

Website Terms of Use

Welcome to the website of Campion Education (Aust) Pty Ltd trading as "Campion Education" (ABN: 33 074 318 602) ("we", "us" or "Campion").

This website is located at <https://campion.com.au> and includes all of the files located in that domain ("this site").

1. AGREEMENT TO WEBSITE TERMS OF USE

1.1 Access

By accessing this site, you agree to be bound by these terms of use ("Website Terms of Use"). These Website Terms of Use constitute a binding agreement between you and Campion and govern your use of this site and the products and services available through this site.

1.2 Privacy Policy and Return and Exchanges Policy

As part of these Website Terms of Use, your use of this site is also subject to our Privacy Policy (located at <https://campion.com.au/privacy-policy/>) and our Return and Exchanges Policy (located at <https://campion.com.au/returns-exchanges/>) which are incorporated by reference into these Website Terms of Use.

1.3 Legal capacity to transact

If you are under 18 years of age, you cannot place orders through this site. By using this site you represent and warrant to Campion that you are over the age of 18 years. Should Campion suffer any damage or other losses as a result of a transaction entered into by a minor, we reserve the right to seek compensation for such losses from his/her parents or guardians.

2. RESTRICTIONS ON USE

2.1 Prohibited conduct

Your use of this site is subject to the rules set out in Schedule 1 below.

2.2 Violations of these Website Terms of Use

Without limiting any other remedies available to Campion at law or in equity, Campion reserves the right to, without notice:

- temporarily or indefinitely suspend, or terminate, your access to this site or refuse to provide products or services to you if:
 - you breach any provision of these Website Terms of Use including the rules set out in Schedule 1;
 - Campion is unable to verify or authenticate any information that you provide to us; or
 - Campion believes that your actions may cause damage and/or legal liability to Campion, any of its customers or suppliers or any other person; and

- remove or block access to any information and/or materials (in whole or in part) that Campion, at its discretion, regards in any way to be objectionable or in violation of any applicable law, any person's intellectual property rights or these Website Terms of Use.

2.3 Accuracy Warranty

You warrant that all information you provide to Campion under or in relation to these Website Terms of Use including during sign-up on this site or when placing an order is accurate and complete. In particular, by signing-up to this site, you warrant that you are interested in purchasing school supplies for a particular student/s, and that details you supply about yourself, the student/s and the school they attend are correct.

2.4 Use Warranty

You warrant that you will only use the site for your personal purposes (which includes accessing on behalf of a student where you are a parent, guardian or carer) and will not access, share or use any material or information from the site for any commercial purpose.

2.5 Indemnity

You indemnify, defend and hold harmless Campion and its officers, employees, agents, consultants, licensors, partners and affiliates from and against any claims, losses, liabilities, costs, expenses or damages (including actual losses or damages, including all legal fees on a solicitor-client basis) suffered or incurred by any of them due to, arising out of, or in any way related to (directly or indirectly):

- your use of, or connection to, this site; or
- your negligence or misconduct, breach of these Website Terms of Use or violation of any law or the rights of any person

("Claims").

You are not liable to the extent any Claims are caused or contributed to by Campion's wrongful act or negligent or wilful breach of these Website Terms of Use.

3. ORDERS

3.1 Order constitutes offer

By placing an order through this site, you make an offer to us to purchase the products/services that you have selected pursuant to these Website Terms of Use. Information contained in this site constitutes an invitation to treat only. No information in this site constitutes an offer by us to supply any products/services to you – however, Campion will endeavour to supply your selected products/services to you.

We will not commence processing any order made through this site unless and until:

- payment for the order has been received by us in full; and
- the order has passed our internal validation procedures, which are undertaken in order to verify the bona fides of each order for the purpose of preventing credit card and other fraud.

We reserve the right at our discretion to:

- at any time prior to your order being accepted in accordance with these Website Terms of Use, cancel all or part of your order; and
- at any time:
 - refuse to provide products or services to you;
 - terminate your access to this site; and/or
 - remove or edit any content on this site.

