

# Griddle King

## Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy and website disclaimer, govern griddleking.com.au's relationship with you in relation to your use of this website.

By using this website, you signify your acceptance of these terms and conditions of use. For the purposes of these terms and conditions, "Us", "Our" and "We" refers to griddleking.com.au and "You" and "Your" refers to you, the client, visitor, website user or person using our website.

### AMENDMENT OF TERMS

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and griddleking.com.au's rights and obligations to each other.

### LIMITATION OF LIABILITY

It is an essential pre-condition to you using our website that you agree and accept that griddleking.com.au is not legally responsible for any loss or damage you might suffer related to your use of the website, whether from errors or from omissions in our documents or information, any goods or services we may offer or from any other use of the website. This includes your use or reliance on any third party content, links, comments or advertisements. Your use of, or reliance on, any information or materials on this website is entirely at your own risk, for which we shall not be liable.

It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

### COMPETITION AND CONSUMER ACT

For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), griddleking.com.au's liability for any breach of a term of this agreement is limited to: the supplying of the goods or services to you again; the replacement of the goods; or the payment of the cost of having the goods or services supplied to you again.

### DELIVERY OF GOODS

We use food delivery partners to deliver your food. Please refer to their T&Cs.

You may also place an order through our app 'Griddle King' available for iOS and Androids. Should you have any technical problems using our app, please contact us so we may try to assist you.

### LINKS TO OTHER WEBSITES

griddleking.com.au may from time to time provide on its website, links to other websites, advertisements and information on those websites for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between griddleking.com.au and the owners of those websites. griddleking.com.au takes no responsibility for any of the content found on the linked websites.

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### DISCLAIMER

Whilst we, at all times endeavour to have the most accurate, reliable and up-to-date information on our website, we do

not warrant or make any representations regarding the use or the result of the use of any document, product, service, link or information in its website or as to their correctness, suitability, accuracy, reliability, or otherwise.

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#### YOUR PRIVACY

At griddleking.com.au, we are committed to protecting your privacy. We use the information we collect about you to maximize the services that we provide to you. We respect the privacy and confidentiality of the information provided by you and adhere to the Australian Privacy Principles. Please read our separate Privacy Policy carefully.

You may change your details at any time by advising us in writing via email. All information we receive from our customers is protected by our secure servers. griddleking.com.au's secure server software encrypts all customer information before it is sent to us. Furthermore, all customer data collected is secured against unauthorized use or access. Credit card information is not stored by us on our servers.

#### THIRD PARTIES

We do not and will not sell or deal in personal or customer information. We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and assist in meeting customer needs generally. In addition, we may use the information that you provide to improve our website and services but not for any other use.

#### DISCLOSURE OF INFORMATION

griddleking.com.au may be required, in certain circumstances, to disclose information in good faith and where griddleking.com.au is required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of our customers or third parties.

#### EXCLUSION OF COMPETITORS

If you are in the business of creating similar documents, goods or services for the purpose of providing them for a fee to users, whether they be business users or domestic users, then you are a competitor of griddleking.com.au.

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#### EXCLUSION OF UNENFORCEABLE TERMS

Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

#### FOOD

The information contained in this website is for general information purposes only and is not meant to substitute professional dietary advice or treatment. If you have or suspect you may have allergies or medical issues which may be affected by certain foods, or, after taking any of our products, find you may have or be experiencing side effects, you should promptly contact your health care provider. Any statements regarding dietary supplements are to be used at your discretion and are not intended to diagnose, treat, cure or prevent any disease.

#### JURISDICTION

This agreement and this website are subject to the laws of NSW and Australia. If there is a dispute between you and [griddleking.com.au](http://griddleking.com.au) that results in litigation then you must submit to