

Go Get Em
Life-changing fun
admin@gogetemofficial.com
www.gogetemofficial.com
Facebook, Instagram, Twitter: @gogetemofficial

Definitions and Disclosures

- 1. "Go Get Em" is a) a business venture, and b) the name of the core product of that business venture, that is owned, operated and managed by ALIVE IMPACT (ABN: ABN: 2050 379 3471). ALIVE IMPACT is an Australian Business Name registered as a Sole Trader.
- 2. The "Go Get Em" official website, <u>www.gogetemofficial.com</u>, has been built within, and is hosted by, Wix.com Ltd.

Customer Care, Queries and Complaints

ALIVE IMPACT takes the care of its valued customers very seriously, and will endeavour, to the best of its ability, and within the bounds of its legal obligations, to ensure the customer's satisfaction with products and/or services purchased by the customer, and with all interactions.

If a customer's experience with ALIVE IMPACT has not met their rightful expectations of the highest standards of quality and service, they are encouraged to pursue any or all of the following avenues to resolve the matter:

- 1. Contact ALIVE IMPACT through the <u>'Contact' portal of its website</u>, or via email at <u>admin@gogetem.com</u>
- 2. Research the customer's legal rights and guarantees under Australian law by visiting the Australian Competition and Consumer Commission website: https://www.accc.gov.au/consumers/consumer-rights-guarantees

Privacy and Safety

Customers may supply gogetemofficial.com with their:

- Email address, for the purpose of receiving newsletters, and/or marketing material, and/or updates directly related to a purchase they made through the store
- Name and postal address, for the purpose of receiving items purchased through the store via shipping
- Payment details, including but not limited to, credit card, paypal or bank account information.

ALIVE IMPACT shall never supply a third party with information gathered in the manner described above, for any reason. Exceptions exist only in cases where third-party mail clients are utilised by ALIVE IMPACT in the distribution of newsletters and marketing material. With the explicit permission of the customer, ALIVE IMPACT may input the customer's email address into such a mail client being used by ALIVE IMPACT for this purpose.

Return and Exchange Policy

ALIVE IMPACT adheres to the terms, guidelines and laws laid forth in the <u>Australian Competition and Consumer Commission (ACCC) handbook</u>.



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ALIVE IMPACT offers a refund or replacement policy on all products and services sold. This policy is able to be enacted by the customer without reason, within a reasonable amount of time of the date of purchase. This refund or replacement policy shall only be enacted in cases meeting all of the criteria listed below.

Please note that ALIVE IMPACT keeps records of all products produced, sold and shipped. These records include photos of sold products at the time of ALIVE IMPACT's commencement of shipping them.

Criteria for seeking a refund or replacement:

- The product must not have been damaged in any way by the customer, or whilst in the customer's possession. Damage by the customer or by the customer's loaning of the product to a third-party, including but not limited to, wear and tear, spillage, or destruction, does not constitute a valid reason for seeking refund or replacement of the product purchased from ALIVE IMPACT.
- Damage as a result of the shipping process shall be referred to, and resolved by, the shipping company in question. ALIVE IMPACT accepts no liability for any damage caused to products at any stage during the process of shipping. Should the customer's concern be related to a product's shipping, please refer to ALIVE IMPACT's Shipping Policy, detailed below.

Enacting the refund or return policy

- 1. The customer shall contact ALIVE IMPACT by correspondence, detailing:
 - a. The date of their purchase.
 - b. Their order number, if they have it.
 - c. The specific concern with the order that has caused them to seek a replacement or refund.
 - i. Should the concern be related to a product's shipping, please refer to ALIVE IMPACT's Shipping Policy, detailed below.
 - d. If the concern is related to the nature of the product itself, the customer should include a photo of the product's component that raises the concern.
 - e. If the concern is related to any of the customer's dealings with ALIVE IMPACT via correspondence or otherwise, please see the Customer Care, Queries and Complaints section above. When contacting ALIVE IMPACT in regards to such a concern, the customer should include a copy of the item of correspondence or communication in question, and refer specifically to the sections concerning the customer.
- 2. ALIVE IMPACT shall seek to resolve the situation with the customer by offering any of the following, at ALIVE IMPACT's discretion. The specific enactment of resolution shall be decided upon by ALIVE IMPACT. Whilst the customer may offer suggestions as to reasonable measures ALIVE IMPACT might take to resolve the matter, the final offer in such a case shall be decided by ALIVE IMPACT.
 - a. Where reasonable and applicable according to the terms and conditions within this Store Policy, ALIVE IMPACT may offer the customer a replacement or refund of their original purchase.



