

Perpetuity International PTY LTD

Return, Refund and Shipping Policy

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Thanks for shopping at www.perpetuityintl.com.au/virgin

If you are not entirely satisfied with your purchase, we're here to help.

Returns

You have 30 calendar days to return an item from the date you received it.

To be eligible for a return, your item must be unused, unaltered and in the same condition that you received it.

Your item must be in the original packaging.

Your item needs to have the receipt or proof of purchase.

Refunds

Once we receive your item, we will inspect it and notify you that we have received your returned item. We will immediately notify you on the status of your refund after inspecting the item.

If your return is approved, we will initiate a refund to your credit card (or original method of payment).

You will receive the credit within a 3-5 business days, depending on your card issuer's policies.

Shipping

Due to security, we do not provide shipping for these items, your items can be collected from your selected port address within 3 business days of your purchase.

If the item was out of stock and placed on back order, we will notify you when the item will be expected for delivery.

Contact us

If you need to contact us, please contact your closest port:

For all uniform enquiries, email: uniform.hanger@virginaustralia.com

Brisbane Uniform Hanger

Virgin Australia Hangar
83/87 Pandanus Avenue, Brisbane Airport
Brisbane QLD
Australia 4008
+61 7 3622 5306

Melbourne Uniform Hanger

Level 2/T3 Melbourne Airport
Melbourne VIC
Australia 3045
+61 3 8306 7631

Sydney Uniform Hanger

Level 2/T2 (behind food court)
Sydney Kingsford Smith Domestic Airport,
Keith Smith Ave,
Mascot, NSW
Australia 2020
+61 2 8985 7466

Perpetuity International Head Office

info@perpetuityintl.com.au
+61 2 8098 0379
25.01A | Level 25 | Tower 1 | International Towers
100 Barangaroo Avenue | Sydney | NSW | 2000
AUSTRALIA

Perpetuity International PTY LTD

Website Terms and Conditions of Use

Website Terms and Conditions of Use

1. About the Website

- 1.1. Welcome to www.perpetuityintl.com.au/virgin (the 'Website'). The Website facilitates interactions between:
 - a) Virgin Australia Crew member (the '**Receiver**'); and
 - b) Perpetuity International Pty Ltd (the '**Provider**'),making it easier for the Receiver and the Provider to locate, communicate, arrange payment and deliver the services in a fast and secure manner (the '**Services**').
- 1.2. The Website is operated by Perpetuity International Pty Ltd PTY. LTD. (ABN 28 096 977 249) . Access to and use of the Website, or any of its associated products or Services, is provided by Perpetuity International Pty Ltd. Please read these terms and conditions (the '**Terms**') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of its products or Services, immediately.
- 1.3. Perpetuity International Pty Ltd reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Perpetuity International Pty Ltd updates the Terms, it will use reasonable endeavours to provide you with notice of updates of the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

- 2.1. You accept the Terms by registering for the Services and/or making any payment as required under the Terms for use of the Services. You may also accept the Terms by clicking to accept or agree to the Terms where and if this option is made available to you by Perpetuity International Pty Ltd in the user interface.

3. The Services

- 3.1. In order to access the Services, both the Receiver and the Provider are required to register for an account through the Website (the '**Account**').
- 3.2. As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - a) Email address
 - b) Preferred username
 - c) Telephone number
 - d) Password
- 3.3. You warrant that any information you give to Perpetuity International Pty Ltd in the course of completing the registration process will always be accurate, correct and up to date.
- 3.4. Once you have completed the registration process; you will be a registered member of the Website ('**Member**') and agree to be bound by the Terms.
- 3.5. You may not use the Services and may not accept the Terms if:
 - a) you are not of legal age to form a binding contract with Perpetuity International Pty Ltd; or
 - b) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

4. Your obligations as a Member

- 4.1. As a Member, you agree to comply with the following:
 - a) you will not share your profile with any other person;
 - b) you will use the Services only for purposes that are permitted by:
 - (i) the Terms; and
 - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - c) you have sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
 - d) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Perpetuity International Pty

Ltd of any unauthorised use of your password or email address or any breach of security of which you have become aware;

- e) you must not expressly or impliedly impersonate another Member or use the profile or password of another Member at any time;
- f) any content that you broadcast, publish, upload, transmit, post or distribute on the Website ('**Your Content**') will always be accurate, correct and up to date and you will maintain reasonable records of Your Content.
- g) you agree not to harass, impersonate, stalk, threaten another Member of the Website (where interaction with other Members is made available to you);
- h) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of providing the Services;
- i) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Perpetuity International Pty Ltd;
- j) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
- k) you agree that commercial advertisements, affiliate links and other forms of solicitation may be removed from Member profiles without notice and may result in termination of the Services. Appropriate legal action will be taken by Perpetuity International Pty Ltd for any illegal or unauthorised use of the Website; and
- l) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

5. Using the Website as the Receiver

- 5.1. User log's on using user name and password, select the uniform item they require and then select the payment method they prefer to use.

