

Terms and Conditions

General Purchasing



PRELIMINARIES

These are the terms and conditions of sale ("Terms and Conditions") of Victoria Racing Club Australia Pty Ltd, ABN 32 119 214 078, of 448 Epsom Road, Flemington, Victoria 3031, Australia ("VRC"). These Terms and Conditions will apply to all Orders made via VRC's website (<https://www.flemington.com.au/about-us/flemington-shop>) ("Webstore"), by telephone to the VRC Customer Service Centre, or at an Authorised VRC Outlet.

By placing an Order, the Purchaser agrees to be unconditionally bound by these Terms and Conditions.

1. Definitions

- 1.1 "Authorised VRC Outlet" means, on race days, a VRC kiosk, a VRC ticketing office, and on all other days, the VRC cashier located on Epsom Road, Flemington.
- 1.2 "Customer Service Centre" means the VRC's customer service centre.
- 1.3 "Delivery Address" means the address nominated by the Purchaser to which the Goods are to be delivered.
- 1.4 "Delivery Agent" means the third party engaged by VRC to deliver the Goods to the Purchaser.
- 1.5 "Delivery Fee" means the fee charged by VRC to cover the delivery costs imposed by the Delivery Agent for the delivery of Goods to the Purchaser.
- 1.6 "Goods" means the goods to be supplied under these Terms and Conditions, and includes Public Merchandise and Member's Merchandise.
- 1.7 "GST" means Goods and Services Tax as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 1.8 "Member Merchandise" means merchandise available for purchase by VRC members only.
- 1.9 "Order" means, subject to clause 6.1, a request by the Purchaser to purchase Goods from VRC in accordance with these Terms and Conditions, and includes orders made at an Authorised VRC Outlet, by telephone, and via the Webstore.
- 1.10 "Price" means the advertised price for the Goods (inclusive of GST) plus any applicable Delivery Fee.
- 1.11 "Privacy Policy" means VRC's privacy policy at <https://www.flemington.com.au/privacy-policy>
- 1.12 "Public Merchandise" means VRC merchandise that is available for purchase by members of the public.
- 1.13 "Purchaser" means a person purchasing the Goods, and includes an agent of that person.
- 1.14 "Racing Rewards Terms and Conditions" means the terms and conditions applicable to the VRC's Racing Rewards Programme.

1.15 "Reward Points" means points earned by VRC members under the VRC's 'Racing Rewards Programme'.

1.16 "Statutory Rights" means all and any terms implied into these Terms and Conditions or otherwise conferred on Purchaser by statute or law including, but not limited to, the Competition and Consumer Act 2010 (Cth).

2. Orders

- 2.1 When VRC accepts an Order, it represents an agreement by VRC to supply the Purchaser the Goods in accordance with the Order and these Terms and Conditions.
- 2.2 VRC reserves the right to accept or reject an Order for any reason at any time.
- 2.3 If VRC rejects an Order pursuant to clause 2.2 above, VRC will refund any money paid in respect of that Order.
- 2.4 In placing an Order, the Purchaser agrees that they have not engaged in any fraudulent conduct or contravened any Law.

3. Price and payment

- 3.1 Prices are displayed in Australian dollars (inclusive of GST) and the Purchaser must pay for the Goods in Australian dollars.
- 3.2 In respect of any Order, VRC will charge the Purchaser, and the Purchaser agrees to pay:
 - (a) the Price; and
 - (b) if applicable, the Delivery Fee.
- 3.3 When paying by credit card, the Purchaser authorises VRC to debit the nominated card at the time the Order is submitted.
- 3.4 If using Reward Points, the Purchaser agrees that the purchase is also subject to the Racing Rewards Terms and Conditions in operation at the time of purchase.

4. Limitation of liability

- 4.1 To the extent permitted by law, the Goods are provided 'as is' and VRC makes no representation as to the Goods' merchantability or fitness for purpose. VRC excludes all conditions or warranties which would otherwise be implied into these Terms and Conditions whether by law, statute or otherwise.
- 4.2 To the extent permitted by law and notwithstanding anything else in these Terms and Conditions, VRC's total aggregate liability to Purchaser under or in relation to the Terms and Conditions on any other grounds whatsoever whether in contract, tort, (including negligence) or under statute, common law or in equity or otherwise ("Cause of Action") will not exceed an amount equal to the total amount paid by Purchaser under the Terms and Conditions to VRC.

