



Terms & Conditions

THESE TERMS & CONDITIONS GOVERN THE USE OF WWW.CHEER-BOX.COM.AU AND THE PURCHASE OF ANY GOODS AND SERVICES FROM IT.

www.cheer-box.com.au is owned and operated by Ashlea McGlynn (ABN 75 902 053 843). When we say “you, your” etc, we mean the person using our site. When we say “our, we, us” etc, we mean Ashlea McGlynn T/as Cheer Box. Please note that by using this website you agree to be bound by its terms, conditions, disclaimers, and limitations of liability. You also acknowledge that you have read and understood these Terms and Conditions.

Prices and Payment

You agree to pay for all products and services you order. Prices given on product pages exclude delivery (see below under delivery for more detail). The price of products and services we offer may change without notice from time to time, but we will never change the price of anything you have already ordered and paid for. All prices are quoted in Australian dollars. We accept payment by Stripe (Visa, Mastercard, American Express, and Diners). Payment card use may be subject to processing fees, but you will be informed of those prior to finalising your purchase.

Ordering

You may order products from our site by placing an order through the product pages. By placing an order with us, you are making an offer to purchase the desired products and services from us. You are not permitted to order any products for resale to a third party. We reserve the right to accept or reject any offer you make us, for any reason, including but not limited to if the products requested are not available, payment not being processed successfully, we suspect your order is for commercial purposes, there is the possibility of fraud or there is an error in the price or description of the product you want to buy. Each offer you make to us and accepted by us creates a separate and binding agreement between you and us for the supply of the relevant products. Maximum order sizes apply, if you have large requirements, please contact us directly by emailing us at enquiries@cheer-box.com.au. To ensure compliance with liquor licensing laws, maximum volume (1.5L), liquor value (50% of the total sale price) and other restrictions apply to orders that include alcohol. For us to put your order through, we need some information from you. Some of these include your name, contact details, billing address, delivery address, and payment details. For information on how we obtain, store and use your personal information please see our Privacy Policy. You should receive a message on the screen confirming your order once your payment has gone through. If you don't, there may have been a problem with processing your order. Please let us know if this happens by emailing hello@lvly.com.au.

Delivery

Cheer Box offers a preferential 2.5 hour time slot, next-day delivery service across Ballarat and surrounding districts, however, sometimes these time slots can take a little bit longer (up to 4 hours) depending on our courier partners, volume of orders for the day and staffing. The cost of delivery is dependent on the delivery address' physical distance from our address. Pricing is subject to change and will be updated on our website as the changes occur. Our delivery hours are between 9:30AM and 5PM, Tuesday to Friday, 9:30AM and 2:30PM on Saturdays, and 10AM and 12:30pm on Sundays. Please note that we are not able to guarantee delivery at a specific time of a delivery time slot. Please get in touch if you would like to arrange a custom delivery and we will be more than happy to facilitate this if we can.

Third-party courier service

Whilst Cheer Box generally provides its own courier service, there are times (high volume days, low staff availability, etcetera) where Cheer Box uses reputable third-party contract couriers to deliver gifts across Ballarat. Due to the reliance on third-party courier services, Cheer Box cannot be held responsible for delays during transit. Whilst every care is taken to ensure accurate and safe delivery, we cannot guarantee unforeseen circumstances, such as damage or delay that results in a gift not arriving at a certain time or place. Once a gift has been delivered to a concierge or front desk at the address specified we cannot be held responsible for the gift getting to the recipient. In regards to hospital deliveries, if the patient has been discharged the gift will be returned to Cheer Box HQ and a re-delivery fee may apply. In the unfortunate event of a delay or delivery issue, Cheer Box will work with the customer to assist in resolving any issues that may be a result of a third-party failure in accordance with its Customer Service Charter.

Undeliverable items

Whilst Cheer Box uses insulated chill boxes to enable the safe delivery of food which can be left in secure spaces, there are times where items can be deemed undeliverable.

