

WEBSITE TERMS AND CONDITIONS

Introduction

This website is operated by World Wildlife Web. (ABN 54 739 215 232).

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to World Wildlife Web's use of cookies in accordance with the terms of World Wildlife Web's privacy policy.

Use of this website

Unless otherwise stated, World Wildlife Web and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website).
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose.
- edit or otherwise modify any material on the website; or
- redistribute material from this website except for content specifically and expressly made available for redistribution.

Where content is specifically made available for redistribution, it may only be redistributed within your organisation.

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without World Wildlife Web's express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without World Wildlife Web's express written consent.

Privacy Policy

World Wildlife Web takes your privacy seriously and any information provided through your use of the Website and/or the Purchase Services are subject to World Wildlife Web's Privacy Policy.

General Disclaimer

You acknowledge that World Wildlife Web does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Products other than provided for pursuant to these Terms.

World Wildlife Web will make every effort to ensure a Product is accurately depicted on the Website, however, you acknowledge that sizes, colours and packaging may differ from what is displayed on the Website.

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.

Subject to this clause, and to the extent permitted by law:

(a) all terms, guarantees, warranties, representations, or conditions which are not expressly stated in these terms are excluded; and

(b) World Wildlife Web will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), 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.

(c) Any personal information gathered by World Wildlife Web about you, either through our website(s), emails or any other point of contact you may have had with us, will only ever be used for the purpose of processing orders or to inform you our latest products, services, special offers and upcoming events. World Wildlife Web will not be held responsible or liable for the loss of privacy, disclosure of information, harm, damage or loss that may result from you choosing to share information with us in any way.

Restricted access

Access to certain areas of this website is restricted. World Wildlife Web reserves the right to restrict access to areas of this website, or indeed this entire website, at World Wildlife Web's discretion.

If World Wildlife Web provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

World Wildlife Web may disable your user ID and password at the sole discretion of World Wildlife Web without notice or explanation.

Registration to Purchase Services

In order to access the Purchase Services, you may register as a user of the Website. As part of the registration process, or as part of your continued use of the Purchase Services, you may be required to provide personal information about yourself (such as identification or contact details).

You warrant that any information you give to World Wildlife Web in the course of completing the registration process will always be accurate, correct and up to date.

Once you have completed the registration process, you will be a registered Customer/Client of the Website (Customer/Client) and agree to be bound by the Terms. As a Customer/Client you will be granted immediate access to the Purchase Services.

Your Obligations as a Customer/Client

As a Customer/Client, you agree to comply with the following:

You will use the Purchase Services only for purposes that are permitted by:

- (a) the Terms;
- (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (c) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Purchase Services;
- (d) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify World Wildlife Web of any unauthorised use of your password or email address or any breach of security of which you have become aware;
- (e) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of World Wildlife Web providing the Purchase Services;
- (f) you will not use the Purchase Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Customers/Clients by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
- (g) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Purchase Services. Appropriate legal action will be taken by World Wildlife Web for any illegal or unauthorised use of the Website; and
- (h) you acknowledge and agree that any automated use of the Website or its Purchase Services is prohibited

Purchase of Products

In using the Purchase Services to purchase the Product through the Website, you will agree to the payment of the purchase price listed on the Website for the Product (the 'Purchase Price').

Payment of the Purchase Price may be made through Paypal or Stripe (the Payment Gateway Provider) or direct at an affiliate link's website.

In using the Purchase Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Providers.

Following payment of the Purchase Price being confirmed by World Wildlife Web, you will be issued with a receipt to confirm that the payment has been received and World Wildlife Web may record your purchase details for future use.

Payments

Payments can be made using Paypal, or any of the credit cards permitted by the payment gateway.

The common reason behind payment problems is the incorrect entry of your credit card number or the expiry date. It is also essential to check the security code (the three digits on the back of the card) to ensure they have been correctly entered. If your card still doesn't work, please contact your card issuer. You are most welcome to call our office and conduct the purchase over the phone.

