personal information stored therein.

Right to change and modify terms

We reserve the right to modify these terms at our discretion. Therefore, you should review these pages periodically. When we change the terms in a material manner, we will notify you that material changes have been made to the terms. Your continued use of the website or our service after any such change constitutes your acceptance of the new terms. If you do not agree to any of these terms or any future version of the terms, do not use or access (or continue to access) the website or the service.

Promotional emails and content

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you do not want to receive such promotional materials or notices, please notify us at any time.

Preference of law and dispute resolution

These terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the state of Victoria (Australia) without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and

you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Victoria.

Customer support details and contact info

For customer support services and to correspond with the website operators, please email info@brunswickjfc.org.au

The effective date of these terms is 1 September 2023.