A gift is considered as undeliverable if (i) the recipient's address is incomplete, incorrect, or cannot be located, (ii) there is no one at home to receive the gift and there is nowhere safe to leave the gift (iii) the delivery is refused by the recipient before opening the package.

Where a recipient is unable to be located or have their address found, Cheer Box will make reasonable attempts to contact the purchaser (via phone, email, social media) to find a solution to aid in making the delivery. In addit

Where a gift is undeliverable, it will be re-directed to Cheer Box HQ for collection by the intended recipient or (ii) returned to Cheer Box HQ where the customer will be liable for all charges and fees incurred in returning, storing, or disposing of an undeliverable gift. When a gift is re-directed to a local post office a courier card will be left at the recipient's address to inform them of their local collection point. Due to the perishable nature of some of our products (e.g. Food and Flowers), it is strongly advised that recipients collect their gift within 12 hours from the collection point indicated on the courier card.

Cheer Box cannot be held responsible for delays in the collection and pick-up of gifts and is not liable for the quality and condition of perishable goods, such as food and flowers, that have not been collected within a 12-hour time frame from the date and time of attempted delivery.

Units and apartment buildings

Couriers sometimes face problems with delivering goods to units and apartment buildings which can result in gifts arriving late, going missing, or being returned to the closest Cheer Box HQ. If gifts are being delivered to an apartment or unit address the customer is responsible for ensuring that the recipient will be available on the day to receive the gift. If the recipient is not home and the courier cannot gain access to the building to leave the gift in a safe place the gift will be deemed 'undeliverable' and either be (i) re-directed to a local post office for collection by the intended recipient or (ii) returned to Cheer Box HQ where the customer will be liable for all charges and fees incurred in returning, storing or disposing of an undeliverable gift.

In the event of an undeliverable gift being re-directed to a local post office, a courier card will be left at the original delivery address to inform the recipient where to collect the gift. Cheer Box is not responsible for gifts not collected by the recipient.

Incorrect and incomplete addresses

Please be very careful in providing us with correct, complete, and up-to-date address information. If you provide us with an incorrect or incomplete address and we deliver your order as per your instructions, we can accept no responsibility for the mistake. If we are unable to deliver to an incorrect or incomplete address and the order is returned to Cheer Box HQ, we can redeliver but the customer will incur an additional delivery charge as well as a product replacement fee for any perishable items, such as food and flowers, that need to be replenished.

Substitution and Seasonal Availability Disclaimer

Cheer Box endeavors to fulfill all orders in compliance with product descriptions, however, flower and fresh produce orders may be subject to seasonal and product availability. Cheer Box reserves the right to substitute food and flower varieties when necessary, however, we will always take utmost care to ensure the final product is similar in quality to the requested item. Substitutions and alterations to the style of a product will be of similar quality and value.

Warranties, refunds, and cancellations

Due to our quick turnaround times, we're unable to refund if you change your mind about a 'send now' purchase. We are also unable to offer a refund if incorrect delivery information is given to us. It's the sender's responsibility to make sure they provide us with detailed and accurate delivery instructions. If the wrong delivery address is given we can re-deliver, but this may be at an additional cost. For advance orders, cancellation must be made 24 hours in advance if necessary. Cancellations can be made by emailing enquiries@cheer-box.com.au or by dropping us a line on **0458 522 507**. Every piece of food is different and some foods are more delicate than others. You should expect your food to last at least 12 hours before discolouration of meats (from being removed from sealing) and fruits begin to deteriorate (e.g. Strawberries begin to soften and deteriorate). If for any reason (excluding extreme spikes in temperature) they last less than 12 hours, or you're not happy with your order, please let us know immediately so we can do our best to put things right. If you are at all unsatisfied with our add-ons, please let us know within 24 hours so that we can discuss a refund or another delivery.

