

VGW Merchandise Portal

Terms and Conditions

These Terms and Conditions form a binding legal agreement between You and VGW and apply to your purchase of the Merchandise through the Website (including through any electronic device, be it by web, mobile, tablet or any other device).

By purchasing any Merchandise through the Website and/or accessing, viewing, using or downloading the Website, You indicate that You have read and understood these Terms and agree to be bound by, and abide by, them, which include and are inseparably linked to our Privacy Policy. If You do not agree with any provision of these Terms or any other linked policy, rules or terms, You may not purchase any Merchandise through the Website.

1. Definitions

In these Terms, the following words have the meanings set out below:

Code means all software code, source code, object code, binary code, executable code, modules, components, algorithms, analysis tools, templates, configurations, business rules, dynamic link libraries, models, database schemas, updates, service packs, patches, in any media or format, which form a part or component of the Website.

Content means any text, graphics, user interfaces, visual interfaces, photographs, trade marks, logos, sounds, music, artwork, Intellectual Property, or other material used, displayed or available by way of the Website, including the Merchandise.

Intellectual Property means:

- (a) inventions, discoveries and novel designs, whether or not registered or registrable as patents or designs, including developments or improvements of equipment, products, technology, processes, methods or techniques;
- (b) copyright (including future copyright) throughout the world in all literary works, artistic works, computer software, Code and any other works or subject matter in which copyright subsists and may in the future subsist;
- (c) trade and service marks (whether registered or unregistered), domain names, branding and marketing materials; and
- (d) proprietary rights under the Circuit Layouts Act 1989 (Cth).

Intellectual Property Rights means such rights as may subsist in the Intellectual Property.

Merchandise means the VGW branded items available for purchase through the Website.

Personal Information means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with an identified person, or a person who is reasonably identifiable:

- (a) whether the information is true or not; and
- (b) whether the information is recorded in a material form or not.

Privacy Policy means the VGW Global Employee Privacy Policy, as amended from time to time.

Terms means these VGW Merchandise Portal Terms and Conditions together with the Privacy Policy. Third Party Websites means websites which are not owned, operated or controlled by VGW.

You means any viewer or user of the Website, and “**Your**” has a similar meaning.

VGW means VGW Holdings Limited (ACN 147 193 511), the ultimate parent company of the VGW group of entities.

Website means www.vgwmerch.co, and all subdomains, subpages and successor sites of that website that is made available by VGW to You for the purchase of Merchandise.

2. Acceptance of these Terms

2.1. These Terms apply to Your use of the Website and the purchase of any Merchandise through the Website.

2.2. If you do not agree to these Terms, or any updated version of them, you must not access the Website, purchase any Merchandise through the Website, or use any purchased Merchandise.

2.3. You are entering into this agreement with VGW and acknowledge that any collection, use and sharing of your Personal Information is subject to the Privacy Policy as set out in this link: <https://vgwmerch.co/privacy-policy/>.

3. Use of the Website

3.1. By using the Website, You will have access to our Merchandise and Content that are available, which may include clothing, merchandise, videos, music, graphics, text, images and photographs, and You agree to the use of our Website on the terms and conditions set out in these terms and conditions.

3.2. You agree that You will not use the Website in any manner that is illegal, unlawful, or in any manner contrary to, or prohibited by law or the Terms.

3.3. Without limiting clause 3.2, You agree that You will not, directly or indirectly:

- (a) use the Website to defame, abuse, harass, stalk, threaten, breach the confidence of, or otherwise violate the legal rights (such as the right of privacy) of others;
- (b) hack into any part of the Website through password mining, phishing, or other means;
- (c) knowingly introduce malicious Code, including viruses, trojans, worms, logic bombs, or other harmful or destructive Code or data into the Website or any operating system;
- (d) use automated scripting tools or software;
- (e) circumvent the Website’s structure, presentation or navigational function so as to obtain information that VGW has chosen not to make publicly available through the Website;
- (f) disrupt an exchange of information between users of the Website or otherwise act in a manner that negatively affects other users of the Website, including through a denial-of- service attack;
- (g) transmit any unsolicited advertising, promotional materials, surveys, chain letters, or other forms of solicitation unless expressly authorised by VGW;
- (h) harvest information about other users of the Website in order to transmit or facilitate the transmission of such materials as listed in paragraph (g) above;
- (i) attempt to modify, reverse engineer, or reverse assemble any part of the Website;
- (j) breach any applicable laws or regulations;

(k) engage in conduct which VGW, in its absolute discretion, considers to be in breach of these Terms; or
(l) use the Website to supply another service, or to obtain information which You either incorporate into Your own service or product, to enhance Your service, product or business in any way, such as to create potential customer lists.