3.2 Acceptance of orders

Acceptance of each order will take place if and when:

- in the case of physical items, Campion sends the requested items to you, at the time at which the items are despatched by Campion, and title to, and risk in, the items will pass from Campion to you at that time. After the items have been sent, we will send you an email confirming that shipment has taken place;
- in the case of digital items, where Campion:
 - sends the requested items to you, at the time at which the items are sent by Campion; or
 - notifies you in writing that the requested items are available for download by you or become accessible to you, at the time at which such notification is sent by Campion, and title to, and risk in, the items will pass from Campion to you at that time; or
- in the case of services, where Campion:
 - provides the services to you, at the time at which Campion commences providing the services; or
 - notifies you in writing that your order has been accepted, at the time at which such notification is sent by Campion.

4. Vouchers

Any voucher issued by Campion remains valid for use for up to three (3) years from the date of issue. Any remaining balance or outstanding amount on a voucher at the time of the voucher's expiry will no longer be available for use. The expiry date is printed on the front of each voucher.

Vouchers may be used to purchase items through Campion's online ordering system or in any Campion Education Retail Service Centre nationally and are not restricted to any number of transactions.

Vouchers cannot be topped up or reloaded and cannot be redeemed or exchanged for cash. Remaining balances may only be used in whole or in part for future purchases.

Goods that are purchased in whole or in part using a voucher may be exchanged or returned subject to Campion's [Return and Exchange Policy](#). Lost or stolen vouchers will not be replaced or refunded.

5. PRICES

5.1 Price changes

Campion reserves the right to change the prices for products/services displayed in this site at any time before you place an order.

5.2 Shipping costs

Shipping costs will depend upon the location for delivery and the items purchased and are shown separately during checkout.

5.3 GST

All prices listed on this website are in Australian Dollars (AUD) and are inclusive of Goods and Services Tax (GST). Any fees or charges, including shipping costs, also include GST where applicable.

International orders are exempt from GST but may be subject to taxes and duties in the country to which products are being sent. Payment of any such taxes or duties is your responsibility.

"GST" has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

6. PAYMENT

6.1 Payment Methods

Payment for orders placed through this site may be made by Mastercard or Visa credit cards, or Campion vouchers, all of which are processed using secure payment technology.

6.2 Credit and debit card payments

Please note that we may be unable to accept credit cards issued by banks outside of Australia in some cases. Additional transaction fees may apply if paying by credit card, in which case the additional charges will be specified at checkout.

6.3 Security

While our website hosting providers employ secure technology for transactions with our customers, we will not be responsible for any damages, including consequential losses (whether direct or indirect), that may be suffered by a customer whose credit or debit card or bank account information is used in a fraudulent or unauthorised manner by any person other than Campion.

6.4 Payment Verification

Campion may request further information from you, such as a copy of your credit card and/or other identification documentation, as part of our internal validation procedures. These procedures help protect bank and credit card account holders from online fraud. Until your order has passed our internal fraud prevention checks, your order will remain on pending status. If further information is requested and you do not provide the requested information within such time as Campion considers appropriate at its discretion, your order will be cancelled and, if your payment has been received, it will be refunded back to you.

7. INTELLECTUAL PROPERTY

7.1 Copyright

In these Website Terms of Use, the term **"Proprietary Content"** means:

- this site;
- all of its content (including all of the text, graphics, logos, trade marks, images, designs, software, data, sound and video files and other information contained in this site, and the selection and arrangement thereof) including school booklists; and

all software, systems and other information owned or used by Campion in connection with the products and services offered through this site (whether hosted on the same server as this site or otherwise). All Proprietary Content is the property of Campion or its licensors (as applicable) and is protected by Australian and international copyright laws. You must not reproduce, transmit, republish or prepare derivative works from any of the Proprietary Content, except as expressly authorised by these Website Terms of Use or with the prior written consent of Campion or other copyright owner (as applicable).

You may download and print out content from this site only for your own personal and non-commercial use and provided that you do not remove or modify any copyright, trade mark or other proprietary notices.

7.2 Trade marks

Campion's logo and associated logos, marks, symbols and designs are trade marks of Campion. The look and feel of this site (including all button icons, scripts, custom graphics and headers) are trade dress and/ or trade marks of Campion. Campion's trade dress and trade marks may not be used, copied or imitated, in whole or in part, without the prior written consent of Campion.

