



University of
**Southern
Queensland**



24 February 2025

UniSQ Online Merchandise Store Terms and Conditions

UniSQ Online Merchandise Store Terms and Conditions

1. Terms and Conditions of Use

- 1.1. Please read these terms and conditions (**Terms**) carefully before using the UniSQ Online Merchandise Store (the **Store**) or purchasing a product, as your access to and use of the Store and purchase of products is subject to the following Terms.
- 1.2. By accessing the Store you agree to be bound by the Terms. If you are under the age of 18 years, you confirm that you have obtained the permission of your parent or guardian to access the Store and purchase products from the Store.
- 1.3. UniSQ takes all reasonable care to ensure that all product details, including price and colour, are correct at the time of publication on the Store. UniSQ does not warrant that the information is accurate or complete.
- 1.4. You warrant that all information provided by you to enable UniSQ to fulfil your order is correct, including your delivery address.
- 1.5. All references to 'you' means the person accessing or making a purchase from the Store.

2. Ordering

- 2.1. Your order from the Store is an offer to UniSQ for you to buy the product(s) in your order. When you place an order to purchase the product(s) from UniSQ, Unipromo (on behalf of UniSQ) will send you an email confirming receipt of your order and containing the details of your order. This email does not confirm UniSQ's acceptance of your offer to buy the product(s) ordered. UniSQ only accepts your offer, and concludes the contract of sale for a product ordered by you when the product(s) are fully paid and dispatched to you and Unipromo (on behalf of UniSQ) sends an email to you confirm that the product(s) have been dispatched.
- 2.2. You consent to receive sales invoices electronically.
- 2.3. UniSQ reserves the right to:
 - 2.3.1. correct errors;
 - 2.3.2. cancel any order (even after taking payment);
 - 2.3.3. verify your order or payment information by contacting you.If UniSQ cancels an order UniSQ will refund all monies paid to the original payment method.
- 2.4. UniSQ reserves the right to limit, reject, suspend or cancel any order to purchase products if UniSQ believes that the products are being purchased for re-sale or for other commercial purposes.

- 2.5. UniSQ uses the services of a third party, currently Unipromo Pty Ltd (**Unipromo**), for the ordering, shipping and delivery of your order.

3. Product Information

- 3.1. Unless expressly indicated otherwise, UniSQ is not the manufacturer of the products sold on the Store. While UniSQ works to ensure that product information on its website is correct, products and any product packaging and materials may be different from that displayed on the Store. All information about the products on the Store is provided for information purposes only.
- 3.2. UniSQ recommends that you do not rely solely on the information presented on the Store. Please always read labels, warnings and directions provided with the product before use.
- 3.3. UniSQ accepts no liability for inaccuracies or misstatements about products by manufacturers or other third parties.

4. Pricing and Availability

- 4.1. All prices are in Australian dollars and are inclusive of GST.
- 4.2. All orders are subject to availability of stock.
- 4.3. UniSQ lists availability information for products sold by UniSQ on the Store. Beyond what UniSQ says on that page or otherwise on the website, UniSQ cannot be more specific about availability. As UniSQ processes your order, it will inform you by e-mail if any products you order turn out to be unavailable and you will not be charged for those products.
- 4.4. Despite UniSQ's best efforts, a small number of Products in the Store may be mispriced. If UniSQ has made a mistake and a product's correct price is higher than the price on the website, UniSQ may either contact you before shipping to request whether you want to buy the product at the correct price or cancel your order. If a product's correct price is lower than the stated price, UniSQ will charge the lower amount and send you the product.

5. Delivery

- 5.1. The shipping and delivery of your order is subject to Unipromo's terms and conditions found here . UniSQ is not liable to you for the safe delivery as goods will be delivered on the basis of ATL (Authority to Leave) if you are not available to receive the goods, including any late delivery, of your order.

6. Refund and Replacement



UniSQ

- 6.1. UniSQ can offer an exchange or refund if a product is faulty, provided that all of the below conditions are met.
- 6.2. Exchange (Faulty Goods)
 - 6.2.1. an Exchange and Returns Form <https://shop.unisq.edu.au/Docs/ExchangeForm%20UniSQ.pdf> is completed by you;
 - 6.2.2. you must email a copy of the completed Exchange and Returns Form and photos of the faulty product (clearly identifying the fault) to Unipromo within 14 days of purchase;
 - 6.2.3. once your request for an exchange has been accepted, Unipromo will arrange to collect the faulty goods and then ship a replacement product to you.
- 6.3. Refund (Faulty Goods):
 - 6.3.1. An Exchange and Returns Form <https://shop.unisq.edu.au/Docs/ExchangeForm%20UniSQ.pdf> is completed by you;
 - 6.3.2. the products, with their original receipt and the Return Form, are returned to Unipromo within 14 days of purchase;
 - 6.3.3. the products must be in original condition as purchased, with all labels, tickets and packing attached. If you have purchased clothing, they must not have been washed or worn; and
 - 6.3.4. the products must not have been personalised.
- 6.4. The refund of funds paid by you will be transacted via the original payment method used by you.
- 6.5. UniSQ is not required to provide an exchange or refund if you change your mind or items do not fit.
- 6.6. Products cannot be exchanged for credits, gift cards or vouchers.

