



CARMAN'S KITCHEN TABLE WEBSITE TERMS AND CONDITIONS

INTRODUCTION

These terms and conditions (Terms) govern your use of this website and any connected services delivered by email that are provided by Carman's Fine Foods Pty Ltd (together referred to as the Services). By using the Services, you will be deemed to have read, understood and accepted these Terms.

In these terms, "we" or "us" means Carman's Fine Foods Pty Ltd ABN 37 109 604 202 of 4 Bricker Street, Cheltenham Victoria 3192

CHANGES TO THESE TERMS

We may make changes to these Terms from time to time and these changes will become effective as soon as they are posted on the Services. By continuing to use the Services you will be deemed to accept these changes. If you disagree with the Terms, or any revisions of them, please discontinue your use of the Services.

ELIGIBILITY

Australian residents aged 18 years and older are eligible to register and participate in the Carman's Kitchen Online Community.

Registration is not permitted by any person who works for:

1. an advertising agency or someone who is involved in advertising in anyway
2. a company involved in public relations or marketing
3. a company that makes or sells snack foods
5. a company that makes or sells breakfast cereal
6. a market research company

If after you register with us you become ineligible to participate, you must immediately advise us and cancel your registration. We reserve the right at all times to cancel the registration of any member who we reasonably believe does not satisfy our eligibility criteria outlined above.

INFORMATION AND AVAILABILITY

While we take every care to ensure that the information provided by the Services is accurate and complete, some of it may be supplied to us by third parties and where that is the case we are often unable to check its accuracy or completeness. You are advised to verify the accuracy of any information before relying on it.

We will do our utmost to ensure that the Services will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet this cannot be guaranteed. Your access to the Services may also be suspended or restricted occasionally to allow for repairs, maintenance, or the introduction of new facilities or services. We will always try to limit the frequency and duration of any disruption.

The Services are provided on an "as is" basis without any warranties of any kind, and to the fullest extent permitted by law we will not be liable for any inaccuracy or omission in the information provided by the Services or any interruptions in availability of the Services.

CONTRIBUTIONS PROVIDED BY YOU

The website may from time to time invite you to comment on articles and join in webchats and to participate in surveys, discussions and product studies. We may also use your contributions as testimonials on our website. By contributing you are granting us a worldwide, non-exclusive, perpetual, royalty-free licence to store your contributions on our servers and to display the contributions on the Services in the manner set out in these terms and conditions.

Contributions become our intellectual property. If your contribution contains a new product idea, you acknowledge and agree that we may develop any new product based on your contribution without any liability to you.

We can't promise that we will use all contributions provided to us.

We want to keep the websites clean and friendly. Please do not submit contributions that are offensive, racist, harassing, illegal, misleading, abusive, defamatory, obscene or otherwise objectionable. We do our best to monitor and moderate contributions but we cannot monitor them all and you therefore could be at risk yourself if you contribute anything objectionable. As you might expect we reserve the right to take down any contribution that breaches any of the above rules, and we may be obliged to pass copies to appropriate authorities. We reserve the right, among other things, to suspend or terminate your access to the Services if you are in breach of these Terms, for example by submitting contributions that are unsuitable.

COMPUTER VIRUSES

We will use reasonable endeavours to ensure that the Services do not contain or spread any viruses or other malicious code. However, we recommend that you ensure that your home computer runs up-to-date anti-virus software just in case, and you should virus-check all materials downloaded from the Services and regularly check for the presence of viruses and other malicious code. We are not be liable for any sort for any damage or loss caused by viruses or other malicious code originating or contracted from the Services

INTELLECTUAL PROPERTY

The copyright and all other rights in and to the Services and all the content featured on the Services from time to time are owned by us or our licensors. As a user of the Services, you may store, print and display that content solely for your own personal use. You may not publish, manipulate, distribute or reproduce any of that content in any way, nor may you use any of that content in connection with any business or commercial enterprise. In addition, you may not include a link to the Services or display the contents of the Services surrounded or framed or otherwise juxtaposed or associated with other material in any manner without our prior written consent.

The trade marks on this website are owned by or licensed to us and used with permission. No license or consent is granted to you to use these trade marks in any way, and you agree not to use these trademarks without our prior written permission.

CONFIDENTIALITY

From time to time, we might share new product ideas or other commercially sensitive information about our product range with you. Where this happens, you agree that you will not disclose that information to any third party without first obtaining our prior written consent.

You acknowledge that if you breach our confidentiality, damages are not a sufficient remedy, and we are entitled to make a claim in Court for specific performance, injunctive relief and any other remedies available at law or in equity as a remedy for any breach or threatened breach of confidentiality.

LIABILITY

Except as specifically set out in these Terms, all conditions, warranties and representations expressed or implied by law are hereby excluded.

We are not responsible or liable for events beyond our direct control. Because of the complex and constantly changing nature of our technology and business, we cannot guarantee nor do we represent that our performance will be error free.

We shall not have any liability to you for any costs, expenses, damages and any other liabilities however arising, including as a consequence of your usage of the Services or the release of your personal information in accordance with our Privacy Policy.

Notwithstanding the above, nothing in this paragraph "Liability" limits or excludes our liability for any matter for which it would be illegal for us to limit or exclude, or attempt to limit or exclude, our liability.

INDEMNITY

You agree to indemnify and keep us indemnified against any damage, loss, liability or cost incurred by us resulting from any breach of these Terms by you or any claims or legal proceedings brought or threatened against us as a result of your use of the Services.

GENERAL

In the event that any term of these Terms is held to be invalid or unenforceable, the remainder of these Terms will remain valid and enforceable.