# **TERMS AND CONDITIONS**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING OR USING THE THIRSTY CAMEL WEBSITE.

#### **CURRENT PROMOTIONS**

N/A

## 1. Your agreement to these Terms and Conditions

The website located at <a href="www.thirstycamel.com.au">www.thirstycamel.com.au</a> (Site) is operated by trade mark (Thirsty Camel, us, we, our) for the benefit of independent stores operating under the 'Thirsty Camel' brand (Merchants).

By accessing and using the Site, you agree to be bound by these Terms and Conditions (including our Privacy Policy).

The service available through the Site (**Service**) includes:

- o participating Merchants may list products for sale on the Site (Products); and
- you may place orders and purchase Products from Merchants and arrange for those products to be delivered by the Merchants to you (where available) or for you to collect those products.

You can only order products for collection or delivery where available in Australia (other than South Australia and Western Australia) from the Site.

You cannot order Products for collection or delivery into South Australia from the Site. See thirstycamelsa.com.au if you wish to order Products in South Australia.

You cannot order Products for collection or delivery into Western Australia from the Site. See wa.thirstycamel.com.au if you wish to order Products in Western Australia.

If you do not agree to these Terms and Conditions, you may not access the Site or use the Service.

## 2. Alcohol Products

2.1. All transactions made under the Service are subject to the liquor licensing legislation and regulations applicable in the jurisdiction in which your selected Merchant operates, and obligations to comply with responsible service of alcohol apply. Each Merchant holds its own liquor licence and any Products offered or

supplied through the Site or the Service by that Merchant are offered or supplied under that Merchant's liquor licence.

#### 2.2. You:

- 2.2.1. acknowledge that it is against the law to sell or supply alcohol products to, or obtain alcohol products on behalf of, a person under the age of 18 years;
- 2.2.2. acknowledge that it is against the law to sell or supply alcohol products to an individual who is or appears to be intoxicated; and
- 2.2.3. warrant that you are over 18 years of age and are not obtaining alcohol (including liquor products) on behalf of a person under the age of 18 years.

## 3. Scope of the Service

- 3.1 You must not access or use the Site or Service for any purpose other than for your personal, non-commercial use.
- 3.2 You acknowledge and agree that:
- 3.2.1 Thirsty Camel provides the Site to assist you to enter into contracts with and make payments to the Merchants selling Products that you have selected through the Service (we will receive any payment from you and pass it on to the relevant Merchant);
- 3.2.2 Thirsty Camel is not party to, and has no obligations under, any contract between you and the applicable Merchant, and you release Thirsty Camel from any claim arising out of or in connection with any contract between you and the applicable Merchant (except to the extent the claim arises due to a breach of these Terms by us or negligence by us); and
- 3.2.3 the applicable Merchant with which you transact will be selected by the Site based on the location or local store you enter or select on the Service.

## 4. Products and pricing

- 4.1 Products shown on the Site may not show prices, and prices may vary depending on the applicable Merchant.
- 4.2 We reserve the right to limit the quantities and types of any Products that Merchants offer on the Service.
- 4.3 Merchants may have limited quantities of Products and a Product that you wish to order may be out of stock or temporarily unavailable.

- 4.4 All descriptions of Products and Product pricing are subject to change at any time without prior notice.
- 4.5 A Merchant may limit or refuse the sale of Products to any person or delivery address. They may exercise this right on a case-by-case basis.
- 4.6 We reserve the right to discontinue the display of any Product on the Site at any time.

## 5. Placing an Order

- 5.1. You may order Products by selecting and submitting your order through the Service (**Order**). You must have an email address, delivery address, date of birth, and a valid debit or credit card issued by a bank acceptable to us or to our payment processor. We may ask you to provide additional details or require you to confirm your details to enable us to process any Order placed through the Service.
- 5.2. Any Order placed through the Service for a Product is an offer by you to purchase the particular Product from the applicable Merchant for the price notified (including any charges and taxes) at the time you place the Order subject to these Terms and Conditions. By accepting your Order (which occurs when you are notified by the Site that your Order has been accepted), the Merchant agrees to supply the Product to you for the price notified subject to these Terms and Conditions.
- 5.3 You warrant that all information provided by you to us, including but not limited to when you place an Order, are current, complete and accurate details.
- 5.4 By placing an Order through the Service, you agree that:
- 5.4.1 all Orders are subject to availability of the relevant Product; and
- 5.4.2 Orders can only be placed with participating Merchants. You must input your delivery address on the Site to determine whether your local Merchant is accepting Orders.
- 5.5 You warrant that you are purchasing the Products for personal, non-commercial use and are not purchasing any Products for any trade purposes or for re-sale to any third party.
- 5.6 You authorise us or your selected Merchant to debit the amount that is payable for an accepted Order from your nominated payment method to pay for your Order.
- 5.7 We will email you an order confirmation after you have placed your Order which specifies the total fees and charges for the Products in the Order.