Liability and general matters

We are not liable to you for any consequential, indirect, special, punitive, remote or incidental damages or for any loss of profit, loss of data, loss of goodwill, loss of business, loss of opportunity, increased financing costs, or any failure to realise anticipated savings or any type of commercial or economic loss. All goods supplied to you come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. You may also be entitled to remedies that cannot be excluded under the Australian Consumer Law if any services supplied

to you fail to meet a consumer guarantee under the Australian Consumer Law. Nothing in this document excludes, restricts or modifies any condition, guarantee, warranty, right or liability protected by law to the extent that such exclusion, restriction or modification would render this document or any provision of this document void, illegal or unenforceable. Save for in relation to claims you make under the Australian Consumer Law, the maximum amount we will be liable to you in connection with any claim (or claims) you make in relation to your use of our sites and buying products from us is limited in aggregate to the amounts you have paid us for the provision of goods or services. Our liability to you for loss or damage of any kind arising out of this agreement or in connection with the relationship established by it is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether our liability is in contract, tort (including negligence), under any statute or otherwise. You own the intellectual property rights in the data you provide us. We own (or have rights to use) all other intellectual property existing in and developed in connection with this site. You have no rights to use in any way any of our intellectual property including but not limited to using, copying, embedding (in another website) any design, text, marks and graphics appearing on our site. These terms and conditions may be amended from time to time and it is your responsibility to appraise yourself of the current version applying to your orders by checking this site for the latest version of this document. This site may contain links to external websites that are not operated by us and you agree that no representations or warranties are made by us in connection with those links and that we have any responsibility or liability for those websites and that the provision of the links do not indicate, expressly or impliedly, that we endorse the site or the products or services that are provided at those sites. If any provision of this document is held to be invalid or unenforceable, such provision will be severed and the remaining provisions will remain in effect. Headings are for reference purposes only and do not form part of this document. Any failure to act on a breach by you or others doesn't waive the right to act on subsequent or similar breaches. All sections which by their nature are intended to survive termination of this document will be deemed to survive. This document is governed by the laws of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place. Any rights or remedies to which you are entitled under the Australian Consumer Law arise independently of these terms and conditions and the jurisdictional selection provision above does not apply to any claim you may have under the Australian Consumer Law. If you need further assistance please contact us on enquiries@cheer-box.com.au

Liquor Licensing

Cheer Box takes liquor licensing very seriously.

- Cheer Box operates as a gifting service and is therefore exempt from holding a liquor license under the terms of the Victorian Gambling and Casino Control Commission (VGCCC).
- Cheer Box provides liquor in accordance with the [exemption requirements](#), which state that:
 - Liquor must be packaged together with flowers, food or other gifts
 - the volume of liquor supplied to a person must not exceed 1.5 litres per day
 - the value of the liquor and its container must not be more than 50 per cent of the gift's sale price
 - liquor supplied needs to be purchased by the proprietor on a retail basis
 - both the purchaser and recipient of the flowers or gift must be 18 years or over.
- **WARNING:** Under the Liquor Control Reform Act 1998 it is an offence
 - To supply alcohol to a person under the age of 18 years (Penalty exceeds \$17,000)
 - For a person under the age of 18 years to purchase or receive liquor. (Penalty exceeds \$700)

User Content and Content Rules

Images uploaded by a User on cheer-box.com.au are treated as "User Content" for the purposes of these Terms.

You must not upload User Content, or otherwise deal with User Content through Cheer Box, if you do not have the right to do so. Each User shall ensure that his/her User Content, and his/her and our use of it, does not:

- infringe anyone's copyright; in particular, you must ensure that you either own the copyright in an Image that you upload to Cheer Box or that you are fully licensed by the copyright owner to upload the Image and to make any subsequent use of it;
- infringe anyone's privacy or data protection rights; in particular, you must ensure you have the right to depict any person who appears in an Image that you upload to Cheer Box and to authorise the subsequent use of it;
- infringe any other rights, such as a trade mark, of any person or entity or a duty owed to any person or entity, such as a duty of confidentiality; contravene any applicable law (including, without limitation, any criminal law) or regulation;
- include anything that is false, inaccurate, misleading, offensive, abusive, threatening or defamatory, or that might cause needless annoyance, inconvenience or distress to any person;
- misrepresent the User's identity in any way or impersonate any person;

- contain material which is pornographic, obscene, indecent or offensive, which promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, or that may incite hatred or violence against any person or group;
- harass, upset, embarrass, alarm or annoy any person;
- give the impression that it emanates from us, if this is not the case;
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

The above are our Content Rules.

