



## Terms & Conditions

### About the Website

Welcome to Yahoo Kakadu Plum, [www.kakaduplum.net.au](http://www.kakaduplum.net.au) ('**Website**'). The Website provides you with an opportunity to browse and purchase our Yahoo Kakadu Plum Powder product that has been listed for sale through the Website (the '**Products**'). The Website provides this service by way of granting you access to the content on the Website (the '**Purchase Services**').

The Website is operated by BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum. (ABN 96 162 239 125).

### INFORMATION ON THE WEBSITE

1. We reserve the right to amend these terms and conditions (including imposing additional terms) at our sole discretion, at any time and without notice to you. Any amendments are automatically incorporated into and form part of these terms and conditions, which are accessible on our website and you accept that it is your responsibility to review these terms and conditions each time you use the website.
2. By continuing to use the website, you agree to be bound by any amendments to the terms and conditions.
3. We reserve the right to change the website, and the products and services available through the website, at our sole discretion without liability to you or any other third party. We will endeavour to ensure that all information, content or material (referred to as "Information") on the website is accurate, complete and reliable except for information submitted by users of the website. However, we do not make any representations or guarantees as to the accuracy, completeness or reliability of any information on the website. You acknowledge that such information may contain errors or inaccuracies and accept that you must make your own enquiries to verify the information provided by us. We expressly exclude any liability that may arise in relation to the accuracy, completeness or reliability of any information on the website.

4. If we come across any error or inaccuracy in any information on the website, we reserve the right to correct that information without any liability to you or any other third party.
5. All information on the website is of a general nature and is not intended in any way to replace professional dietary or medical advice. We do not make any representations or guarantees as to the suitability of the products on the website for any dietary requirements, medical conditions or allergies. You acknowledge that it is your responsibility to assess the suitability of all products prior to you using the products. We expressly exclude any liability that may arise in relation to the suitability of the products for any dietary requirements, medical conditions or allergies. BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum packs a range of produce on shared equipment including dried fruit and pecan nuts. While we do our best to avoid any kind of cross contamination this can occasionally occur and any of our products may contain traces of these.
6. You acknowledge that any promotional and marketing material on the website (including images, photographs and descriptions of products) is for illustrative purposes and general advice.
7. The website may contain links to third party websites. You acknowledge that we do not make any representations or guarantees in relation to those sites and does not endorse, verify or assume responsibility for the content of any such third party websites. You accept that your use of any third party websites is at all times at your own risk and we expressly exclude any liability which may arise from your use of or access to those third party websites.

### **Acceptance of the Terms**

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum in the user interface.

### **Purchase of Products and Returns Policy**

In using the Purchase Services to purchase the Product through the Website, you will agree to the payment of the purchase price listed on the Website for the Product (the '**Purchase Price**'). Payment of the Purchase Price may be made through one of the following third party providers:

- (a) Stripe (the '**Payment Gateway Providers**')

In using the Purchase Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Providers.

Following payment of the Purchase Price being confirmed by BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum, you will be issued with a receipt to confirm that the payment has been received and BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum may record your purchase details for future use.

BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum is generally unable to provide refunds for the perishable goods sold via the website, however, a refund may be provided at the discretion of management on a case by a case basis including where the product was not of acceptable quality.

## **Account**

1. When registering your account, you will provide us with personal information such as your name, address, email address and phone number. You warrant that this personal information is current and correct. Your personal information will not be disclosed to any third party without your consent and is governed by our Privacy Policy, which can be found [here](#). We only collect personal information for the purposes of conducting our business.
2. By registering your account, you expressly agree to receive emails (containing special offers and product information) and e-newsletters from us. You can request to stop receiving emails and e-newsletters at any time by notifying us.
3. You must keep your login details secure and confidential. You are solely responsible and liable for all activity and communication on the website by you or through your login, including any unauthorised activity and communication.
4. If you suspect, or become aware of, any unauthorised use or misuse of your account or any other breach of security in relation to your account, you must notify us immediately and take immediate steps to re-secure your account (including by changing your password).
5. We may, at our discretion, and without prior notice and without being liable:
6. temporarily or permanently restrict your access to all or part of the website;
  - ii. impose rules on your use of the website;
  - iii. revoke your account.

## **Returns & Refunds Policy**

We want you to love your Yahoo Kakadu Plum purchase. Please read our returns policy carefully before placing your order.