3.4. Any commercial use of the Website is strictly prohibited.

3.5. VGW reserves the right to monitor Your use of the Website. Any information that is obtained by VGW through the monitoring of the Website will be in accordance with the Privacy Policy.

3.6. If You access the Website from a mobile device or phone, some of the Website Content and functionality may be limited or restricted.

3.7. You acknowledge that Your use of the Website from a mobile device or phone may be subject to separate charges imposed by Your mobile phone or internet provider (carrier), such as data usage charges and mobile phone charges and that VGW is not responsible for such charges.

3.8. You acknowledge that:

(a) the Website is provided on an “as is” basis and to the fullest extent permitted by law, VGW makes no warranty or representation, whether express or implied, in relation to the satisfactory quality, fitness for purpose, completeness or accuracy of the Website;

(b) although we take all reasonable measures to ensure that the Website is free from viruses, VGW cannot and do not guarantee that the Website is free of such problems. It is your responsibility to protect your systems and have in place the ability to reinstall any data or programs lost due to a virus; and

(c) due to technical reasons or maintenance purposes, the Website may not be available.

4. Purchase and Use of Merchandise

4.1. You acknowledge and agree that sometimes some or all of the Merchandise may not be available for purchase through the Website either by reason due to supply or technical reasons, or due to maintenance. These times may be scheduled or unscheduled. VGW reserves the right to remove or discontinue any Merchandise from the Website at any time.

4.2. Subject to your agreement and continuing compliance with these Terms, we grant you a personal, non-exclusive, non-transferable, non-sublicensable licence to purchase and use Merchandise through the Website, solely for your personal, private use, and for no other reason.

4.3. Any Merchandise purchased by You through the Website must not be used in any way (including, but not limited to, through social media) that:

(a) is unlawful or harms VGW, its customers, affiliates or other parties, as determined in VGW’s sole discretion;

(b) breaches any code of conduct, policy or other notice applicable to the Website and the purchase of Merchandise through the Website;

(c) could be viewed as harmful to others, including harassing, defamatory, unlawful or objectionable;

(d) could be viewed as an invasion of privacy;

(e) may be viewed as racial, ethnic, or religious hatred, or which may incite violence;

(f) infringes a party’s Intellectual Property Rights; and

(g) consists of unsolicited communications or information that you have no right to disseminate.

4.4. The Merchandise is provided on an “as is” basis and to the fullest extent permitted by law, VGW makes no warranty or representation, whether express or implied, in relation to the satisfactory quality, fitness for purpose, completeness or accuracy of the Merchandise.

5. Intellectual property

5.1. You acknowledge that VGW is the proprietor or licensor of all Intellectual Property Rights in relation to the Merchandise, the Website and any of its related Content.

5.2. You acknowledge that Your use of the Merchandise and Website does not provide You with any Intellectual Property Rights in the Merchandise, Website or any of its related Content.

5.3. You grant VGW, and represent and warrant that You have the right to grant to VGW, an irrevocable, perpetual, royalty-free, worldwide, non-exclusive licence to use in whatever way VGW sees fit, any information, images, videos, comments, messages, music or profiles You publish or upload to any website or social media page controlled and operated by VGW.

5.4. All trade marks and logos displayed on the Merchandise and Website are the property of their respective owners and are protected by applicable trade mark and copyright law. You must not reproduce or modify the Merchandise and Website in any way, including the removal of any copyright or trade mark notice or any other proprietary notice.

6. Links

6.1. The Website may include links to Third Party Websites. You acknowledge and agree that VGW:

- (a) is not responsible for Third Party Websites; and
- (b) makes no express or implied representation, warranty or guarantee as to the content, suitability, functionality or accuracy of any Third Party Website.

