

TERMS AND CONDITIONS

ABOUT OUR TERMS AND CONDITIONS

In these terms and conditions "we" and "us" means Sportsmagic ABN 87 877 639 563 and "you" means you the customer. Your use of this website along with your order(s) constitutes your agreement to follow these rules and to be bound by them. Please take a few minutes to review these Terms and Conditions. If you do not agree with any of these Terms and Conditions, do not use this web site.

Sportsmagic reserves the right to amend the Terms and Conditions at anytime and without notice to you. As such, you should check these terms and conditions from time to time for such changes.

SALES

We only sell and deliver products within Australia.

CAPACITY

The products on this website are only available for sale to individuals who are over the age of 18 (eighteen) years and therefore able to enter into a legally binding contract. By accepting these Terms and Conditions you acknowledge that you are over the age of 18 (eighteen) years.

ORDERS

Any Order(s) placed by you on this website is an offer by you to purchase the Products you have selected for the price, including any delivery and other charges and taxes, specified on this website based on these Terms and Conditions. No information on our website constitutes or should be deemed as an offer by us to supply any Products; however Sportsmagic will endeavor to supply Products to you. Sportsmagic reserves the right to accept, refuse or cancel your offer for any reason, including, without limitation, the unavailability of any Product, or an error in price or the product description posted on this website. If we cannot process or accept you Order after payment is received we will contact you via email.

We will notify you that you order is being processed by sending you an order confirmation and tax invoice via email, however your contract with Sportsmagic only becomes valid when it forwards confirmation of receipt of your order and payment.

Please note once an order has been put through, Sportsmagic does not permit for the cancellation nor the amending of your order under any circumstances. We advise you strongly to please choose carefully before placing your order, especially with regards to sizing and measurements.

GST

Sportsmagic purchases include GST unless otherwise stated

PRICES

Sportsmagic aims to offer our customers the best price and value for money. Prices of products and services and delivery and any other charges displayed on this website are current at the time of listing but may change at any time and are subject to availability.

DELIVERY

DELIVERY TIME OF YOUR PRODUCTS

Your order will be shipped to anywhere in Australia usually within 10 working days after payment has been confirmed. Please note if an item is not in stock and has to be ordered from the manufacturer you will be notified within 48 hours via email and delivery may be delayed by approximately 3-5 days. Once your order has been dispatched, we will email you confirmation along with your tracking number.

All of our orders are delivered either via courier service or Australia Post **eparcel**. When orders are dispatched through Australia post **eparcel** a tracking number is generated, which is emailed to you at time of dispatch, and can be used to track your parcel thereafter. If required please refer <http://www.eparcel.com.au> and input your tracking number.

If order is dispatched via courier service then you will receive the carrier's details and their estimated delivery time to your door.

Sportsmagic makes every effort to deliver your order according to the estimated delivery times provided. The estimated delivery times are in business days (Monday-Friday), excluding Australian public holidays. Please note that we cannot guarantee that we will deliver within the delivery times estimated as there may be unforeseen circumstances beyond Sportsmagic's control. If your product has not arrived after the estimated delivery time please [contact us](#). If you live in an area that is considered difficult to access or poorly serviced by Australia Post/couriers, then we may not be able to deliver to you. In these cases we will offer you a FULL refund.

We will deliver your product(s) straight to your door, i.e., the address indicated on your order confirmation. If no one is available to receive the delivery, Australia Post will leave a card stating that your item is ready for pickup from your local post office. Where delivery is via a courier, they will leave a card requesting you telephone them to arrange a suitable time and date for delivery. It is the customer's responsibility to follow-up with Australia post or the freight company in response to attempted delivery cards left.

In the unlikely event a product is returned to Sportsmagic, the parcel will not be re-dispatched until postage has been repaid by the customer. Sportsmagic in this instance reserves the right to withhold this parcel until such payment is received. Customer does not have the option to cancel their order.

COST OF DELIVERY

The cost of delivery can vary depending on the weight of your order, the destination and the customer's timing requirements. The delivery costs will be clearly stated on your order confirmation prior to an order being finalised

REFUNDS

No refunds, credits or replacements are offered if you have changed your mind, made an incorrect choice, or failed to verify and accurately provide information when placing an order.

DEAD ON ARRIVAL (DOA) PRODUCTS

A Sportsmagic product is deemed DOA if the product shows symptoms of failure, or is discovered to be damaged or broken, when first unwrapped from its packaging.

A Sportsmagic representative will determine whether the product is DOA, and if so a replacement product will be arranged at the expense of Sportsmagic. Refunds will ONLY be offered where a replacement product is not available.

If the product is determined NOT DOA, Sportsmagic reserves the right to refuse to replace the product, or offer any refund.

When a product is replaced then the DOA product becomes Sportsmagic's property and the new product is the customer's property.

When a refund is given, the DOA product is Sportsmagic's property.

ORGANISING RETURN AUTHORISATION NUMBER (RAN)

When a Sportsmagic official determines whether a product is DOA, you will be issued a RAN via email.

Returns to Sportsmagic will only be accepted if an RAN has been issued. Sportsmagic requires you to have a RAN for both replacements and refunds.

All the RAN products returned must be packed in the original packaging, unmarked, including any and all original accessories, manuals documentations and registrations delivered with the product.