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- b. Where reasonable and applicable according to the terms and conditions within this Store Policy, ALIVE IMPACT may offer the customer a discount on a future purchase.
- 3. Upon the customer's agreement with an offer of resolution from ALIVE IMPACT:
 - a. ALIVE IMPACT shall fulfill the agreed offer.
 - In the case of a replacement, the product's shipping shall be inititated by ALIVE IMPACT within 10 business days of the resolution agreement.
 - ii. In the case of a refund, ALIVE IMPACT shall liaise with the customer about an appropriate way in which to transfer the funds to the customer.
 - b. No further acts of resolution shall be sought by the customer, nor by ALIVE IMPACT.
- 4. Should the customer not agree to any of the resolutions offered by ALIVE IMPACT, please see the "In the event of a dispute" section below.

Shipping Policy

- 1. ALIVE IMPACT shall commence the shipping of any product purchased through the "Go Get Em" website within 10 business days of the order being processed.
- 2. Issues related to shipping, included but not limited to, delays or damage resulting from the shipping process, are to be referred directly to the shipping company in question. ALIVE IMPACT shall not be held liable for issues arising from the fulfilment of an order's shipping to the customer.
- 3. Delays in shipping, nor destruction or damage during the shipping process, do not constitute a valid reason for seeking replacement or refund of the product purchased from ALIVE IMPACT.
- 4. In the event of the product having been damaged or destroyed during the shipping process, ALIVE IMPACT shall assist the customer in their enquiries with the shipping company in question, within the bounds of ALIVE IMPACT's legal obligations, and insofar as ALIVE IMPACT is reasonably able to assist.

Payment Methods

The customer has the right to provide payment with any form of legal tender supported by the "Go Get Em" online store. Payment must be made in Australian Dollars (AUD).

Pickup Service

ALIVE IMPACT offers a pickup service exclusively within the Perth, WA metropolitan area – within a 20km radius of the CBD. Arrangements to pick orders up shall be initiated either: a) indicating so in the checkout of the online store, or b) by emailing admin@gogetem.com.

To fulfil the pickup service, ALIVE IMPACT shall arrange with the customer to meet in a public place during business hours, convenient for both parties to access.



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Warranties

ALIVE IMPACT adheres to the terms, guidelines and laws laid forth in the <u>Australian</u> Competition and Consumer Commission (ACCC) handbook.

ALIVE IMPACT is not legally obligated to offer a warranty on products and services sold. The "Go Get Em" card game's design, construction and materials used make it vulnerable to wear-and-tear as a result of its usage. This is an inherent quality of the product's design, and is unable to be remedied by any action that ALIVE IMPACT could reasonably take.

Wholesale Inquiries

The "Go Get Em" card game is able to be purchased with the intent of re-selling. ALIVE IMPACT reserves the right to offer this to interested parties at its own discretion.

Becoming a distributor of the "Go Get Em" card game involves signing a separate distribution contract with ALIVE IMPACT. The distribution contract may be viewed by request to admin@gogetem.com.

In the event of a dispute

In the event of a dispute between ALIVE IMPACT and the customer in the fulfillment of these terms and conditions, the following process shall be enacted. If the dispute is resolved within a given step, no further action of resolution shall be sought. If a given step fails to resolve the dispute, a cooling-off period of 48 hours shall be enacted, during which the parties are prohibited from contacting one another. At the completion of the cooling-off period, communication may resume, and arrangements made for the next step in the process.

- 1. The parties shall attempt to resolve the dispute by private correspondence.
- 2. ALIVE IMPACT may offer to speak to the customer personally, or by audio call. ALIVE IMPACT reserves the right to offer or withhold this step at its own discretion.
- 3. The parties shall attempt to resolve the dispute by consultation with a law firm. The law firm shall be hired by the customer, at the customer's expense.
- 4. The parties shall attempt to resolve the dispute by mediation through a small claims court.
- 5. The parties shall attempt to resolve the dispute by appearing before a magistrate of a small claims court.