

Terms and Conditions

As a condition of using this website, you agree to comply with and be subject to all of the following terms and conditions of use.

Ordering via Domea Website

When placing an order with Domea via the website, you confirm that all the details that you have provided in completing the order and offer to purchase are true and correct.

Delivery

In these terms, "deliver" and "delivery" of products include collection of them under our Pick Up facility.

Personal Information

Domea Pty Ltd (ABN 77 159 767 843) collects your personal information when you place an order. Our Privacy Policy provides details of how Domea Pty Ltd collects, uses and discloses your personal information, how you can access your personal information or raise a complaint about the management of your personal information.

Address for delivery

You agree that the address to which we may deliver is the address you gave for delivery as part of your order or any other address we may subsequently agree to accept as the delivery address.

We will not deliver unless all requested delivery details are given when you place your order.

Delivery pre-conditions

You agree that we may rely on any person who is at the address you gave for delivery, and who takes receipt of your ordered products, as being authorised for that purpose.

We will not deliver your order if we consider any delivery circumstances may be unsuitable for any reason, including because any likely recipient of the ordered products appears to our delivery personnel to be under the influence of alcohol or drugs.

We may not deliver your order if any of our requests for verification (such as proof of identity or age) are not met.

Delivery times

We will endeavour to deliver within the times nominated and paid for by you at the time of your order. You accept the risk that occasionally, due to circumstances which we have not foreseen, delivery times may be longer than times nominated and paid for by you.

Delivery returns/non-collection

If having commenced delivery of your order, we return any ordered products to our store or our storage site (or in the case of Pick Up orders, any of your ordered products are not collected as close to the selected collection timeframes post receiving confirmation that your order is ready), while we will refund the amount paid by you for those products (in the absence of an arrangement with you for re-delivery), you agree that we may deduct an amount from this refund amount on account of the costs incurred by us in returning the relevant products to our store or storage site. You agree that we may make such deduction where we were unable to deliver due to circumstances beyond

our reasonable control (including because of the wrong address appearing to us to have been given) or where we did not complete delivery because of any of the "Delivery pre-conditions" above not being met.

You may email us about any non-delivery or Pick Up collection matters by using the Contact us facility on sportsbeer.com.au.

Cancellations By us

We may cancel your order before delivery in whole or in part. We may do this even if we have received payment from you or sent you a tax invoice. In the case of Pick Up orders, we may make such cancellation before collection of the ordered products. Any such cancellation shall be by giving you such reasonable cancellation notice as we are able to provide via any of the contact details we have for you. The circumstances in which we may cancel your order are if:

1. any of the ordered products are not available;
2. there was any error in the description of any ordered products or their price as advertised by us;
3. your order is in breach of these or any other relevant terms and conditions or is contrary to a person's rights or to any law; or
4. these terms and conditions (for example under "Delivery pre-conditions" above) provide that we may not deliver your order.

Cancellations By you

You agree that you cannot change or cancel an order after it has been placed. If you wish to change or cancel your order please contact our Customer Service Team as soon as possible through the Contact us facility on sportsbeer.com.au.

Delivery records

We may record all details of and incidental to deliveries. Our records may include details of the forms of verification referred to above and taking a photograph. We will only use and disclose such records for reasonable purposes, which may include proof of delivery, administration, complying with record keeping requirements under liquor licensing laws and law enforcement.

Risk

You agree that risk of loss of or damage to products appropriated to your order passes on delivery of them including where delivery is to unattended locations (such as locations which are not attended by any person or which are attended by a person who is not acting on your behalf).

Title and place of supply

You agree that title to the products you buy from us (and the place of our supply of those products to you) occurs at the place where we dispatch the products to your order. We do not supply alcohol to you at places which are not licensed under applicable alcohol licensing laws, even though such other places may be the delivery location. Immediately on us making a refund to you for any products (less any amount you have agreed we may deduct, for example under "Delivery

returns/non-collection" or "Cancellations" above) you agree that title in those products shall pass back to us.