#### 6. Order management

- 6.1. Each Merchant reserves the right to either accept or reject your Order for any reason, or to cancel your order if you have breached these Terms and Conditions or if otherwise reasonably necessary (for example, if an ordered Product becomes unavailable or your delivery address cannot be located).
- 6.2. Each Order placed for any Products through the Service results in a separate binding contract between you and the Merchant you select via the Service for the supply of those Products. The contract for each Order is formed when you are notified by the Site that your Order has been accepted
- 6.3 Products purchased through the Service may be picked up (**Click & Collect**) from the selected Merchant, or where available, delivered by the Merchant to your nominated delivery address (**Thirsty @ Home ASAP**). For Orders where Click & Collect or Thirsty @ Home are not available, you will need to contact the selected Merchant directly to arrange to obtain the Products.
- 6.4 We or a Merchant may contact you, or cancel all or any part of any Order (including any Order that has been accepted), or refuse to accept all or any part of any Order, at any time without any liability to you if:
- 6.4.1 any Products in that Order are not available;
- 6.4.2 your payment cannot be successfully processed;
- 6.4.3 there is an error in the price or the Product description posted on the Site in relation to any relevant Product in that Order;
- 6.4.4 we or a Merchant reasonably suspect fraudulent or unlawful activity;
- 6.4.5 the Order could not be delivered; or
- 6.4.6 the Order was not collected by close of business on your nominated collection day.
- 6.5 If a Product in your Order is out of stock or temporarily unavailable, the relevant Merchant will endeavour to contact you to offer you the following options:
- 6.5.1 deliver any available Products to you and deliver the unavailable Product when it comes back into stock:
- 6.5.2 supply an agreed substitute Product of equal value; or

- 6.5.3 refund you the cost of the unavailable Product (only the Merchant, and not Thirsty Camel, will have any obligation to pay you a refund in any circumstances).
- 6.6 If there is any Product missing from your collection or delivery, then you should check your receipt and contact the selected Merchant directly.
- 6.7 If an Order or any part of an Order is cancelled, you will be notified, and funds refunded within 5 business days of cancellation, however the delivery fee and a \$12.00 restocking fee will be deducted and not refunded to you where the Order was cancelled due to your default, for example if the Order could not be delivered because:
- 6.7.1 you did not provide access to your nominated delivery address;
- 6.7.2 the person named on the Order was not present to accept the delivery;
- 6.7.3 that person did not provide government issued photo ID and proof of age to the delivery driver upon request; or
- 6.7.4 that person appeared to be intoxicated or was abusive.

#### 7. Click & Collect Orders

- 7.1. Click & Collect Orders are available from the participating Merchants as shown on the Site. During the Ordering process, you need to select the Merchant from which you will collect the ordered Products. You will need to select a collection time and date when you place your Order.
- 7.2. You agree to comply with the collection requirements specified in this clause and such other requirements as notified by us or a Merchant when you place your Click & Collect Order or within a reasonable period after you submit your Order:
- 7.2.1. you must collect your ordered Products from the Merchant selected by you when you placed your Order;
- 7.2.2. you must provide your government issued photo ID, Order confirmation, the credit card used on the Order and a signature to the Merchant when you collect your Order; and
- 7.2.3. your government issued photo ID will be recorded at the time of collection of your Order.
- 7.3. If you will not be the person collecting your Order then your representative (nominated when placing the Order) must provide us with proof of their identity (including government issued photo ID) and, where relevant, age.

- 7.4. If you or your representative does not supply the appropriate identification, we will not allow collection of the Products you have ordered.
- 7.5. You agree to ensure that the person collecting any liquor or other relevant restricted products is over the age of 18 years or such other minimum age as prescribed by law. Merchants will not allow collection of liquor Products by a person who is intoxicated, abusive or below the age of 18 years.
- 7.5. Risk in any Products the subject of a Click & Collect Order passes to you upon you or your representative collecting the Products from the relevant Merchant. Title in any Products the subject of a Click & Collect Order passes to you upon payment in full of the price and all other charges associated with the Products.