7.3 Paid-For Licensed Content

By using this site, you are entering into a licence agreement with Campion for the non-exclusive and non-transferable use of paid-for content supplied by us and any third-party licensor. Such content includes any and all digital publications and electronic documentation ("eText") contained in and intended for our purpose-built readers.

Under this licence Campion grants you use of all content contained in any and all eTexts for personal education purposes only and in return you represent and agree that you must not:

- resell or otherwise transfer;
 - rent or lease;
 - reverse engineer, decompile, disassemble or remove any password protection from;
 - allow for copying, distribution or re-distribution of;
 - remove or alter any mark of ownership, copyright, trade mark, watermarks or other property rights embodied in;
 - export or otherwise transfer from your country of residence, including but not limited to a country or jurisdiction whose laws allow or mandate loss of the title and any intellectual property rights in;
- any eText.

All title, copyright and intellectual property rights in and to eTexts, and any installation of those eTexts, are owned by the relevant publisher and/or author.

7.4 Copyright claims

If you believe that our site contains any material that infringes upon any copyright that you hold or control, or that users are directed through a link on this site to a third party website that you believe is infringing upon any copyright that you hold or control, you may send a notification of such alleged infringement to us in writing. Such notification should identify the works that are allegedly being infringed upon and the allegedly infringing material and give particulars of the alleged infringement. Campion take all such reports seriously and will endeavour to consider and respond to any such notice within a reasonable time. However, noting that Campion may need to contact and seek response from the party who provided that material or link to Campion before we can substantively respond to a notification.

8. DISCLAIMER OF WARRANTIES

To the maximum extent permitted by law, Campion and its officers, employees, agents, consultants, licensors, partners and affiliates expressly disclaim all conditions, representations and warranties (whether express or implied, statutory or otherwise) in relation to this site and any products and/or services purchased or obtained through this site, including any implied warranty/guarantee of merchantability, fitness for a particular purpose or non-infringement.

This site is provided strictly on an "as is" basis. To the maximum extent permitted by law, Campion and its officers, employees, agents, consultants, licensors, partners and affiliates make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of this site or any of its content, and in particular do not represent, warrant or guarantee that:

- the use of this site will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
- this site will meet your requirements or expectations;
- the quality of any products, services, information or other material purchased or obtained through this site will meet any particular requirements or expectations;
- errors or defects will be corrected; or
- this site or the servers that make it available are free of viruses or other harmful components.

This disclaimer does not affect the Campion's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under the Australian Consumer Law or other law.

9. LIMITATION OF LIABILITY

9.1 Exclusion of liability

To the maximum extent permitted by law, Campion and its officers, employees, agents, consultants, licensors, partners and affiliates exclude all liability to you or any other person for any loss, cost, expense, claim or damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether it be consequential, indirect, incidental, special,

punitive, exemplary or otherwise, including any loss of profits, loss or corruption of data or loss of goodwill) arising directly or indirectly out of, or in connection with, these Website Terms of Use or the use of this site by you or any other person.

9.2 Remedies limited

To the maximum extent permitted by law, your remedies are limited to those set out in Campion's Return and Exchanges Policy (located at <https://campion.com.au/returns-exchanges/>), which applies to all goods and services purchased on this site.

9.3 Force majeure

To the maximum extent permitted by law, and without limiting any other provision of these Website Terms of Use, Campion excludes liability for any delay in performing any of its obligations under these Website Terms of Use where such delay is caused by circumstances beyond the reasonable control of Campion, and Campion shall be entitled to a reasonable extension of time for the performance of such obligations.

10. GENERAL

10.1 Interpretation

In these Website Terms of Use, the following rules of interpretation apply:

- headings are for reference purposes only and in no way define, limit or describe the scope or extent of any provision in these Website Terms of Use;
- these Website Terms of Use may not be construed adversely against Campion solely because Campion prepared them;
- the singular includes the plural and vice-versa;
- a reference to a "person" includes an individual, a firm, a corporation, a body corporate, a partnership, an unincorporated body, an association, a government body or any other entity; and
- the meaning of general words is not limited by specific examples introduced by "including", "for example", "in particular" or similar expressions.

10.2 Notifications

Campion may provide any notification for the purposes of these Website Terms of Use by email.

10.3 Costs

Except as specifically provided in these Website Terms of Use, each party must bear its own legal, accounting and other costs associated with these Website Terms of Use.

