



# TERMS & CONDITIONS

Please read these Terms & Conditions carefully before using our website [www.humerlc.com](http://www.humerlc.com) and all other mobile sites, applications and social media platforms where these Terms & Conditions appear or are linked. As used in these Terms & Conditions, “Hume Eagles Rugby League Club”, “the club”, “we”, “our”, “us”, refers to Hume Eagles Rugby League Club Inc. The terms “services” and “products” may be used interchangeably throughout these Terms & Conditions; these terms refer to club registrations, merchandise sales, member accounts, club events (fundraising/ occasional events) and information provision.

## 1. Conditions of use

This website is owned and operated by Hume Eagles Rugby League Club Inc. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors access to services and products including, but not limited to, club registrations, merchandise sales, member accounts, club events and information provision. By accessing or using the website and services of our club, you confirm that you have read, understood, and agree to be bound by these Terms.

## 2. Privacy Policy

Before you continue using our website, we advise you to read our Privacy Policy regarding our user data collection.

## 3. Age restriction

In order to use our website and/or our services, you must be at least 18 (eighteen) years of age, or of the legal age of majority in Australia, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. If you are under the age of 18 (eighteen) you must have parental or guardian consent prior to using our site. You are not allowed to use this website and/or utilise our services if doing so is prohibited under any law or regulation applicable to you.

## 4. Key commercial Terms

When purchasing a product through our website, including but not limited to, club registration, merchandise, or other occasional fundraising or event tickets or items, you agree that:

- a. you are responsible for reading the full item listing before making a commitment to purchase it
- b. you enter into a legally binding contract to purchase an item when you commit to purchase an item and you complete the check-out payment process



- c. requests for alternative payment structures including, but not limited to, payment plans or manual payment indicates your agreement to entering a legally binding contract to fulfill the requirements of your alternative payment structure as requested by you
- d. outstanding payments owed by you to the Hume Eagles Rugby League Club Inc. may result in refusal by the club to supply products until full payment is received
- e. shipping of products is currently unavailable, and as such any products ordered must be collected from Hume Eagles Rugby League Club as per the instructions outlined at the check-out and/or on your order confirmation email.

The prices we charge for our club registrations, merchandise, occasional fundraising or event tickets or items are listed on the website. We reserve the right to change our prices at any time, and to correct pricing errors that may inadvertently occur.

Unless otherwise stated, all club registrations, merchandise, occasional fundraising or event tickets or items and any other purchases are inclusive of GST.

Transaction fees associated with any purchases you may incur in connection with your use of our website and services, will be charged to your payment method.

## 5. Return and refund policy

Club registration fees may be refunded at the discretion of the registrations team. To request a refund for club registration fees, please email:

[registrations@humerlc.com](mailto:registrations@humerlc.com)

For any undamaged product, an exchange may be offered in circumstances where the product does not fit, subject to the availability of an alternative size. If you receive your product in a damaged condition, please contact the merchandise team by email: [merch@humerlc.com](mailto:merch@humerlc.com)

In addition, please note the following:

- a. club registration fees will not under any circumstance be refunded after the commencement of round one of the applicable competition and/or season.
- b. refunds for club registration fees do not include registration fees paid directly to VIC NRL; refunds relating to any and all fees payable to VIC NRL must be requested directly to VIC NRL.
- c. merchandise returns and/or exchanges can only be accepted upon return of the original product with its included accessories and packaging along with the original receipt within 7 days of the date you receive the product, and we will exchange it or offer a refund to be processed to the original payment method.



## **6. Right to change offering**

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

## **7. Responsibility for products and services**

When we receive a valid return or refund claim for a product purchased from us, we will either replace the product or if we are unable to replace the product within a reasonable time, the member/customer will be entitled to a full refund upon the prompt return of the product to us.

## **8. Intellectual property**

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Hume Eagles Rugby League Club Inc. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

You recognise and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to the website, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed at the website.

## **9. User accounts**

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment

## **10. Indemnification**

You agree to indemnify and hold Hume Eagles Rugby League Club Inc. harmless from any demands, loss, liability, claims or expenses (including fees



for legal representation), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

## 11. **Limitation of liability**

To the maximum extent permitted by applicable law, in no event shall Hume Eagles Rugby League Club Inc. be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, Hume Eagles Rugby League Club Inc. assumes no liability or responsibility for any

- a. errors, mistakes, or inaccuracies of content
- b. personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and
- c. any unauthorised access to or use of our secure servers and/or any and all personal information stored therein.

## 12. **Right to change and modify Terms**

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review this page periodically. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

## 13. **Promotional emails and content**

You agree to receive promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time by email: [info@humerlc.com](mailto:info@humerlc.com)

## 14. **Contact Us**

If you have any questions or concerns about these Terms & Conditions, please contact us at:

Hume Eagles Rugby League Club Inc.

Email: [info@humerlc.com](mailto:info@humerlc.com) or [president@humerlc.com](mailto:president@humerlc.com)

Phone: 0421 167 722

## 15. **Preference of law and dispute resolution**

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in



Last updated: 15 December 2024

accordance with the internal substantive laws of Victoria, Australia, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to negotiate to attempt to resolve the dispute in good faith, and if the dispute is not settled by the Parties, then with the assistance of the applicable Victorian dispute settlement body before litigation.