## 8. Thirsty @ Home ASAP Orders

- 8.1 Thirsty @ Home ASAP is limited to certain geographic areas, and is currently available for Orders for delivery to addresses in Victoria only. For further details regarding this delivery service, including timeframes, operating hours and areas, please enter the delivery address on the Service to check availability.
- 8.2 Thirsty @ Home ASAP delivery times can vary depending on peak times, traffic and availability of delivery drivers.
- 8.3 You agree to comply with the delivery requirements specified below and such other delivery requirements as made known by us or a Merchant to you when you place your Thirsty @ Home ASAP Order or within a reasonable period after you submit your Order:
- 8.3.1 Products will only be provided to the person named on the Order;
- 8.3.2 that person must be over the age of 18 years and provide government issued photo ID and proof of age to the delivery driver upon request; and
- 8.3.3 that person must not appear to be intoxicated and must not be abusive,
- 8.4 A Merchant will not deliver Product to a person who is intoxicated, abusive or below the age of 18 years.
- 8.5 Last orders for Thirsty @ Home ASAP delivery are accepted 30 minutes before the relevant Merchant's closing time.
- 8.6 You acknowledge that a Merchant or its delivery person may collect and record the details of any identification provided in relation to delivery of Products.

8.7. Risk in any Products the subject of a Thirsty @ Home ASAP Order passes to you upon delivery of the Products in accordance with these Terms and Conditions. Title in any Products the subject of a Thirsty @ Home ASAP Order passes to you upon payment in full of the price and all other charges associated with the Products.

#### 9. Order restrictions

- 9.1 Unless otherwise indicated on the Site, and subject to our obligations under all relevant laws:
- 9.1.1 There is no minimum purchase amount required for a Click & Collect Order.
- 9.1.2 The minimum purchase amount for a Thirsty @ Home ASAP Order is \$25 (excluding delivery fee).
- 9.1.3 There is no maximum purchase limit, however there may be purchase limits on promotional items.
- 9.1.4 Large Orders may incur additional delivery charges which will be specified at the time you place your Order.
- 9.2 We (and the Merchants) reserve the right, but are not obliged, to:
- 9.2.1 refuse any Order you place through the Service, including any order that, in our judgment (or the judgment of a Merchant) appears to be placed by a dealer, re-seller or distributor;
- 9.2.2 limit the Orders in relation to any person or delivery address; or
- 9.2.3 limit the quantities of Products that may be purchased per person, per household or per Order,

and we (and the Merchants) may exercise these rights on a case by case basis. Any Order restrictions may for example be applied to Orders placed by or under the same customer account or the same credit card, or Orders that use the same billing or shipping address.

9.3 If you wish to place a bulk or party Order, or an order for Products not available on our Site, please contact your selected Merchant directly.

## 10. **Privacy**

10.1. We collect your personal information for the purpose of allowing you to use the Site and the Service. Any personal information that you give us will be held and may be used or disclosed by us in accordance with our privacy policy [insert link to

privacy policy]. Our privacy policy contains information about how you can seek to access or correct the personal information we hold about you, how you can complain about a privacy breach and how we will deal with such a complaint.

- 10.2 Your personal information (not including credit card information) may be transferred unencrypted and involve transmissions over various networks.
- 10.3 We and the Merchants may disclose your personal information to relevant Merchants and to service providers (such as delivery persons, ) as necessary for the purpose of providing the Service and providing you Products that you have ordered or as otherwise required or permitted by law. We may disclose your personal information to overseas recipients, such as our service providers located overseas. In particular, we may disclose your personal information to Oracle in the USA in relation to its Bronto Marketing Platform, which we use for our direct marketing communications.
- 10.4 You acknowledge and agree that Thirsty Camel will cooperate with any law enforcement authorities for the purpose of enforcement related activities (such as the prevention, detection, investigation and prosecution or punishment of criminal offences) or court order requesting or directing us to disclose your personal information.
- 10.5 Merchants may have their own privacy policies please contact them for details.