## **Refunds & Exchanges**

- We **do not offer refunds** on any product unless it is deemed **faulty** or **defective**, in accordance with the **Australian Consumer Law**.

- **Perishable items**, including all **food products and chocolate**, are **non-refundable and non-returnable** due to strict food safety standards.
- If an item is **faulty**, please contact us at **support@kakaduplum.net.au** with your **order number and photos** of the product so we can assist further.

### Returns Eligibility

We offer **exchange or store credit only** on full-priced, non-perishable items (excluding those listed in exclusions below).

To be eligible for an exchange or store credit:

- You must notify us within **10 days of receiving your order**.
- Items must be **unused**, in **original and unopened packaging**.
- Return postage is at the customer's expense.

We recommend using a **trackable shipping method with signature**. Returns cannot be processed until the goods have been received and verified.

### Items Not Eligible for Return, Refund or Exchange

- **Perishable goods**, including **all food items and chocolate**
- **Sale items, discounted items**, or **items purchased with a promo code**
- **Gift vouchers**
- **Hampers** or items sent directly as a **gift**
- Orders that are shown as **delivered** by our courier partner (we cannot refund or replace items marked as successfully delivered)

### Order Errors or Out-of-Stock Items

If you place an order and we are unable to fulfill an item, we will issue a **full refund** for that item.

### Parcels Returned to Sender

If a parcel is **returned to us** due to an **incorrect address**, or if it is **unclaimed** from the post office, a **\$10 restocking and processing fee** will be charged. We can resend the order once this fee is paid, or issue a store credit for the product value (excluding shipping).

### Promotions and Discounts

Promotional offers, discount codes, and special pricing are subject to the following terms:

1. **Limited-Time Offers:** Promotions are valid only for the dates specified. After the promotion period ends, items will return to their regular price.
2. **One-Time Use:** Discount codes are generally valid for a single use per customer unless otherwise specified. Multiple uses of the same code may result in cancellation of orders.
3. **Minimum Purchase Requirements:** Some discounts may require a minimum purchase amount before the discount applies. Such requirements will be clearly specified in the offer.
4. **Non-Transferable:** Promotional offers and discount codes are non-transferable and cannot be exchanged for cash or credit.
5. **Exclusions:** Certain items may be excluded from promotions and discounts. This includes hampers, bundles and already discounted products.
6. **Combination of Discounts:** Discounts and offers cannot be combined unless expressly stated. Only one discount code can be applied per order.
7. **Returns:** If an item purchased with a discount is returned, the refund will reflect the discounted purchase price. Promotions may not apply to exchanges or replacements.
8. **Eligibility:** Discounts and offers are available to customers based in [applicable regions/countries], subject to availability.
9. **Changes:** We reserve the right to modify or cancel promotions at any time without notice.
10. **Free Shipping:** Free shipping is not offered to bulk corporate orders that are placed either by telephone or email directly with our team.

## **Sale and Promotions**

Sale **excludes products already on discount**, as well as **bundles and hampers**. Discounts cannot be combined with other promotions.

## **Promotions**

Promotional coupons can not be applied in conjunction with other discounts and/or promotions.

## **Copyright and Intellectual Property**

The Website, the Purchase Services and all of the related products of BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content

and compilation of the website (including text, graphics, logos, button icons, video images, audio clips and software) (the '**Content**') are owned or controlled for these purposes, and are reserved by BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum or its contributors.

BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum retains all rights, title and interest in and to the Website and all related content. Nothing you do on or in relation to the Website will transfer to you:

- (a) the business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright of BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum; or
- (b) the right to use or exploit a business name, trading name, domain name, trade mark or industrial design; or
- (c) a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).

You may not, without the prior written permission of BUILDSHIELD PTY LTD and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content or third party contact for any purpose. This prohibition does not extend to materials on the Website which are freely available for re-use or are in the public domain.

## **Privacy**

BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum takes your privacy seriously and any information provided through your use of the Application and/or the Purchase Services are subject to BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum 's Privacy Policy, which is available on the Application.

## **General Disclaimer**

You acknowledge that BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Products other than provided for pursuant to these Terms.

You acknowledge that material displayed on the website is not be used for any purpose other than as general information. The information should not be relied upon, used or distributed as the basis for making any health related decision. Any reliance on the material displayed on the website is entirely at your own risk.

All material on the website is provided for general informative purposes only and should not be relied upon, used or distributed as the sole basis for making any decision without

consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk.