Although we prohibit the uploading of Images and other User Content which infringes our Content Rules, we cannot control and do not monitor or pre-screen the use of our Site.

We may without notice cancel any Personalised Photo product order which appears to breach our Content Policy.

Present Gift Card T&Cs

- Gift cards are available in denominations of \$50, \$60, \$75, \$100, \$125, \$150, \$200 and \$250 and are redeemable on Cheer Box products only
- Gift cards can be used to cover shipping costs
- Valid for 4 years from the date of purchase
- Can be used in conjunction with other offers
- No cash alternative available
- Standard Cheer Box terms and conditions also apply

Promotion Terms and Conditions

‘Discounts and offers’

These Terms and Conditions govern all Cheer Box discounts and promotions. Participation in a Cheer Box discount or promotion is deemed acceptance of these Terms and Conditions. Any purchase not complying with these Terms and Conditions is invalid.

Eligibility

1.1 The promotional discount is available to individual purchasers only. It is not applicable to institutional or trade purchases.

1.2 The promotional discount is only valid for purchases made online via www.cheer-box.com.au

1.3 Promotional discount codes can only be used once per individual. Only one promotional discount code can be used per order.

1.4 A promotional discount code cannot be used:

1.4.1 after an order has been placed; or

1.4.2 in conjunction with any other offer or discount

1.5 Promotional discounts are:

1.5.1 only available while stocks last;

1.5.2 non-transferable, not for resale, and not redeemable for cash; and

1.6.3 only valid for one use per customer

1.7 Cheer Box reserves the right to withdraw, amend or cancel a discount offer at any time.

Promotion Terms

2.1 Cheer Box reserves the right to withdraw any promotion codes or offers at any time and without notice.

2.2 All promo codes exclude Cheer Box loves items and cannot be used in conjunction with codes or offers.

General

3.1 Cheer Box will not sell your personal information to others or release it to others without your prior consent, and will only use your personal data as outlined in our privacy policy.

3.2 Cheer Box reserves the right to amend these Terms and Conditions at any time. Any revised version will be effective immediately that it is displayed on this website.

3.3 In the event that these Terms and Conditions are translated into any language other than English, the terms of the English Language version shall prevail in the event of any conflict.

Prizes, Giveaways & Substitutions

4.1 If the prize specified by Cheer Box in a giveaway is not available for any reason at the time of sending, we will substitute the prize for a product of equal or greater value, decided by Cheer Box.

4.1.1 This includes but is not limited to:

- If the recipient lives outside of our delivery areas.

Promoter's Details

5.1 The Promoter is Ashlea McGlynn T/as Cheer Box, having its registered office at 1 Opportunity Close, Delacombe, VIC.

5.2 These Terms and Conditions shall be governed by the law of Victoria, Australia.

Cheer Box Rewards

- Customers who hold an account on cheer-box.com.au are eligible to receive Cheer Box rewards as part of their membership.
- Rewards are credited to the user's account when various activities and engagements occur on our website. These activities include, but are not limited to:
 - a. Registering
 - b. Having a birthday
 - c. Placing an order
 - d. Placing multiple orders in a set timeframe
 - e. Referring a friend to register
 - f. Leaving a product review
- Reward points can be converted to a redeemable monetary value which is shown in the user's account and can be accessed when checking out to form part of the payment reconciliation.
- Reward points cannot be distributed to other members of the website.
- When a user closes their membership with Cheer Box and there are still points in their account, these points will be offered to the customer as a physical monetary voucher which is equivalent to the value of the points. Should the customer not want these points, they will be eliminated from our site.
- A small mailing fee may apply to send a physical voucher to the customer, should they wish this. This fee will be deducted from the value of their points balance before sending.
- Standard Cheer Box Terms and Conditions also apply