## 11. Fees and charges

- 11.1. A Merchant will charge you, and you agree to pay, the following fees and charges in relation to an Order that the Merchant accepts (as applicable):
- 11.1.1. the purchase price of each Product ordered;
- 11.1.2. the delivery fee notified to you at the time you place a Thirsty @ Home ASAP Order:
- 11.1.3 any other fees and charges set out in these Terms and Conditions or as notified to you at the time you place your Order.
- 11.2 All fees and charges identified in these Terms and Conditions and all prices for the Products include GST where applicable.
- 11.3 The purchase price of each Product is shown on the Product list on the Site at the time you place your Order. Discounts offered via the Service for Products (via coupon codes or otherwise) will only be applicable to Products ordered via the Service (unless otherwise specifically advertised by your selected Merchant when placing your Order).

## 11.4 You acknowledge that:

- 11.4.1 pricing displayed on the Site may differ depending on the Merchant you have selected (for example, the price for a Product from one Merchant may differ from the price for that same Product for another Merchant); and
- 11.4.2 no Merchant is required or obliged to match any prices for any Products, including matching any price for a Product that is available through the Site or through a particular Merchant.

#### 12. Returns

- 12.1 Merchants must ensure that all Products provided meet the consumer guarantees as set out in the *Australian Consumer Law* under Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**Australian Consumer Law**).
- 12.2 You agree that you cannot change or cancel an Order once payment has been confirmed.
- 12.3. If you are unsatisfied with the Products provided, if the Products provided are not as advertised and/or a major problem is identified with any Product, please contact the relevant Merchant to find out more about whether you can obtain a refund or replacement.
- 12.4 If the Merchant confirms that a Product provided is not as advertised and/or a major problem has been identified with the Product, you may return the Product to the Merchant in order to obtain (at your choice) a refund or replacement. You acknowledge and agree that delivery fees are non-refundable, except where wrong Products or
- 12.5 If you have issues with the use or operation of the Site or the Service, please contact Thirsty Camel.

#### 13. Reviews

- 13.1 We may have a review/feedback function on the Site which you and other users of the Site may use to post, transmit, display, publish, distribute, or submit public user generated posts about the Products, the Merchants or us (**Reviews**). We may, but have no obligation to, monitor, edit or remove Reviews that we determine in our sole discretion are unlawful, offensive, threatening, misleading, defamatory, obscene or otherwise objectionable or violate any party's intellectual property or these Terms and Conditions.
- 13.2 You must not create any Review that contains vulgarity or offensive language or contains any defamatory statement, is likely to mislead or may reflect unfairly on us

or any other person, business or entity or violates any right of any third party, including copyright, trade mark, privacy or other personal or proprietary rights.

13.3 You are solely responsible for any Reviews you post and their accuracy. So far as permissible by law, we take no responsibility and assume no liability for any Reviews posted by you or any third party.

#### 14. Your obligations

### 14.1 You will:

- 14.1.1 if you have registered for an account, keep your account name and password in a safe and secure manner;
- 14.1.2 not allow any other person to use your account;
- 14.1.3 notify us through info@thirstycamel.com.au if you are or become aware that there is or has been an unauthorised use of your account, or any other security breach relating to your account;
- 14.1.4 promptly advise us of any changes to your information provided to us as part of the account registration process;
- 14.1.5 be responsible for any costs associated with your access to or use of the Site or the Service, including internet access fees;
- 14.1.6 be responsible for any unauthorised use of your account (unless the use occurs due to our negligence or our breach of these Terms and Conditions); and
- 14.1.7 check the labels on the Products before consumption or use.
- 14.2 In using the Site and the Service, you must not, must not attempt to, and must not permit any person to:
- 14.2.1 use the Site or the Service for any unlawful purpose;
- 14.2.2 violate any Commonwealth, state, territory or local regulations, rules, laws or ordinances;
- 14.2.3 harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin or disability;
- 14.2.4 submit false or misleading information;

- 14.2.5 derive or attempt to derive the source code or structure of all or any portion of the Site or the Service by reverse engineering, disassembly, de-compilation or any other means;
- 14.2.6 interfere or tamper with any security-related or other features of the Site or the Service;
- 14.2.7 reproduce, republish, adapt, alter, transmit, translate, distribute, "frame", "mirror" or otherwise incorporate any part of the Site or the Service or any content on the Site or the Service, into any other website or thing without our prior written consent:
- 14.2.8 remove or tamper with any copyright, trade mark or other proprietary notice of ours or any other entity on or relating to the Site or the Service;
- 14.2.9 do anything that imposes an unreasonable or disproportionately large load on the Site or the Service or any network or website connected to the Site or the Service;
- 14.2.10 post to the Site or the Service or transmit or distribute any code, files or programs designed to interrupt, limit or destroy the functionality of any computer software or hardware or any virus, Trojan, worm or logic bomb;
- 14.2.11 post or send any unsolicited advertising or promotional material through the Site or the Service;
- 14.2.12 collect or track the personal information of others;
- 14.2.13 spam, phish, pharm, pretext, spider, crawl, or scrape;
- 14.2.14 interfere with or circumvent the security features of the Site or the Service or any related website, other websites, or the internet; or
- 14.2.15 commit or encourage a criminal offence.
- 14.3 We may terminate your use of the Site or the Service for committing a breach of these Terms and Conditions.