6.2. Third Party Websites are subject to the terms and conditions outlined by that third party, including any relevant privacy policies.

6.3. Unless specifically indicated by VGW, any links to Third Party Websites do not indicate:

- (a) a relationship between VGW and the third party; or
- (b) any endorsement or sponsorship by VGW of the Third Party Website or the goods and/or services it provides.

7. Privacy and Personal Information

7.1. VGW is committed to protecting and respecting your privacy and complying with all applicable data protection and privacy laws. Our Privacy Policy is inseparably linked to these Terms and its acceptance is a prerequisite to any purchase of Merchandise through the Website.

7.2. You acknowledge that when browsing the Website, any Personal Information You send to VGW is subject to the Privacy Policy.

7.3. Any non-Personal Information You send to VGW through the purchase of the Merchandise or use of Website, such as questions, comments, or suggestions, may not be encrypted and will not be treated as confidential. You agree that You have provided an exclusive, perpetual, royalty-free licence to VGW to use, reproduce and modify the non-Personal Information You provide for any purpose whatsoever.

8. No liability

8.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WHATSOEVER WILL VGW OR VGW'S AFFILIATES, SUBSIDIARIES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTORS AND SUPPLIERS, BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS AND LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOST REVENUE, INCOME, GOODWILL, USE OF DATA OR OTHER INTANGIBLE LOSSES, IN EACH CASE THAT RESULT FROM OR RELATE IN ANY MANNER TO YOUR PARTICIPATION OR ANY OTHER ACT OR OMISSION BY US.

9. Assignment

9.1. VGW may, at any time and without further notice to You, or consent from You, assign or transfer all or any of VGW's rights or obligations under these Terms to any entity or person.

9.2. You may not assign or transfer any of Your rights or obligations under these Terms.

10. Severability

10.1. If any court of competent authority finds that any of the provisions (or part of any provision) of these Terms is invalid, illegal, or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted and the validity and enforceability of the other provisions of the Terms will not be affected.

10.2. If any invalid, unenforceable or illegal provision of these Terms would be valid, enforceable and legal if some part of it were deleted, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable.

11. Suspension and withdrawal

VGW reserves the right to limit, suspend, withdraw or terminate Your access to the Website or any of its features. VGW:

- (a) does not guarantee that the Website, or any Content, will always be available or uninterrupted; and
- (b) may suspend, withdraw, or restrict the availability of all or any part of the Website for business and operational reasons. We will try to give You reasonable notice of any suspension or withdrawal.

12. Entire Agreement

12.1. These Terms constitute the entire agreement between You and VGW with respect to your purchase of Merchandise through the Website and, save in the case of fraud, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and VGW with respect to your purchase of Merchandise through the Website.

13. Amendments

13.1. VGW reserves the right to amend these Terms at any time.

13.2. Where VGW amends the Terms, the amended Terms will be published on the Website.

13.3. You agree that it is Your responsibility to check for updates to VGW's Terms and that Your continued use of the Website indicates Your acceptance of the amendments.

13.4. These Terms, in effect as of the last modified date stated below, supersedes and replaces any and all Terms previously in effect.

14. Governing law

14.1. These Terms will be governed and interpreted in accordance with:

- (a) for employees or eligible contractors in Australia, the laws of Western Australia;
- (b) for employees or eligible contractors in North America, the laws of California; or
- (c) for employees or eligible contractors outside of Australia and North America, the laws of England and Wales,

Without regard for the relevant jurisdiction's choice of conflict of law principles.

14.2. The application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded.

14.3. You acknowledge that any contractual relationship between You and VGW will be deemed to have entered into and performed in the relevant jurisdiction as set out in clause 14.1.

14.4. The Parties agree that any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity of these Terms, will be submitted exclusively to the courts in the relevant jurisdictions stated above in clause 14.1, and the Parties consent to the venue and personal jurisdiction of those courts. Notwithstanding the foregoing, any motion to compel arbitration or to enforce an arbitral award issued hereunder may be brought before any court of competent jurisdiction.

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