7. Disclaimer and Liability

- 7.1. Unless otherwise stated in writing, UniSQ disclaims, and does not make, any representation or warranty of any kind in respect of any product offered on the Store or that you may order from UniSQ. UniSQ will not be responsible for: (i) any loss arising from the unavailability of any product; (ii) losses that were not caused by any breach on UniSQ's part; (iii) any business loss, loss of sales, profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure; (iv) any indirect or consequential losses, including but not limited to losses arising out of the cost of replacement, or recovery or recoupment of any investment made by you in connection with

these Terms, even if UniSQ has been advised of the possibility of such costs or damages; and (v) any delay or failure to comply with UniSQ's obligations under these conditions if the delay or failure arises from any cause which is beyond UniSQ's reasonable control.

- 7.2. Unless otherwise stated in writing, UniSQ's liability to you for any loss arising from or relating to the offer or sale of any product by UniSQ on the Store is limited, at UniSQ's choice, to the resupply of the product or a refund of the relevant amount paid for the product (including applicable shipping fees).
- 7.3. Nothing in these Terms is intended to: (i) exclude, restrict or modify any non-excludable right or remedy you have under law including the Australian Consumer Law; or (ii) limit or exclude UniSQ's liability to you for losses, to the extent such loss is caused by UniSQ's gross negligence or criminal conduct.
- 7.4. Any disclaimer, exclusion, or limitation as provided for in these conditions applies to the full extent permitted by law and subject to any non-excludable right or remedy.

8. Indemnity

- 8.1. You agree to indemnify, defend and hold harmless UniSQ, its officers, employees, suppliers and agents, from any and all third party claims, liability, damages and costs (including but not limited to legal fees) arising from your use of the Store or your breach of the Terms.

9. Intellectual Property

- 9.1. You acknowledge and agree that all intellectual property rights in all products supplied as part of this website is owned by UniSQ. Your permission to use this material is limited by what UniSQ expressly agrees to in writing. You agree not to copy, reproduce, adapt, distribute, transmit or commercially exploit any material on this website without UniSQ's agreement in writing.

10. Links

- 10.1. This website may include links to third party websites. Examples include the websites of payment platforms, service providers and other partners who are part of UniSQ's service delivery. UniSQ is not responsible for the material on those third-party websites. You should inform yourself on the privacy and other practices of those third-party websites. UniSQ does not accept any liability for those sites.

11. Privacy Policy

- 11.1. You understand that UniSQ will have access to any personal information that has been collected about you as part of your purchase from this website including your name, address, phone number and email address (**Your Personal Information**). UniSQ deals with Your Personal Information in accordance with the *Information Privacy Act 2009* and its Privacy Policy which can be found here <https://policy.unisq.edu.au/documents/13404PL>.
- 11.2. UniSQ will release Your Personal Information to relevant third parties, including Unipromo, at the time of you placing an order, for the purposes of facilitating ordering, shipping and delivery and any exchange or return of products.
- 11.3. UniSQ will take all necessary steps to ensure contracted service providers will comply with the privacy principles and the *Information Privacy Act 2009*.
- 11.4. You can view Unipromo's Website Privacy Policy [here](https://www.unipromo.com.au/privacy-policy/) <https://www.unipromo.com.au/privacy-policy/>.

12. The Australian Consumer Law

- 12.1. Australian consumers have certain rights under the Australian Consumer Law (**ACL**). These

Terms are not intended to affect your rights as an Australian consumer under the ACL.

13. Amendment

- 13.1. UniSQ reserves the right to make changes to these Terms and the products listed on the Store at any time and without prior notice to you. You will be subject to the Terms available on the Store at the time that you order products from UniSQ.

14. Entire Agreement

- 14.1. These Terms set out the entire agreement between you and UniSQ. These Terms supersede all prior representations between you and UniSQ, and by accessing the Store you confirm to UniSQ that you have not relied on any such representation.

15. Governing Law and Jurisdiction

- 15.1. These Terms are to be construed in accordance with the laws of Queensland, Australia and in the event of any dispute or claim associated with these Terms, that dispute or claim shall be subject to the exclusive jurisdiction of Queensland, Australia.



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unisq.edu.au

info@unisq.edu.au