

## **TERMS AND CONDITONS:**

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy and website disclaimer, govern www.championsiga.com.au's relationship with you in relation to your use of this website.

By using this website, you signify your acceptance of these terms and conditions of use. For the purpose of these terms and conditions, "Us", "Our" and "We" refer to www.championsiga.com.au and "You" and "Your" refers to you, the client, visitor, website or person using our website.

These terms and conditions also govern membership to the Champion's VIP Club and its associated offers being eClub membership, MMS offers and Christmas Club.

### **AMENDMENT OF TERMS**

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website or membership to the Champion's VIP Club then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and www.championsiga.com.au's rights and obligations to each other.

### **LIMITATION OF LIABILITY**

It is an essential pre-condition to you using our website or are a member of Champion's VIP Club that you agree and accept that www.championsiga.com.au is not legally responsible for any loss or damage you might suffer related to your use of the website, whether from errors or from omissions in our documents or information, any goods or services we may offer from any other use of the website. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable.

It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by the law.

### **COMPETITION AND CONSUMER ACT**

For the purpose of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), www.championsiga.com.au's liability for any breach of a term of this agreement is limited to: the supplying of the goods and services to you again.

You must be over 18 years of age to use this website and to purchase any goods or services.

### **LINKS TO OTHER WEBSITES**

www.championsiga.com.au may from time to time provide on its website, links to other websites and information on those websites for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between www.championsiga.com.au and the owners of those websites. www.championsiga.com.au takes no responsibility for any of the content found on the linked websites.

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### **DISCLAIMER**

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Whilst we, at all times endeavour to have the most accurate, reliable and up-to-date information on our website, we do not warrant or make any representations regarding the use or the result of the use of any document, product, service, link or information in its website or as to their correctness, suitability, accuracy, reliability, or otherwise.

It is your sole responsibility and not the responsibility of [www.championsiga.com.au](http://www.championsiga.com.au) to bear any entire costs of servicing, repairs, or correction. The applicable law in your state of territory may not permit these exclusions of some implied warranties. Some of the above may not apply to you but you must ensure that you are aware of any risk you may be taking by using this website or any products or services that may be offered through it. It is your responsibility to do so.

#### YOUR PRIVACY

At [www.championsiga.com.au](http://www.championsiga.com.au) and Champion's VIP Club, we are committed to protecting your privacy. We use the information we collect about you to maximise the services that we provide to you. [www.championsiga.com.au](http://www.championsiga.com.au) respects the privacy and confidentiality of the information provided by you and adheres to the national privacy principles established pursuant to the Privacy Act 1988 (Commonwealth), Please read our separate Privacy Policy carefully.

You may change your details at any time by advising us in writing via email. All information we receive from our customers, is protected by our secure servers. [www.championsiga.com.au](http://www.championsiga.com.au)'s secure server software encrypts all customer information before it is sent to us. Furthermore, all of the customer data [www.championsiga.com.au](http://www.championsiga.com.au) collects is secure against unauthorised use or access. Credit card information is not stored by us on our servers.

#### THIRD PARTIES

[www.championsiga.com.au](http://www.championsiga.com.au) and Champion's VIP Club does not and will not sell or deal in personal or customer information. We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and to assist it in meeting customer needs generally. In addition, we may use the information that you provide to improve its website and its services but not for any other use.

#### DISCLOSE YOUR INFORMATION

[www.championsiga.com.au](http://www.championsiga.com.au) and Champion's VIP Club may be required, in certain circumstances, to disclose information in good faith and where [www.championsiga.com.au](http://www.championsiga.com.au) and Champion's VIP Club is required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customers agreements; or to protect the rights, property of safety of [www.championsiga.com.au](http://www.championsiga.com.au), its customers of third parties.

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You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

#### WHOLE AGREEMENT

These terms and conditions represent the whole agreement between you and [www.championsiga.com.au](http://www.championsiga.com.au) and Champion's VIP Club concerning your use and access to [www.championsiga.com.au](http://www.championsiga.com.au)'s website and your use and access to the documents and information on it. No other term is to be included in this agreement except where it is required to be included by any legislation of the Commonwealth or any "State or Territory. All implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.

#### EXCLUSION OF UNENFORCEABLE TERMS

Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any State or Territory shall continue to be fully enforceable and part of this agreement in those other State and Territories. The deemed exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

#### JURISDICTION

This agreement and this website are subject to the laws of Victoria and Australia. If there is a dispute between you and [www.championsiga.com.au](http://www.championsiga.com.au) that results in litigation then you must submit to the jurisdiction of the courts of Victoria.