



Website Terms of Use

Terms of Use

Website Terms of Use - www.candypants.com.au

This Website ('Website') is owned and operated by BCD Foods Pty Ltd t/a Candy Pants Adult Toys.

The material on the Website is copyright © 2017 to Candy Pants Adult Toys and/or other copyright owners.

The Candy Pants brand and company is wholly Australian owned. The pages on this website contain information about products and services available in Australia and other countries. Consumers are advised to check the individual product or service to determine its availability where you reside.

All comments and statements made on this website and corresponding social media sites are based on Candy Pants' personal view only and are not intended as medical or legal advice in anyway. Please always consult your medical practitioner directly on any concerns that you have. Always consult your medical practitioner before using any products sold or recommended if you are pregnant or have medical issues.

Every attempt has been made to list the functionality, composition and energy usage method of each product to the best of our ability, these are to be used as a guide only and are not guaranteed. Please always contact the manufacturer directly to check for updates and changes to functionality, composition and energy usage method.

The website is available for you to access, conditional on your acceptance without limitation or alteration of the terms and conditions set out below. You must not use this Website if you do not agree to be bound by these Website Terms.

Except as otherwise expressly stated on this Website and to the full extent permitted by law, this Site and all information contained within it regarding or relating to the Owner and its related entities, products and services is provided 'as is' and on an 'as available' basis without any representation or endorsement made and without warranty of any kind, whether expressed or implied.

Billing and payments

We currently only offer PayPal as a payment gateway which allows you to use your PayPal account or a credit card for checkout. PayPal is a trusted, PCI compliant, online payment facility, which Candy Pants Adult Toys will share encrypted customer information with when making a payment.



As discretion is of the utmost importance, payments with either PayPal or credit card will show on the purchaser statement as BCD Foods Pty Ltd.

Use of material on the website

1. Except for the limited use set out these Website Terms, you may not use the Website, or the material contained on it, for any purpose, including, but not limited to:

- (i) the reproduction of the material in any material form;
- (ii) the distribution of the material in any material form;
- (iii) re-transmission of the material by any medium to any other website;
- (iv) 'framing' the material on the Website with other material on any other website.

2. You must not modify or copy:

- (i) the layout of the Website; and
- (ii) any computer software and code contained in the Website.

3. The Owner reserves all intellectual property rights, including, but not limited to, copyright in material and/or services provided by it, vested in it or otherwise. To the full extent permitted by law, the material provided on the Website is provided for personal use only and may not be:

- (i) re-sold and/or re-distributed in any material form;
- (ii) stored in any storage media; and/or
- (iii) re-transmitted in any media;

without the prior written consent of the Owner.

Links to other websites

1. The Website may contain links to websites owned and operated by third parties and which are not under the control of the Owner.

The Owner:

- (i) may provide links to other sites as a convenience to you and the existence of a link to other sites does not imply any endorsement by the Owner of the linked site; and
- (ii) is not responsible for the material contained on those linked sites.



Promotions and Offers

If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

Disclaimer

1. Features and specifications of products and services described or depicted on this Website (including, without limitation, products manufactured or supplied through our business partners or suppliers which are displayed on this Website and their attributes) are approximate only and subject to change without notice. A reference to products or services on this Website does not imply or warrant that the products or services will be available at any time in your particular locality.

2. To the full extent permitted by law the Owner disclaims any and all warranties, conditions, terms, representations and undertakings, other than as expressly set out in this Agreement, express or implied, including but not limited to:

- (i) any warranty relating to the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Website and/or of any linked sites; or
- (ii) any warranty relating to the merchantability or fitness for any particular purpose for any service or product contained or referred to on the Website and/or on any linked sites.
- (iii) any warranty that the Website, or the server that makes the site available are free of software viruses;
- (iv) any warranty that the functions contained in any software contained on the Website will operate uninterrupted or are error-free; and
- (v) any warranty that errors and defects in the Website will be corrected.