All prices displayed include GST.

World Wildlife Web Gift Card Policy

1. World Wildlife Web is offers a one-year expiry date on all their gift cards and certificates
2. The expiry date will always be clearly displayed on the gift card or certificate
3. The expiration date is calculated from the issue date of the gift card or certificate
4. The purchase price / redeeming value of our gift cards and certificates do not include:

- admin or processing fees
- overseas transaction fees
- booking fees
- payment surcharge fees
- a fee to have stolen, lost or damaged cards replaced or reissued

Privacy Policy

We take our responsibilities and obligations to protect your personal information. We will never disclose any of your details to any other party other than what is necessary to ensure delivery of your orders.

Our online store utilises the security of WooCommerce, which uses an SSL certificate to create an encrypted connection between your computer and our server.

Furthermore, your credit card transactions are processed by the Paypal payment gateway, a payment facility that complies with the Payment Card Industry Data Security Standard (PCI DSS).

Information collected

We only collect information that you supply in the course of making a purchase. Sales data are relative to the purchases that allow us to identify you in the case of queries or returns accurately. Historical purchase data that will enable us to offer you, from time to time, special deals or products that may be of interest to you and will be retained indefinitely.

Under no circumstances will any of this information be shared or used for any purpose other than that outlined on this page.

If you leave a comment on our site you may opt-in to saving your name, and email address in cookies. When you log in, we will also set up several cookies to save your login information and your screen display choices. Login cookies last for two days, and screen options cookies last for a year. If you select "Customer/Client Me", your login will persist for two weeks. If you log out of your account, the login cookies will be removed.

Product Returns

Incorrect Products: World Wildlife Web will only accept returns for products purchased from the World Wildlife Web online store within 10 days of the product being shipped, and only if the incorrect product was sent. A replacement for the incorrect product will be offered, or a credit note for a product of equal retail value will be issued, but no refunds will be given, so please don't request one as a refusal may offend.

Damaged Products: In the unlikely event that products purchased from the World Wildlife Web online store are damaged before being shipped, or are damaged during transit, a replacement for the damaged product will be sent, (including the cost of shipping) or a credit note for a product of equal retail value will be issued. Please note that a replacement or credit note will only be offered once the damaged goods have been returned to our office (at the customer's expense), and proof of purchase or a sales receipt has been provided. Photographs of damaged products will not be accepted unless accompanied by the damaged products themselves. No refunds will be given for damaged products, so please don't request one as a refusal may offend.

User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to World Wildlife Web a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to World Wildlife Web the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or World Wildlife Web or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

World Wildlife Web reserves the right to edit or remove any material submitted to this website, or stored on World Wildlife Web servers or hosted or published upon this website.

Notwithstanding World Wildlife Web rights under these terms and conditions in relation to user content, World Wildlife Web does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

Limitations of liability

World Wildlife Web will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if World Wildlife Web has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit World Wildlife Web liability in respect of any:

- death or personal injury caused by World Wildlife Web negligence;

- fraud or fraudulent misrepresentation on the part of Animal Dreaming; or
- matter which it would be illegal or unlawful for World Wildlife Web to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a limited liability entity, World Wildlife Web has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against World Wildlife Web officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect World Wildlife Web officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as World Wildlife Web.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You agree to indemnify World Wildlife Web, its affiliates, employees, agents, contributors, third party content providers and licensors against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by World Wildlife Web to a third party in settlement of a claim or dispute on the advice of World Wildlife Web legal advisers) incurred or suffered by World Wildlife Web arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to World Wildlife Web other rights under these terms and conditions, if you breach these terms and conditions in any way, World Wildlife Web may take such action as World Wildlife Web deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

World Wildlife Web may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

World Wildlife Web may transfer, sub-contract or otherwise deal with World Wildlife Web rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions constitute the entire agreement between you and World Wildlife Web in relation to your use of this website and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with Australian Law and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Queensland, Australia.

You can contact World Wildlife Web by email to:
rob@worldwildlifeweb.com

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