

AMEX POP Merchandise Programme Terms and Conditions

These terms and conditions govern the use of the AMEX POP Merchandise Programme, (www.amexpop.com) currently run by Zinc Pty Ltd. and the purchase of any goods from it.

1.1 Scope

By accessing, browsing or using this website you acknowledge and agree to be bound by these terms and conditions. Zinc Pty Ltd (ABN 52 683 847 160) Zinc Pty Ltd reserves the right to amend or update the terms and conditions at any time without providing notice to you. A reference to Zinc Pty Ltd in these terms and conditions includes its related bodies corporate and any of its directors, officers, employees, consultants and shareholders.

1.2 Disclaimer

The information and ideas contained on the website are provided in good faith and, to the best of Zinc Pty Ltd.'s knowledge, are accurate and current. However, Zinc Pty Ltd does not make any representation or warranty as to the accuracy or completeness of that information or those ideas (including any information or ideas provided to this website by third party suppliers). Zinc Pty Ltd disclaims all representations and warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for purpose and non-infringement of intellectual property rights. For the avoidance of doubt, Zinc Pty Ltd does not warrant that this website or any information or ideas contained on it or any goods or services sold by it will meet your requirements or be fit for a particular purpose.

1.3 Copyright

Copyright in this website is owned by Zinc Pty Ltd. Material or information on the website comprises copyright material, trademarks and registered trademarks ("**intellectual property rights**") which are the property of Zinc Pty Ltd and third parties. Those intellectual property rights may only be used by you for the purposes of browsing the website and acquiring goods and services from it.

1.4 Virus Warning

All care is taken to ensure that the website and Zinc Pty Ltd.'s data transmissions are free from viruses. However, it is your responsibility to scan any such data for viruses.

1.5 Product Information and Pricing

Prices of goods and services and delivery fees displayed on the website are current at the time of display. Such amounts are subject to variation without notice. We will always attempt to be as accurate as possible with our product descriptions and pricing. However, we are unable to warrant that such information is accurate, complete, reliable, current or error free.

1.6 Placing Orders

Orders will not be despatched until payment in full has been received and Zinc Pty Ltd is satisfied with the integrity of the order. You agree to provide Zinc Pty Ltd with current, complete and accurate information (including your name, address and email address when placing an order. Should you enter the wrong address, Zinc will not re-send the order to the correct address at our expense. Placement of an order by you constitutes an offer to enter into an agreement with us. We will email you a Tax Invoice/Order confirmation for the sole purpose of confirming the details of your order.

1.7 Cancelling Orders

We reserve the right to cancel orders at our sole discretion at any time. In those circumstances, we will not be held liable for any loss or damage incurred by you arising out of in connection with the exercise of these rights.

If you need to cancel an order, please contact us immediately on the Global Service Team:

- For Australia - 1300 363 614 (Monday to Friday, 8am – 6pm AEST)
- For New Zealand - 0800 800 855 (Monday to Friday, 9am – 6pm)

Our agreement with you only comes into existence once we have both confirmed your order and your payment has been successfully processed. Once we have accepted payment for an order, cancellation of the order is within our sole discretion.

1.8 Delivery

We will provide you with an estimated date for delivery of all goods. While we make every effort to deliver by this time, all dates specified are estimates only. If an order does not arrive by the due date, we will lodge enquiries with the courier to ensure that delivery occurs as soon as possible.

We will not be held liable for any loss or damage resulting from late delivery. You acknowledge and agree that late delivery does not constitute a breach by us of our agreement and does not entitle you to cancel an order.

Please note that if an item has been lost in transit, we will not despatch a replacement item immediately. Replacement items will only be despatched at our discretion.

We will not accept liability for any loss or damage arising from items lost, stolen or damaged after delivery has taken place

1.9 Returns and Exchanges

If you wish to return an item simply because you change your mind we will exchange or refund provided you return it within 14 days from the date of purchase, unworn and in its original condition with labels attached and with our original invoice. Sale items will only be exchanged not refunded provided you return it within 14 days from the date of purchase, unworn and in its original condition with the labels attached and with our original receipt.

Zinc Pty Ltd is not legally obligated to give refunds off the purchase price on items or exchange them simply because you have changed your mind about the purchase.

However, under our 'change of mind' policy, if you simply change your mind we do offer a refund, exchange of value equivalent to the purchase price for most items provided that:

- a) You return the item within 14 days from the date of purchase; and
- b) The item is unworn and in its original condition; and
- c) All original labels are attached to the item; and
- d) You provide the Tax Invoice as proof of purchase.

Our customers are entitled to a refund if the item is faulty, not of merchantable quality or not fit for its purpose. Our policy under these circumstances is:

You (the customer) are entitled to a refund for items you purchase if the item is:

- a) Faulty and the fault or defect was not pointed out to you before you purchased it or would not have been apparent to you when you inspected the goods before purchase; or
- b) Not 'of merchantable quality', meaning that it is not of the quality that you reasonably expected when you purchased it, bearing in mind the way the item was described to you before your purchase and also the price of the item; or
- c) Not fit for its purpose, meaning that the item does not do what you reasonably expected it would;

and you return the item within a reasonable time after purchase and provide proof of purchase. If you do not return the item within a reasonable time, you will not be entitled to a refund at the purchase price but you will be entitled to exchange the goods or have them repaired.

Zinc Pty Ltd reserves the right to ask you to demonstrate that you did not cause or create the fault in the item.

If you are entitled to a refund but you would prefer to exchange the item, we are happy to do this for you.

Should you wish to exchange the item for an alternative size or colour, please enclose with your goods a postage paid, self-addressed bag (Australian residents only). Please note: all postage costs will be covered by the customer. If the same item is no longer available, a refund will be provided crediting your original method of payment.

Please note that we do not offer exchanges for international customers, however we will gladly refund your purchase to your original method of payment provided all of the Refund Policy conditions are met.

1.10 Privacy Policy

Please see our Policy Page for further information.

1.11 Indemnity

You agree to indemnify Zinc Pty Ltd against any and all claims, loss or damage (including without limitation any claims by third parties) that it may incur arising out of or in connection with a breach of this agreement by you or any user of your account, your use of this website or the placement or transmission of any information on this website by you or any users of your account. Limitation of Liability Zinc Pty Ltd.'s maximum liability in connection with any goods or services supplied to you will, to the maximum extent permitted by law, be limited to:

- In respect of goods, the replacement or repair of the goods, the supply of equivalent goods, the cost of replacing or repairing the goods or the cost of obtaining equivalent goods; and
- In respect of services, the re-supply of the services or the cost of re-supplying the services.

Zinc Pty Ltd will not be liable for any indirect, special or consequential damage including (but not limited to):

- Any loss of use, profits, data or other intangibles, damage to goodwill or reputation arising out of or in connection with the use, inability to use, performance of failure of this website; or
- Damages for product liability, personal injury or negligence resulting from the use of goods or services supplied to you, or on behalf of you, through the website.