## 15. Warranty Disclaimers

- 15.1 We do not represent or warrant that:
- 15.1.1 your use of the Site or the Service will be uninterrupted, timely, secure or error-free (although we will take reasonable steps to protect the security of the Site and the Service); or

- 15.1.2 any content or information accessible via the Site or Service is accurate, complete, reliable, current or error-free including the Product information, prices, delivery fees, delivery hours, or Product availability (although the Merchants will take reasonable steps to provide only accurate information through the Site and the Service). Such information is subject to change from time to time without prior notice;
- 15.1.3 any information (or messages) transmitted via the Service or the Site will be transmitted accurately, reliably, in a timely manner or at all;
- 15.1.4 the quality of any Products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Site or the Service will be corrected; or
- 15.1.5 the Service or the Site is free from viruses or anything else which may have a harmful effect on any technology.
- 15.2 We will use reasonable endeavours to correct any errors or omissions on the Site as soon as practicable after being notified of same.
- 15.3 You acknowledge and agree that the Products displayed on the Site are offered and supplied by the Merchants, and we do not monitor or control those Products. So far as permissible by law, Thirsty Camel has no liability whatsoever arising from or relating to the Products.
- 15.4 Any purchase of Products displayed through the Site and facilitated through the Service is entirely at your own discretion and you should ensure that you are familiar with and approve of any additional terms under which those Products are provided by the relevant Merchants, as may be notified to you by the Merchants.

## 16. Suspension and Termination

- 16.1 We may suspend or terminate your use of the Site or Service (in whole or in part) at any time if you breach these Terms and Conditions or if there are other reasonable commercial or legal grounds to do so.
- 16.2 Our right to suspend or terminate your use of the Site or Service does not prejudice any other right or remedy we may have against you.

## 17. Limitation of Liability

17.1 Nothing in these Terms and Conditions limits your rights under any statutory consumer guarantee to the extent that it cannot be excluded or limited.

- 17.2 To the extent permitted by statute the liability, if any, of Thirsty Camel or a Merchant arising from any failure to comply with a statutory guarantee under the Australian Consumer Law, in relation to the supply of goods or services other than goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption, is at our or the Merchant's (as applicable) option limited to:
- 17.2.1 in the case of goods:
- (a) the replacement of the goods or the supply of equivalent goods; or
- (b) the payment of the cost of replacing the goods or of acquiring equivalent goods; and
- 17.2.2 in the case of services:
- (a) the supplying of the services again; or
- (b) the payment of the cost of having the services supplied again.
- 17.3 We and the Merchants exclude from our respective relationships with you, in so far as it is legally permissible:
- 17.3.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
- 17.3.2 any liability for indirect or consequential loss or damages arising from the supply, delivery, use or consumption of any Product or access to or use of the Service or Site or otherwise, including without limitation any liability for loss of income or revenue, loss or interruption of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill or wasted management or office time, however arising and whether caused by tort (including negligence), breach of contract or otherwise.
- 17.4 This limitation of liability extends to all claims regardless of whether such liability is reasonably foreseeable.
- 17.5 Our and the Merchants' liability to you for loss or damage of any kind arising out of or in connection with the Site and the Service is capped at the price of the Products you have paid (and any other fees you have paid) through the Service within the 12 months immediately prior to the loss or damage arising, and will be reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether our or the Merchants' liability is in contract, tort (including negligence), under any statute (to the extent permissible under that statute) or otherwise.

#### 18. Links to and from other websites

Where the Site contains advertisements or links to third party sites or resources provided by third parties (together **Other Sites**), those Other Sites are linked to provide information only and are solely for your convenience. We and the Merchants have no control over and do not accept responsibility for Other Sites or for the content, products or services of Other Sites (including, without limitation, social networking sites) and we and the Merchants accept no responsibility for any loss or damage that may arise from your use of them. If you decide to access any of the Other Sites linked to the Site, you do so entirely at your own risk. Complaints, claims, concerns or questions regarding third-party products or services should be directed to the third party operating the relevant Other Site.

