

Terms and Conditions

This website is operated by Blush Book Box. Throughout the site, the terms “we”, “us” and “our” refer to Blush Book Box. Blush Book Box offers this website, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, sellers, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our website (www.blushbookbox.com) is comprised of a monthly pre-order book box service store from which you can purchase books, and may be able to purchase past boxes, and other merchandise and services belonging to Blush Book Box.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

The Services Agreement between You and Us

By placing an order with Blush you are offering to purchase a product on and subject to the following terms and conditions.

All orders are subject to availability and confirmation of the order price. Dispatch times, which are communicated clearly on our website and social media may vary according to availability and subject to any delays resulting from postal delays, printer delays, or *force majeure* for which we will not be responsible.

These terms and conditions apply only if you are buying products on our site as a consumer (ie for purposes outside of your business, craft, or profession).

The buyer is responsible for any import taxes imposed by their home country. Please take these fees into account when buying. Customers located within Australia will not incur any

import fees. Outside of Australia, you will need to look up the import duty threshold and rates for your country to determine if and how much you will pay in VAT/duty/handling fees.

To have an agreement with Blush, you must be over 18 years of age or have parental permission and possess a valid credit or debit card issued by a bank acceptable to us. Blush retains the right to refuse any request made by you. If your order is accepted, we will inform you by email and we will confirm the identity of the party, which you have an agreement with. This will usually be Blush or may in some cases be a third party. Where an agreement is made with a third-party Blush is not acting as either agent or principal and the agreement is made between yourself and that third party and will be subject to the terms of sale, which they supply you. When placing an order, you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order, and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

Information we give you

By law, the Competition and Consumer Act 2010 say that we must give you certain key information before a legally binding agreement between you and us is made. If you want to see this key information, please read these Terms and Conditions carefully.

General Conditions

We reserve the right to refuse service to anyone for any reason at any time.

Flipping/Reselling?

This issue is complicated. Blush Book Box does not believe we have the right to dictate what you do with your property; once purchased the box and its contents become your property. If, for whatever reason, you decide to sell your personal possession we have no right to tell you what to do with your property. However, if it comes to our attention that someone is circumventing the system and is found to be purchasing a box, or multiple boxes, solely for the purpose to re-sale we reserve the right to cancel any pending boxes or orders and they will be banned from purchasing from us indefinitely. We do not want customers who genuinely read and/or collect our books to miss out just so that others may profit financially.

Products

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at

the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We can, at any time, replace or remove an item in a monthly box at our discretion.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

Errors, Inaccuracies and Omission

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Service, Pricing & Availability

Our site is only intended for use by people residing in all countries that are available in the list of countries to choose from during the checkout process. We do not accept orders from individuals that reside in a country that is not present on the list.

Whilst we try and ensure that all details, descriptions, and prices, which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods, which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. Delivery and handling costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

Please be aware that we are an Australian company. Any import/customs tax applicable to your country is NOT included in your order and additional taxes or charges may need to be paid.

Your Position

By placing an order through our site, you warrant that:

- you are legally capable of entering into this binding agreement;
- you are at least 18 years old or have the consent from your parent or guardian to place the order; and
- you are resident in one of the Serviced Countries.

User Comments and Feedback

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online (including social media websites such as Facebook, Instagram, etc), by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third party, including copyright, trademark, privacy, personality, or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website.

You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments.

You are solely responsible for any comments you make and their accuracy.

We take no responsibility and assume no liability for any comments posted by you or any third party.

Our Agreement

When you place an order at the end of the online checkout process (eg "subscribe and place order" button), you will receive an acknowledgment e-mail confirming receipt of your order: This email will only be an acknowledgment and will not constitute acceptance of your order. A legally binding agreement between us will not be formed until we send you confirmation by e-mail that the box (or item), which you ordered has been dispatched to you (Shipping Confirmation).

We may contact you to say that we do not accept your order. This is typically for the following reasons:

- the products are unavailable;
- we cannot authorize your payment;
- you are not allowed to buy the products from us;
- we are not allowed to sell the products to you;
- you have ordered too many products; or
- there has been a mistake in the pricing or description of the product

Refunds

Please refer to our detailed Refunds and Returns Policy

Payment

Upon receiving your order, we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfil the transaction. For “Single Purchase” and “Merchandise” orders your card will be debited upon authorization being received.

We may offer gift cards, discount promotions, and other types of vouchers which require to be activated by email application for the holder to commence delivery of Products through a Service. If paid for, the Voucher is deemed to have been sold at the time of payment for it. All these terms and conditions shall become applicable as between us and the holder of the Voucher (Holder) when the Holder redeems the Voucher by applying for a Service to commence.

Voucher and Promo Codes

A Voucher or Promo Code may only be used once by its Holder and may not be copied, reproduced, distributed, or published either directly or indirectly in any form or stored in a data retrieval system without our prior written approval. We reserve the right to withdraw or deactivate any Voucher or Promo Code for any reason at any time.

Vouchers and Promo Codes may only be redeemed through the website “www.blushbookbox.com” and not through any other website or method of communication. To use your Voucher or Promo Code you will be required to enter the code at the online checkout and use of such code will be deemed to confirm your agreement to these terms and conditions and any special conditions attached to it.

Any discounts attached to Vouchers and Promo Codes apply to the price of the Products ordered only and not to delivery charges, which will be chargeable at normal rates.