10.4 Assignment

You may not assign, transfer or sub-contract any of your rights or obligations under these Website Terms of Use without Campion's prior written consent.

Campion may assign, transfer or sub-contract any of its rights or obligations under these Website Terms of Use at any time without notice to you so long as that transfer does not materially impact the your rights under this agreement.

10.5 No waiver

Waiver of any power or right under these Website Terms of Use must be in writing signed by the party entitled to the benefit of that power or right and is effective only to the extent set out in that written waiver. Any failure by Campion to act with respect to a breach by you or others does not waive Campion's right to act with respect to that breach or any subsequent or similar breaches.

10.6 Severability

The provisions of these Website Terms of Use are severable and, if any provision of these Website Terms of Use is held to be illegal, invalid or unenforceable under present or future law, such provision may be removed, and the remaining provisions shall be enforced.

10.7 Variation

Campion reserves the right to amend these Website Terms of Use and any other policy on this site at any time in its discretion and any such changes will, unless otherwise noted, be effective immediately but will not apply retrospectively and will not apply to any existing orders placed with Campion under the previous Website Terms of Use. Your continued usage of this site will mean you accept those amendments moving forward.

You may only vary or amend these Website Terms of Use by written agreement with Campion.

10.8 Governing law and jurisdiction

These Website Terms of Use will be governed in all respects by the laws of Victoria. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria and the courts of appeal from them.

If you have any questions regarding this, please contact your local Campion Education office OR email your questions to help@campion.com.au.

Schedule 1 – PROHIBITED CONDUCT

YOU MUST NOT:

- use any device, routine or software that interferes, or attempt to interfere, with the proper working of this site;
- engage in any action that requires, or may require, an unreasonable or excessively large load on our infrastructure;
- use this site to decipher passwords or security encryption codes, transmit any worms, viruses or Trojan horses, transfer or store illegal, threatening or obscene material or otherwise violate the security of any computer network;
- use this site to violate any applicable local, state, national or international law, to engage in any misleading or deceptive online marketing practices or for any fraudulent or malicious purposes;
- use any spider, robot or search/retrieval application or any screen scraping, data mining or similar data gathering device, process, program or means to access, retrieve or index any portion of this site;
- use this site by any automated means;
- use this site to transmit junk mail, spam or chain letters or pyramid schemes or engage in other flooding techniques or mass distribution of unsolicited email;
- access, retrieve or index any portion of this site for use in constructing or populating any database that is searchable online or for the purpose of soliciting or sharing reviews;
- interfere with the display of any advertisements appearing on or in connection with this site;
- reverse engineer, decompile, disassemble, adapt, modify, translate, frame or reformat any of the material contained on this site;
- access, reproduce, duplicate, copy or store any of the material appearing on this site other than for your own personal and non-commercial use;
- falsely imply that any other website is associated with this site;
- do anything that leads, or may lead, to a decrease in the value of Campion's intellectual property rights in this site;
- use or exploit any of the material accessed from this site for, or in connection with, any business or enterprise (whether for profit or otherwise), including any business or enterprise that is in competition with this site;
- release to the public any news release, advertising material, promotional material or any other form of publicity or information relating to Campion without Campion's prior written consent; or
- use this site to transmit any information or material including to Campion that is, or may reasonably be considered to be:

- abusive, threatening, harassing, harmful, obscene, indecent, lewd, inflammatory, violent, vulgar, profane, racially, ethnically or otherwise objectionable or offensive in any way;
- libellous, defamatory, pornographic, sexually explicit, unlawful or plagiarised;
- infringing upon or violating any copyright, trade mark, patent or other intellectual property or proprietary right;
- in breach of any duty of confidentiality by which you are bound, whether by way of a fiduciary or contractual relationship;
- in breach of any person's privacy or publicity rights;
- a misrepresentation of facts, including the impersonation of any person or entity or a misrepresentation of an affiliation with any person or entity (including any sponsorship, endorsement, guardianship, or membership of a school community);
- in violation of any applicable law, statute, ordinance or regulation, or encouraging of others to do so;
- containing any political campaigning material, advertisements or solicitations; or
- likely to bring Campion or any of its staff into disrepute.