ORGANISING REPLACEMENTS FOR DOA PRODUCTS

Sportsmagic will email you the RAN which must be affixed to the product on its return.

If product was received via Australia Post **eparcel** then you may leave this parcel at any Australia Post Office.

Where you have received the product via courier service, we will make arrangements with our courier service for collection of the product, and will notify you of when they will collect the Product from you.

REPLACEMENT

Where a replacement has been arranged for the same product that you ordered, it will be delivered to you at our expense after we have received your DOA product.

REFUND

If a refund has been granted it will be issued through the same payment medium in which your original payment was made with Sportsmagic.

No refund will be given without the return of the DOA product.

FAULTY PRODUCTS AFTER DELIVERY

If goods are found to be faulty after delivery and a valid claim is received by Sportsmagic within 7 days of delivery, Sportsmagic will exchange the product where possible or refund you the purchase price of the product. Should you contact us outside of this 7 days then Sportsmagic will consider each claim on a case by case basis.

Where Sportsmagic agrees to replace the product or refund you the purchase price you must first return the faulty product to us. You will be responsible for the postage/freight charges for the return of the product if the product is sent after the 7 days from dispatch.

We will make arrangements with you for the return of the faulty product.

If the goods are found not to be faulty, you will be contacted via email. In this case you will incur both the costs of returning the item to Sportsmagic and the re-delivery to you, the customer

MANUFACTURERS ONLY WARRANTY

Some products that are sold on our website come with a manufacturer's warranty. These products are the liability of the manufacturer or supplier, if they are deemed to be faulty or DOA. For a quicker response Sportsmagic advises that you contact the manufacturer/supplier first for the replacement or

repair of the item under the warranty terms. However if the manufacturer fails to comply, Sportsmagic will replace the product or issue a refund for the purchase price.

OUR LIABILITY

Sportsmagic should not be liable for any loss of income, loss of profits, loss of contracts, loss of data, or for any indirect or consequential loss or damage of any kind howsoever arising, and whether caused by tort (including negligence) breach of contract or otherwise.

Our maximum liability for any product supplied to you whether in contract, tort (including negligence) or otherwise will not exceed the amount payable by you to us in respect of the product(s) in question

CREDIT CARD FRAUD

Sportsmagic employees the latest and safest Secure Sockets (SSL) technology software for all transactions with our customers. However Sportsmagic will not be held responsible for any damages, consequential losses, whether direct or indirect, if the customer's sensitive credit card information is compromised.

FORCE MAJEURE

Sportsmagic will not be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond our control. If such a delay is caused by such circumstances beyond our control we reserve the right to a reasonable extension of time for the performance of such obligations

APPLICABLE LAW

These Terms and Conditions shall be governed by the laws of New South Wales, Australia and shall be subject to the non-exclusive jurisdiction of the courts of New South Wales

CORRECTION OF ERRORS

Sportsmagic makes every effort to present accurate and current information on our website, however the information may contain typographical errors or inaccuracies. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice, (including after you have submitted your order). Please note such errors, inaccuracies or omissions may relate to (but not limited to) product description, pricing and availability.

MISCELLANEOUS

These Terms and Conditions will not be assignable or transferable by you without the prior written consent of Sportsmagic.

The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity and enforceability of any other provisions of these Terms and Conditions, all of which will remain in force and effect.

Under the Trade Practices Act 1974, where implied conditions and warranties cannot be excluded, any liability on Sportsmagic for breach of such a conditions or warranties (other than a condition or warranty implied by section 69 of the Act) shall be limited at the option Sportsmagic, to the replacement of the product(s), or the resupply of the same Product(s): the payment of the cost of replacing the Product(s) or of acquiring equivalent Product(s).

Neither our failure or your failure to enforce any of the Term or Condition constitutes a waiver of such a Term or Condition. Such failure shall, in no way, affect the right to later enforce such Term or Condition.

Sportsmagic reserves the right to change the Terms and Conditions of sale at anytime. No Sportsmagic employee or agent has the authority to vary any of the Terms and Conditions governing any sale.

PRIVACY POLICY SPORTSMAGIC

Sportsmagic.com.au is committed to protecting your privacy and we make it our absolute priority. We use the information we collect about you to process your order(s) and to provide you with the most enjoyable shopping experience.

When you place an order(s), we need to know your name, email address, billing and mailing addresses, credit card number, and expiration date. This information is necessary to complete your order and to notify you of your order status.

We may also use your personal information to provide you with information about other services offered by us. If you would prefer not to receive promotional or other material from us, please let us know and we will respect your request.

Your orders are processed through the use of a secure server. The fully secure server software encrypts all information you input before it is sent to us. All of the customer data we collect is protected against unauthorised access.

Sportsmagic.com.au does not sell trade or rent your personal information to others. Sportsmagic may only release such information when we believe, in good faith, that such a release is necessary to:

- (A) Comply with law
- (B) Is permitted under the Privacy Act
- (C) To protect the rights, property or safety of Sportsmagic.com.au, our users, or others.

We are bound by and comply with the National Privacy principles as provided in the Federal Privacy Act 1988. By using our website you consent to the collection and use of this information by Sportsmagic.com.au. If we decide to change our policy, we will post those changes on our website Sportsmagic.com.au so that you are aware of what information we collect, how we use it and under what circumstances we disclose it.