### **Limitation of Liability**

BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum will make every effort to ensure a Product is accurately depicted on the Website, however, you acknowledge that sizes, colours and packaging may differ from what is displayed on the Website. Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

Subject to this clause, and to the extent permitted by law:

- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms are excluded; and
- (b) BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum we will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Purchase Services or these Terms (including as a result of not being able to use the Purchase Services or the late supply of the Purchase Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

Use of the Website, the Purchase Services, and any of the products of BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum is at your own risk. Everything on Website, the Purchase Services, and the Products of BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum, are provided to you on an "as is" and "as available" basis, without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors of BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum make any express or implied representation or warranty about its Content or any products or Purchase Services (including the products or Purchase Services of BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;

- (b) the accuracy, suitability or currency of any information on the Website, the Purchase Service, or any of its Content related products (including third party material and advertisements on the Website);
- (c) costs incurred as a result of you using the Website, the Purchase Services or any of the Products;
- (d) the Content or operation in respect to links which are provided for the User's convenience;
- (e) any failure to complete a transaction, or any loss arising from e-commerce transacted on the Website; or
- (f) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum's total liability arising out of or in connection with the Purchase Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent Purchase Price paid by you under these Terms or where you have not paid the Purchase, then the total liability of BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum is the resupply of information or Purchase Services to you.

You expressly understand and agree that BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum, its affiliates, employees, agents, contributors, third party content providers and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum is not responsible or liable in any manner for any site content (including the Content and Third Party Content) posted on the Website or in connection with the Purchase Services, whether posted or caused by users of the website of BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum, by third parties or by any of the Purchase Services offered by BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum.

BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum is not responsible for the content of third party links on the website including links to recipes and blogs.

### **Indemnity**

You agree to indemnify BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any Content you post through the Website;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so and any breach by you or your agents of these Terms; and/or
- (c) any breach of the Terms.

## **Dispute Resolution**

### **Compulsory:**

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sort).

### **Notice:**

A party to the Terms claiming a dispute ('**Dispute**') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

### **Resolution:**

On receipt of that notice ('**Notice**') by that other party, the parties to the Terms ('**Parties**') must:

- (a) Within 21 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, 0 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the 0 or his or her nominee;
- (c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- (d) The mediation will be held in Victoria, Australia.

### **Confidential**

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

### **Termination of Mediation:**

If This section not relevant have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

### **Venue and Jurisdiction**

The Purchase Services offered by BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Victoria, Australia.

### **Governing Law**

The Terms are governed by the laws of Victoria, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Victoria, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

### **Independent Legal Advice**

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

### **Severance**

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.

### **PROMOTION TERMS AND CONDITIONS**

1. **Conditions.** Promotions are not valid for cash or cash equivalent. Promotions cannot be applied to previous purchases nor combined with any other offers or discounts including price matching of any other retailer. Promotions may not be combined with any other offers unless explicitly noted. Qualifying promotion

amount applies to merchandise only, excluding Gift Cards and shipping and handling charges (unless otherwise stated).

2. **Offers are non-transferable.** All monetary amounts specified in these terms and conditions are in Australian dollars (AUD). Promotions may be subject to availability.
3. **'Excluded Items'** means sale items, discounted bundles, hampers, other bundles and electronic Gift Cards unless otherwise stated. All discount codes are part of the 'excluded items'.
4. **Redemption.** To redeem an offer during an Offer Period, enter the advertised redemption code into the promo code box during the checkout process or purchase using auto-applied code. A coupon code cannot be used in conjunction with any other offer. You can only use the redemption code once unless otherwise stated.
5. **Changes.** BUILDSHIELD PTY LTD, trading as Yahoo Kakadu Plum reserves the right to vary the terms and conditions of the offer by the company's own discretion.
6. Discount codes do not apply to Hampers and already discounted products. May also exclude other items

## **SOCIAL MEDIA POLICIES**

Yahoo Kakadu Plum's social media properties, Facebook, Instagram, Pinterest and YouTube, are public, which means that anyone can see your posts to our social channels, and your posts may even show up in search engine results like on Google, Yahoo!, or Bing.

While we encourage open discussion, we may occasionally remove posts that don't fit our community guidelines. Please remember, though, that this forum contains the opinions and views of other users. Although we are moderating our channels to help ensure that users' posts comply with these Guidelines, we cannot be responsible for the accuracy or reliability of any comments or materials posted by users.