## 19. Intellectual Property Rights

- 19.1 The names, images and logos identifying Thirsty Camel, United Innkeeper Association Limited, Liquor Alliance Pty Ltd, or a third party supplier and their products and services, are proprietary marks and you must not use them unless with prior written consent or to refer to the relevant goods or services in a purely factual way.
- 19.2 We own or are licensed all right, title and interest in the Site and the Service, including all content, text, images, trade marks and logos used on or in relation to the Site (**Our Intellectual Property Rights**). You acknowledge that no title or interest to Our Intellectual Property Rights is transferred to you and you agree to make no claim of interest in any of Our Intellectual Property Rights. We grant you a limited, personal, revocable, non-exclusive, non-transferable and non-sublicensable licence to use Our Intellectual Property Rights within Australia for the sole purpose of accessing the Site and the Service in accordance with these Terms and Conditions.
- 19.3 A Review by you will be considered (and we may treat it as) non-confidential (subject to our obligations under privacy legislation). You grant us a royalty-free, perpetual, irrevocable, world-wide, non-exclusive licence to use, copy, modify, adapt, translate, publish and distribute any Review (and to allow any other person to do so).

## 20. Compliance with laws

- 20.1 You and the Merchants must comply with all applicable laws.
- 20.2 Each Merchant must comply with the terms of any liquor licence the Merchant holds.

#### 21. General

- 21.1 All prices stated on or in relation to the Site or the Service are in Australian Dollars.
- 21.2 Except as expressly stated in this Agreement, all warranties, conditions and other terms, whether express or implied, by statute, common law or otherwise are excluded to the fullest extent permitted by law.
- 21.3 These Terms and Conditions and our Privacy Policy contain all the terms agreed between us and you regarding their subject matter, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior version of these Terms and Conditions).
- 21.4 Any ambiguities in the interpretation of these Terms and Conditions will not be construed against the drafting party.
- 21.5 If any provision of these Terms and Conditions is held to be unlawful, invalid or unenforceable, that provision will be deemed severed and where capable the validity and enforceability of the remaining provisions of these Terms and Conditions will not be affected.
- 21.6 These Terms and Conditions (and all non-contractual relationships between you and us) will be governed by and construed in accordance with the law of Victoria, Australia and the parties hereby submit to the exclusive jurisdiction of the courts of Victoria, Australia.

## 22. Changes to the Site, the Service and these Terms and Conditions

- 22.1 We may modify or discontinue the Site or the Service (or any part or content thereof) without notice at any time. However, we will not do so in a way that would adversely affect any current Order already placed via the Service that is consistent with these Terms and Conditions.
- 22.2 We may change these Terms and Conditions at any time by publishing a new version of these Terms and Conditions on the Site, however we will not do so in a way that would adversely affect any current order already placed via the Service. Such modifications will be effective as soon as they are published. We recommend that you read these Terms and Conditions carefully each time you agree to them during the ordering process. If following any changes you continue to use the Site or Service, then you will be deemed to have accepted the changes.
- 22.3 If you have an 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 placed your Order.

#### 23. Promotional Offers

- 23.1 From time to time, you may have access to promotional discounts or benefits associated with the Site or the Service (**Promotional Offers**).
- 23.2 These Promotional Offers are subject to terms separate from these Terms and Conditions.
- 23.4 Promotional Offers may take the form of Hump Club My Offers (**My Offers**) if you are a Hump Club member. Types of My Offers include cashback, birthday, Thirsty @ Home or in store product My Offers.
- 23.5 My Offers may be subject to minimum spend criteria.
- 23.6 Cashback, birthday and Thirsty @ Home My Offers may be redeemed for Thirsty @ Home ASAP Orders (subject to the terms of each My Offer). In-store Product My Offers are not redeemable for Thirsty @ Home ASAP Orders.
- 23.7 Cashback, birthday and in-store Product My Offers may be redeemed for Click & Collect Orders. Thirsty @ Home ASAP My Offers are not redeemable for Click & Collect Orders.

All Trade Marks are owned by a parent company:

# **LA United Pty Limited**

ACN: 125414959

We have a complex model with multiple owners so the parent company holds all the IP and Trade Marks.