Limitation of Liability

1. Your use of the Website is at your own risk. To the extent permitted by law, neither the Owner nor any party involved in creating, producing or delivering the Website accepts any liability for the accuracy, timeliness or completeness of the information contained on the Website, whether or not the Owner is aware of such errors or omissions. Nor do they accept any liability for any direct, incidental, consequential, indirect, special, punitive or exemplary damages or any loss of business, interest, goodwill, revenue or profit, or loss or corruption of data arising out of your access to, or use of, or inability to use or access this Site, whether arising in tort or contract. Further, the Owner does not bear any responsibility for any errors, omissions, and defamatory, offensive or illegal conduct of any user of the Website.



2. The Trade Practices Act 1974, and similar State and Territory legislation in Australia may confer rights and remedies on you which cannot be excluded, restricted or modified. Where it is permitted to do so, the Owner limits its liability for breach of any implied warranty, condition or undertaking, which cannot be excluded, at the option of the Owner, to:

- (i) in the case of services, the supply of the services again or the payment of the cost of having services supplied again; and ; or
- (ii) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of such goods, the payment of the cost of replacing the goods or acquiring equivalent goods, or the payment of the cost of having the goods repaired.

Use of Information Gathered

1. The terms of the Owner's Privacy Policy are incorporated into these Terms of Access.

Termination of Access

1. The Owner may terminate access to the Website at any time without giving any explanation or justification for the termination of access, and the Owner has no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.

Alteration of Terms of Access

1. The Owner reserves the right to change these Terms of Access:

- (i) with or without further notice to you; and
- (ii) without giving you any explanation or justification for such change.

Relevant Jurisdiction

1. If any part of these Terms of Access is found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of this Agreement and the severed part will not affect the validity and enforceability of any remaining provisions.
2. These Terms of Access will be governed by and interpreted in accordance with the law of NSW, Australia, without giving effect to any principles of conflicts of laws.
3. You agree to the jurisdiction of the Courts of NSW to determine any dispute arising out of these Terms of Access.



Prizes, Gifts and Giveaway Items

Subject to any specific terms or conditions that are displayed with any prize, gifts and giveaways at the time they are offered, displayed or advertised, when prizes, gifts or giveaway items or the like are offered, displayed or advertised on our Website, to the full extent permitted by law, The Owner:

1. may withdraw the offer of the prize/s at any time prior to the time the recipient/s of the prize are to be drawn or otherwise determined, without notice to you, in the event that we are, for any reason, unable to supply the prize/s; and
2. will not be liable under any circumstances for any loss of profits or any damages of any kind recognised by law (even if it has been advised of the possibility of such loss of profits or damages) as consequence of the withdrawal of the prize/s;
3. in the event that we are unable to supply the exact gift/s and/or giveaway item/s displayed to you for any reason, we may supply in it/their place an alternative items/s of a similar nature and value; and
4. supply of the alternative item/s will be in complete satisfaction of the Owners obligation to the recipient/s in respect of the gift/s and/or giveaway items/s, to the extent permitted by law; and
5. will not be liable under any circumstances for any loss of profits or any damages of any kind recognised by law (even if it has been advised of the possibility of such loss of profits or damages) as consequence of the supply of the alternative item/s.

Participation in Interactive Portions of the Website & Related Social Media Channels

1. The Website may contain interactive components where you can submit material to the Website.
2. Any intellectual property rights in any material submitted to the Website become and remain the sole property of the Owner. You consent to all relevant acts or omissions in relation to that person's moral rights in his or her material which may or might otherwise constitute a breach or infringement of those moral rights and, to the extent permitted by law, waives all of his or her moral rights in the material.
3. The Owner may, but is not obliged to, moderate any material you submit to the Website or social media pages including, without limitation, changes to spelling and grammar, and any material which may be offensive, defamatory or irrelevant. The Owner reserves the right to remove any material for any or no reason. We may also restrict, suspend or terminate your use of the Website or social media channel where we believe that you have misused it or breached this Agreement.



Reviews

To comply with Australia laws, we are required to monitor all publicly posted product reviews on our website and in accordance with Australian laws, remove any of these reviews if they appear fake, offensive, defamatory or irrelevant. This also includes reviews that imply a product has caused any medical conditions including allergies or reactions. We cannot alter star ratings on reviews, but we may need to edit reviews on occasion to omit words that appear defamatory or offensive. You are free to contact us on support@candypants.com.au for any further clarification on review monitoring and for a copy of the legal code. Please note that if you contact us, we can amend reviews so they can still be posted rather than remove all together.