

TERMS AND CONDITIONS FOR PURCHASE OF GOODS

1. **Application of Terms:** In these Terms and Conditions for Purchase of Goods, “we”, “us”, “our” and “SCA” means Southern Cross Austereo Pty Ltd ABN 78 109 243 110 and its related bodies corporate, and any successors or assigns and “you”, “your” and “purchaser” means you the purchaser or site visitor. Your access to and purchase of any goods on this website (**Website**) is subject to these Terms and Conditions and our [Privacy Policy](#).
2. **Purchaser Restrictions:** Purchasers on our Website must be located within Australia and must be 18 years or older or have first obtained a parent or legal guardian’s consent.
3. **Privacy and Cookies Policy:** When you interact with us, we collect data. Please see our [Privacy Policy](#) for information on how we collect, hold, use and disclose that data. The policy also explains how we use cookies.
4. **Terms of Sale for Online Shopping:**
 - (a) **Information:** You are responsible for providing the right information to fulfil your order.
 - (b) **Description of goods:** We take all reasonable care to ensure that all details are correct when we publish them. However, we do not warrant that the information is accurate or complete. To the maximum extent permitted by the Australian Consumer Law, we provide no representations or warranties, express or implied, including any implied warranties of fitness for a particular purpose, merchantability or otherwise in relation to any information provided by us on our Website. All prices are shown and transactions are processed in Australian Dollars (AUD). Prices are inclusive of goods and services tax. In all other respects the price is exclusive of taxes, duties and charges imported or levied in Australia or overseas in connection with the supply of goods. Pricing is not confirmed until your order is accepted in accordance with the Order Acceptance terms below.
 - (c) **Order Acceptance:** All orders are subject to availability of stock. Order acceptance is formed on despatch of the goods to you. Order acceptance may be impacted by issues including payment authorisation, identification or errors in pricing or goods descriptions, your proposed delivery location or you not meeting any of these Terms and Conditions. We therefore reserve the right to correct errors, cancel any order at any time and verify your order or payment information by contacting you. If we cancel an order we will refund all monies paid to the original payment method. We reserve the right to limit, reject, suspend or cancel any order if we believe that goods are being purchased for re-sale or for other commercial purposes. We will not be responsible for any damages, consequential losses (whether direct or indirect) suffered by you if your credit card is fraudulently used or is used in an unauthorised manner.
 - (d) **Delivery:** Delivery of accepted orders will be made via Australia Post or another delivery service at our discretion and will be subject to their delivery terms and conditions. We cannot accept responsibility for any delays in delivery. Accepted orders will be despatched after credit card authorisation, verification and availability of stock.
 - (e) **Exchange or Refund:** We will exchange or refund on the following conditions (i) if the good is defective; (ii) the good with the original receipt is returned within 30 days of purchase; and (iii) the good must be in original condition as purchased with all labels/tickets/packaging attached and must not have been washed or worn. Your Australian Consumer Law rights and the consumer guarantees under the Australian Consumer Law are not affected or limited by this clause. You can return or exchange a good purchased online, by contacting LiSTNR Support AU at Support@LiSTNR.com and following any further instructions from us. All returns and exchanges remain your responsibility until received by us. Exchanges are subject to stock availability. Refunds will be processed at the original purchase price using the original payment method. Delivery charges will not be refunded and standard delivery charges apply on re-delivery for exchanges, unless goods are returned in accordance with your Australian Consumer Law rights.
 - (f) **Access and communication:** Subject to the consumer guarantees provided for in Australian Consumer

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Law, we do not warrant that you will have continuous access to the Website or guarantee the delivery of communications over the Internet. We will not be liable if the Website is unavailable to you due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply. We do not guarantee the security or confidentiality of any communications or the security of the Website and accept no responsibility for any direct or indirect loss in any form associated with them whether due to congestion, technical malfunction, viruses or otherwise.

5. **Intellectual Property:** You acknowledge that all intellectual property rights in all goods or content supplied as part of the Website are owned by us or our licensors. You therefore agree not to copy, reproduce, adapt, distribute, transmit or commercially exploit any goods or content without our prior written agreement.
6. **Force Majeure:** We reserve the right to defer the date of delivery or to cancel the delivery if prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, pandemic, lock-outs, strikes or other related labour disputes or restraints or delays affecting carriers or inability or delay in obtaining supplies.
7. **Jurisdiction and Law:** These Terms and Conditions are governed by the laws of the State of Victoria, Australia. You submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms and Conditions, their performance and subject matter.
8. **Severability:** Each provision of these Terms and Conditions is severable from the others and no severance of a provision will affect any other provisions.
9. **Entire Agreement:** These Terms and Conditions constitute the entire agreement of the parties.