6. Using the Website as the Provider

- 6.1. The supplier will receive the orders and will dispatch and charge the user as per their selected payment method.

7. Payment

- 7.1. By Perpetuity International Pty Ltd offering the Services to you, you agree that:
 - a) Virgin charge or credit card payment
- 7.2. All payments made in the course of your use of the Services are made using CBA CommWeb. In using the Website, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the CBA CommWeb terms and conditions which are available on their website.

8. Refund Policy

- 8.1. Since Perpetuity International Pty Ltd is only a facilitator in introducing the Receiver to the Provider and providing a system to make safe payment, Perpetuity International Pty Ltd does not hold any liability to the Receiver directly and will not personally refund them any payments made in the use of Services.
- 8.2. Notwithstanding the above clause, if a Receiver is unsatisfied with the services provided by the Provider or believes that they may be entitled to a refund, then Perpetuity International Pty Ltd requires the Receiver to:
 - a) contact the Provider directly to request a refund; and
 - b) if contacting the Provider is not successful after fourteen (14) days, contact Perpetuity International Pty Ltd through the 'Contact Us' section of the Website outlining why you believe you are entitled to a refund so we are able to determine if the Provider should be removed from the Services.
- 8.3. If contacted by a Receiver who is requesting a refund pursuant to the above clause, the Provider agrees that it will immediately:
 - a) complete the Perpetuity International Pty Ltd refund request form (the 'Request Form') provided on the Website; and
 - b) provide both the Request Form and the email from the Receiver requesting the refund to Perpetuity International Pty Ltd.
- 8.4. If the Provider agrees to a refund it is acknowledged that the Provider will instruct Perpetuity International Pty Ltd to refund all or part of the payments made to the Receiver directly, less any fees and charges incurred by Perpetuity International Pty Ltd in processing the refund.
- 8.5. Both the Receiver and Provider agree that they will comply with the Refund Policy contained in this Clause of these Terms.

9. Copyright and Intellectual Property

- 9.1. The Website, the Services and all of the related products of Perpetuity International Pty Ltd are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Perpetuity International Pty Ltd or its contributors.
- 9.2. All trademarks, service marks and trade names are owned, registered and/or licensed by Perpetuity International Pty Ltd, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:
- a) use the Website pursuant to the Terms;
 - b) copy and store the Website and the material contained in the Website in your device's cache memory; and
 - c) print pages from the Website for your own personal and non-commercial use.
- Perpetuity International Pty Ltd does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Perpetuity International Pty Ltd.
- 9.3. Perpetuity International Pty Ltd retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
- a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.
- 9.4. You may not, without the prior written permission of Perpetuity International Pty Ltd and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided

by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

- 9.5. Where you broadcast, publish, upload, transmit, post, or distribute Your Content on the Website, then you grant to Perpetuity International Pty Ltd a non-exclusive, transferrable, perpetual, royalty-free, irrevocable, worldwide licence to broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change Your Content.

10. Privacy

- 10.1. Perpetuity International Pty Ltd takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Perpetuity International Pty Ltd.'s Privacy Policy, which is available on the Website.

11. General Disclaimer

- 11.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations, or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 11.2. Subject to this clause, and to the extent permitted by law:
- a) all terms, guarantees, warranties, representations, or conditions which are not expressly stated in the Terms are excluded; and
 - b) Perpetuity International Pty Ltd will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 11.3. Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Perpetuity International Pty Ltd make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Perpetuity International Pty Ltd) referred to on the

Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
- b) the accuracy, suitability, or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
- c) costs incurred as a result of you using the Website, the Services or any of
- d) the products of Perpetuity International Pty Ltd; and
- e) the Services or operation in respect to links which are provided for your convenience.

11.4. You acknowledge that Perpetuity International Pty Ltd Website and the Services are only intended to facilitate the interactions between the Receiver and the Provider and does not offer any services other than the Services and Perpetuity International Pty Ltd holds no liability to you as a result of any conduct of the Members or the misuse of Your Content by any party (including other Members).

12. Limitation of Liability

12.1. Perpetuity International Pty Ltd.'s total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.

12.2. You expressly understand and agree that Perpetuity International Pty Ltd, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

12.3. You acknowledge and agree that Perpetuity International Pty Ltd holds no liability for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you as a result of providing Your Content to the Website.

Perpetuity International PTY LTD

Privacy Policy

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1. We respect your privacy

- 1.1. Perpetuity International Pty Ltd respects your right to privacy and is committed to safeguarding the privacy of our customers and website visitors. We adhere to the Australian Privacy Principles contained in the *Privacy Act 1988 (Cth)*. This policy sets out how we collect and treat your personal information.
- 1.2. "Personal information" is information we hold which is identifiable as being about you.

2. Collection of personal information

- 2.1. Perpetuity International Pty Ltd will, from time to time, receive and store personal information you enter onto our website, provided to us directly or given to us in other forms.
- 2.2. You may provide basic information such as your name, phone number, address, and email address to enable us to send information, provide updates and process your product or service order. We may collect additional information at other times, including but not limited to, when you provide feedback, when you provide information about your personal or business affairs, change your content or email preference, respond to surveys and/or promotions, provide financial or credit card information, or communicate with our customer support.
- 2.3. Additionally, we may also collect any other information you provide while interacting with us.