Changes to Terms and Conditions (including delivery charges)

Domea Pty Ltd / domea.com.au terms and conditions may change or be suspended or terminated from time to time. These changes may relate, amongst other things, to our delivery charges. We will give advance notice of any such matters on aportsbeer.com.au. Continuing to use any Domea Pty Ltd facilities, including using or ordering from sportsbeer.com.au after the period of advance notice has expired will be deemed acceptance of the amended terms and conditions.

Free Delivery

Free Delivery only applies to products that display the 'Free Delivery' badge. If an order contains a combination of Free Delivery and non-Free Delivery items, normal delivery charges will be applied for products that do not display the Free Delivery badge. For Free Delivery products, please be aware that the delivery charge is not removed until the payment page of the checkout.

Offers

Receipt Offers

- Domea Pty Ltd supports the Responsible Service of Alcohol (RSA)
- Strict limit of 3 redemptions per receipt and must occur in one transaction. While stocks last.
- At this great price, no further discounts apply.

Northern Territory

If you are a Northern Territory resident or ordering this for delivery to the Northern Territory the listing of a product on our site does not constitute an offer to sell that product to you. Prior to any offer or acceptance, additional price checks will be completed and the price of the product may increase to ensure compliance with the Northern Territory Minimum Unit Price Legislation. This may change the final price calculation for your order.

Website Content

Content Terms

The materials (including all software) and services at this site are provided "as is" without warranties of any kind including warranties or merchantability, fitness for a particular purpose, or non-infringement of intellectual property. Domea Pty Ltd obligations with respect to its products and services are governed solely by the agreements under which they are provided and nothing on this Site should be construed to alter such agreements.

Domea Pty Ltd further does not warrant the accuracy and completeness of the materials, information or services at this Site.

Domea Pty Ltd may make changes to the materials and services at this Site, or to the products and services described in them, at any time without notice. The materials and services at this Site may be out of date, and Domea Pty Ltd makes no commitment to update the materials and services at this Site.

Information published at this Site may refer to products, programs or services that are not available in your country. Consult your local Domea Pty Ltd business contact for information regarding the products and services that may be available to you. Applicable law may not allow the exclusion of implied warranties, so this exclusion may not apply to you.

Disclaimer

Liability Disclaimer

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

Without excluding, restricting or modifying the rights and remedies to which you may be entitled under these consumer guarantees provisions of the Australian Consumer Law or our liabilities under those provisions:

1. You acknowledge that our sites (including this website and all mobile applications) (website) are provided "as is" and that we do not make any warranty or representation as to the suitability of the Sites, anything (including content and websites) to or from which the Sites are linked or any product for any purpose;
2. The content of the Sites and all content to or from which the Sites are linked do not constitute advice and should not be relied on in making, or refraining from making, any decision;
3. We exclude all other implied terms and warranties, whether statutory or otherwise, relating to the Sites, the subject matter of our agreement with you and all content to or from which the Sites are linked;
4. We will not be liable to you for indirect and consequential loss arising from or connected to our agreement with you in contract, tort, under any statute or otherwise (including, without limitation, for loss of revenue, loss of profits, failure to realise expected profits or savings, loss or corruption of data and any other commercial or economic loss of any kind) unless such loss arises as a result of our own negligence or wilful misconduct;
5. Risk of loss of or damage to products appropriated to your order passes on delivery of them including where delivery is to unattended locations (such as locations which are not attended by any person or which are attended by a person who is not acting on your behalf); and
6. Where we refund you the amount of your order as provided in your agreement with us (less any amount you have agreed we may deduct, for example under the "Delivery returns/non-collection" or "Cancellations" sections in our delivery terms and conditions) you agree such refund is the total amount of our liability to you for all circumstances relating to the refund.

Our liability to you for loss or damage of any kind arising out of our agreement with you 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.

Promotions

Promotional Voucher Codes

- Promotional vouchers cannot be exchanged for cash
- Used in conjunction with one another
- Re-used on another transaction, or
- Partially used across multiple orders