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- 4.3 To the extent permitted by law, VRC's liability for a breach of Statutory Rights is excluded but to the extent that such liability cannot be excluded, is limited to one or more of the following, as determined by VRC: the replacement or repair of the Goods, supply of equivalent Goods or the payment of the cost of replacing or repairing the Goods or supplying equivalent Goods.
- 4.4 Neither party will be liable to the other for indirect, incidental, special or consequential loss or damage or for loss of revenue, profits, goodwill, opportunity or data or interruption of business or cost of capital ("Consequential Loss") or for claims from third parties for Consequential Loss regardless of the cause of action and even if a party has been advised of the likelihood of such loss or damage
- 4.5 The Purchaser must only use the Goods for the purposes for which they are intended and in accordance with any instructions provided.

5. Privacy

- 5.1 The Purchaser acknowledges and agrees that the Purchaser's personal information will be collected, used, disclosed and stored by VRC in order to facilitate the Purchaser's purchase of the Goods and in accordance with VRC's Privacy Policy.
- 5.2 Purchasers have certain rights to access their personal information held by VRC and can request access by contacting VRC's Privacy Officer at 448 Epsom Road, Flemington, Victoria 3031.

6. Webstore and telephone orders

- 6.1 In this clause 6, "Order" refers to an Order made via the Webstore or by telephone to the Customer Service Centre.
- 6.2 The Purchaser acknowledges that Orders may be subject to quantity restrictions.
- 6.3 The Purchaser agrees that if the Purchaser provides inaccurate or incomplete personal detail when making an Order, VRC:
- (a) will not be liable to the Purchaser for any loss resulting from delay or failure to process or deliver Goods to the Purchaser (or a nominated recipient);
 - (b) is under no obligation to resend the Order, and the Purchaser may be liable to pay a further Delivery Fee.
- 6.4 The Purchaser acknowledges that some of the Goods may not be available for delivery to certain locations outside Australia. VRC retains the right to determine what it can and cannot deliver to any particular location.
- 6.5 The Purchaser acknowledges and agrees that any payment in respect of an Order must be cleared by VRC before Goods are dispatched. If the payment cannot be processed, the Order will be rejected in accordance with these Terms and Conditions and the Purchaser will be notified.

- 6.6 VRC uses an encrypted payment gateway and security certificate to secure payments. Whilst VRC takes all reasonable precautions, the security of the transaction cannot be guaranteed.
- 6.7 The Purchaser acknowledges that it may take up to 14 days after the Order is submitted to be processed, and for the Goods to be dispatched and delivered, unless the Order is submitted in the last two weeks of October or the first two weeks of November, in which case delivery of the Goods may take up to 21 days.
- 6.8 All Orders will be sent by registered post to the address provided by the Purchaser. If the Goods appear to have been damaged or lost during delivery, the Purchaser must contact VRC's Customer Service Centre as soon as practicable. Orders will be deemed as successfully delivered once the Order has been signed for or the tracking of the Order confirms it has been delivered (as applicable).
- 6.9 The Purchaser warrants that any nominated representative receiving the Goods at the Delivery Address is duly authorised to do so.
- 6.10 Risk and title in the Goods passes to the Purchaser on the date and time of delivery of the Goods to the Delivery Agent.
- 6.11 VRC reserves the right to terminate a Purchaser's access to the Webstore if VRC reasonably believes that the Purchaser has breached these Terms and Conditions.

7. Jurisdiction

These Terms and Conditions are governed by the laws of Victoria and the courts of Victoria and shall have the non-exclusive jurisdiction to resolve any disputes arising out of or under it.

8. Amendments

- 8.1 VRC may change to these Terms and Conditions from time to time.
- 8.2 The latest version of these Terms and Conditions is available on our website at <https://www.flemington.com.au/>. The Terms and Conditions which appear on our website at the time the Purchaser places an Order are those that apply to the Order.