We ask that comments remain on topic and are respectful. This means that comments should relate to the topic that is being discussed within that post. While we welcome reasonable critiques, we may delete negative comments about Yahoo Kakadu Plum and/or our competitors that aren't relevant, accurate, or don't add to the overall positive experience.

### **Basic Guidelines**

- Stay on topic, use common courtesy, and be respectful of others

- Submit your own original content, and avoid posting content that you know or suspect to be false
- Do not post someone else's copyrighted work unless you have permission
- Anything posted to Yahoo Kakadu Plum's Social Media Sites can and may be used for any purpose we deem, including commercial interests
- Never post anything you wish to be kept confidential or expect to be compensated
- Never post personal, identifying, or confidential information such as yours or anyone else's account number, address, phone number, email address
- Yahoo Kakadu Plum is not responsible for views expressed other than our own
- Yahoo Kakadu Plum's Social Media Sites are moderated by Yahoo Kakadu Plum employees. We will make every effort to respond in a timely manner; however, we cannot guarantee that we'll reply to every comment.

**We reserve the right to delete comments or posts that we deem are abusive, inflammatory or otherwise inappropriate. Broader community guidelines include:**

- Our Social Media Sites are a place for conversations between customers and Yahoo Kakadu Plum and are not a substitute channel for services or general questions. Please visit [kakaduplumco.com](http://kakaduplumco.com) for more information about specific products and services.
- Do not post or transmit material you do not have the right to post or transmit under law (such as copyright, trade secrets, or securities) or due to your personal contractual or fiduciary relationships.
- Our Social Media Sites may not be used for the submission of any claim, demand, informal or formal complaint, or any other form of legal and/or administrative notice or process, or for the exhaustion of any legal and/or administrative remedy.
- Yahoo Kakadu Plum reserves the right to ban any user from our page without prior written notice or consent for violations of community Policies. Any comment(s) posted which we deem to be criminal in nature or instigates or implies violence toward oneself or another may be reported to the proper authorities.

### **Courtesy And Relevance**

Please treat the community and your fellow participants with respect – even if you disagree with a post or comment. Do not post any content or comments that may be

inappropriate, offensive, profane, culturally, racially, gender, or socially insensitive, disruptive, harassing or defamatory.

For the benefit of healthy discussion, we ask that comments remain on topic and relevant to the conversation. This means that comments should relate to the topic that is being discussed within that wall post. Off topic posts may be hidden, moved, or removed.

### **Removal Of Posts / Banning Of Users**

We will try our best to review every comment or post, and thus we reserve the right to remove any that violate these Guidelines or that, in our sole discretion, we otherwise consider objectionable. We may ban offenders from our communities. As such, we may delete comments or posts that we deem to be:

- Profane, obscene, inappropriate, disruptive or unrelated to the topic and conversation.
- Threats; personal attacks; abusive, defamatory, derogatory, ad hominem attacks, or inflammatory language; or stalking or harassment of any individual, entity or organisation.
- Impersonating any person or entity or falsely state or otherwise misrepresenting an affiliation with a person or entity.
- Discriminatory or containing hateful speech of any kind regarding age, ethnicity, gender, race, religion, nationality, sexual orientation, socio-economic status, political affiliations, disability or other characteristics.
- False, inaccurate, libelous or otherwise misleading in any way.
- Spam, or content containing or linking to any kind of virus, malware, spyware, or similar program that could cause harm to a user's computer.
- Repeated or identical posts
- Solicitations or content that promote commercial interests, campaigns, causes or political views.
- Any posts which might constitute a criminal offense or give rise to civil liability, or that otherwise violates local, national or international laws or regulations
- Any posts which might identify matters that are currently the subject of legal proceedings or would break a court's non-publication order

### **Ownership And License Of The Content You Post**

Please note that by posting comments, posts, tagged photos, videos, ideas, or any other content on our Social Media Sites, you are granting Yahoo Kakadu Plum non-exclusive,

worldwide rights to republish, redistribute, or otherwise use this content (including your name, profile photo, likeness and social media handle or other publicly shared information) in perpetuity in any way we see fit. This includes, but is not limited to, marketing and advertising materials.

You represent that to the best of your knowledge you own or have the permission to make such posts and grant the above rights to us.

Therefore, please do not submit any ideas or materials that you wish to keep confidential or for which you expect to receive compensation.