3. How we collect your personal information

- 3.1. Perpetuity International Pty Ltd collects personal information from you in a variety of ways, including when you interact with us electronically or in person, when you access our website and when we provide our services to you. We may receive personal

information from third parties. If we do, we will protect it as set out in this Privacy Policy.

4. Use of your personal information

- 4.1. Perpetuity International Pty Ltd may use personal information collected from you to provide you with information, updates and our services. We may also make you aware of new and additional products, services, and opportunities available to you. We may use your personal information to improve our products and services and better understand your needs.
- 4.2. Perpetuity International Pty Ltd may contact you by a variety of measures including, but not limited to telephone, email, SMS, or mail.

5. Disclosure of your personal information

- 5.1. We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers, or subcontractors insofar as reasonably necessary for the purposes set out in this Policy. Personal information is only supplied to a third party when it is required for the delivery of our services.
- 5.2. We may from time to time need to disclose personal information to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, in the course of a legal proceeding or in response to a law enforcement agency request.
- 5.3. We may also use your personal information to protect the copyright, trademarks, legal rights, property or safety of Perpetuity International Pty Ltd, www.perpetuityintl.com.au, its customers or third parties.
- 5.4. Information that we collect may from time to time be stored, processed in or transferred between parties located in countries outside of Australia.
- 5.5. If there is a change of control in our business or a sale or transfer of business assets, we reserve the right to transfer to the extent permissible at law our user databases, together with any personal information and non-personal information contained in those databases. This information may be disclosed to a potential purchaser under an agreement to maintain confidentiality. We would seek to only disclose information in good faith and where required by any of the above circumstances.
- 5.6. By providing us with personal information, you consent to the terms of this Privacy Policy and the types of disclosure covered by this Policy. Where we disclose your

personal information to third parties, we will request that the third party follow this Policy regarding handling your personal information.

6. Security of your personal information

- 6.1. Perpetuity International Pty Ltd is committed to ensuring that the information you provide to us is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic, and managerial procedures to safeguard and secure information and protect it from misuse, interference, loss and unauthorised access, modification, and disclosure.
- 6.2. The transmission and exchange of information is carried out at your own risk. We cannot guarantee the security of any information that you transmit to us or receive from us. Although we take measures to safeguard against unauthorised disclosures of information, we cannot assure you that personal information that we collect will not be disclosed in a manner that is inconsistent with this Privacy Policy.

7. Access to your personal information

- 7.1. You may request details of personal information that we hold about you in accordance with the provisions of the *Privacy Act 1988* (Cth). A small administrative fee may be payable for the provision of information. If you would like a copy of the information, which we hold about you or believe that any information we hold on you is inaccurate, out of date, incomplete, irrelevant or misleading, please email us at info@perpetuityintl.com.au
- 7.2. We reserve the right to refuse to provide you with information that we hold about you, in certain circumstances set out in the Privacy Act.

8. Complaints about privacy

- 8.1. If you have any complaints about our privacy practices, please feel free to send in details of your complaints to 25.01A | Lvl 25 | Tower 1 | International Towers 100 Barangaroo Avenue, Sydney, New South Wales, 2000. We take complaints very seriously and will respond shortly after receiving written notice of your complaint.

9. Changes to Privacy Policy

- 9.1. Please be aware that we may change this Privacy Policy in the future. We may modify this Policy at any time, in our sole discretion and all modifications will be effective

immediately upon our posting of the modifications on our website or notice board.
Please check back from time to time to review our Privacy Policy.

10. Website

10.1. *When you visit our website*

When you come to our website (www.perpetuityintl.com.au) we may collect certain information such as browser type, operating system, website visited immediately before coming to our site, etc. This information is used in an aggregated manner to analyse how people use our site, such that we can improve our service.

10.2. *Cookies*

We may from time to time use cookies on our website. Cookies are very small files which a website uses to identify you when you come back to the site and to store details about your use of the site. Cookies are not malicious programs that access or damage your computer. Most web browsers automatically accept cookies, but you can choose to reject cookies by changing your browser settings. However, this may prevent you from taking full advantage of our website. Our website may from time to time use cookies to analyse website traffic and help us provide a better website visitor experience. In addition, cookies may be used to serve relevant ads to website visitors through third party services such as Google AdWords. These ads may appear on this website or other websites you visit.

10.3. *Third party sites*

Our site may from time to time have links to other websites not owned or controlled by us. These links are meant for your convenience only. Links to third party websites do not constitute sponsorship or endorsement or approval of these websites. Please be aware that Perpetuity International Pty Ltd is not responsible for the privacy practices of other such websites. We encourage our users to be aware, when they leave our website, to read the privacy statements of each and every website that collects personal identifiable information.

Approved by Troy Pearson CEO

Date: 1st December 2019