Availability & Delivery

Blush Book Box will post your box to the address originally on the system when the box was purchased. We will not change an address once it has been purchased. Anybody who has moved will need to take advantage of a change of address service through their postal service. If you have sold your book before it has arrived you will need to organise to post the product at your own cost. We have no issue with our customers reselling a product they have purchased but Blush Book Box will not be involved in any third party dealings. Your order will be fulfilled by the estimated delivery date set out in the Shipping Confirmation or, if no delivery date is specified, then within 30 days of the date of the Shipping Confirmation, unless there are exceptional circumstances.

Delivery will be completed when the courier company in your country delivers the Products to the shipping address you supplied to us during your order process. If no one is available at your address to take delivery, the courier company in your country will follow the delivery instructions provided to us by you. If no safe instructions are specified, the order will be left in an area that the courier company considers safe, or left at a local post office to be picked up by you.

The leave-safe location specified by you shall be within the area of the delivery address and shall be accessible to the courier. We will endeavour to follow any delivery instructions you provide but this cannot be guaranteed.

Blush's obligation to deliver the box (parcel) shall be fulfilled once the courier delivers the box (parcel) at the safe spot specified by you or the box (parcel) is considered safe by the courier.

If the personal handover of the box (parcel) is not possible and no leave safe is available, your courier company may also deliver the box (parcel) to a nearby household or business. A household or business shall be regarded as 'nearby' if the recipient resides in the same building as the original addressee. In addition, the box (parcel) may also be delivered to a recipient residing in proximate walking distance to the delivery address (e.g. same housing complex, building on the opposite side of the street, next-door building). All nearby households and businesses are subsequently referred to as "neighbours". We have no control of decisions made by third party courier companies in your country.

The customer may be notified of such delivery to a neighbour by delivery notice, via email, or in the tracking status of the parcel subject to the postal regulations in your country.

If neither a personal handover nor a delivery to a neighbour is possible, you will be in default of acceptance.

Blush will not attempt further delivery. You are obliged to bear all expenses related to the aforesaid default of acceptance.

Processing Orders CANNOT be redirected or changed to another person's name or address.

ORDERS ARE NOT TRANSFERRABLE UNDER ANY CIRCUMSTANCES.

Delivery Risk

Once the delivery is completed, according to the preceding paragraph (i.e. signed for by the customer, left in a safe spot as specified by the customer or considered safe by an authorised courier company, or delivered to a neighbour if no leave safe is provided or available) the risk of any damage or loss of the box will be with the customer. Blush shall not be held liable for any damage, defect or loss which may occur thereafter.

You are fully responsible for any damages or losses due to any ambiguity regarding the safe spot specified by you. Blush is not obliged to review the safe spot as to its general suitability.

Refusal of the box (parcel) does not negate the charge, Blush will not be liable for any losses sustained by the customer relating to a refusal of delivery by the authorized courier company in your country.

If you do not receive your order within 8 weeks of receiving the tracking number, please contact us so we can follow up with the postal service. If we are contacted later than 8 weeks after the tracking number has been sent and the order has not been received, we will treat each delay on a case by case basis.

Price and Payment

The price of the Products and our delivery charges will be as quoted on our site from time to time, except in cases of obvious error.

Product prices do not include tax until a shipping country is selected from the list of available countries during the checkout process.

Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Shipping Confirmation.

Payment for all Products and Services must be by credit or debit card or PayPal if available. Please see our website and store for all payment options.

Limitation on our Liability

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

- losses that were not foreseeable to you and us when these Terms were formed;
- losses that were not caused by any breach on our part;
- business losses; and
- losses to non-consumers.

Events beyond our control

We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control, including, but not limited to, strikes, lock-outs, or other industrial disputes; breakdown of systems or network access; flood, fire, explosion or accident; or epidemics or pandemics.

Third-Party rights

No one other than a party to this agreement has any right to enforce any term of this agreement.

Indemnity

You agree to indemnify, defend and hold harmless Blush, its directors, officers, employees, consultants, agents, and affiliates, from any and all third-party claims, liability, damages, and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service.

Invalidity

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining

part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

Complaints

We operate a complaint handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

If a dispute cannot be resolved or you are unhappy with the outcome, you may want to use alternative dispute resolution for resolving disputes between you and us that does not involve going to court.

Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and Blush. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of Blush.

Nothing in this clause limits or excludes any liability for fraud.

Warranty

We warrant to you that any Product purchased from us through our site will, on delivery, conform with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied.

Nature of the Goods

The Competition and Consumer Act 2010 gives you certain legal rights (also known as 'statutory rights'). The goods that we provide to you must be as described, fit for purpose, and of satisfactory quality.

While we try to make sure that all 'mocked up' editions are accurate these are a 'guide' and we will post any changes to these prior to shipping.

We are under a legal duty to provide our services with reasonable care and skill and supply you with goods that are in conformity with this agreement.

The packaging of the goods may be different from that shown on the site.

While we try to make sure that the colours of our goods are displayed accurately on the site, the actual colours that you see on your device may vary depending on the device that you use.

Written Communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website or social media. For agreement purposes, you agree to this electronic means of communication and you acknowledge that all agreements, notices, information, and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Our Right to Update These Terms and Conditions

We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements, and changes in our system's capabilities.

You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions unless you notify us to the contrary within seven working days of receipt by you of the Products).

Law and Jurisdiction

Agreements for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-agreement disputes or claims) will be governed by Australian law. Any dispute or claim arising out of or in connection with such Agreements or their formation (including non-agreement disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of Australia.

Contact Us

If you have any further questions, please contact us through our email admin@blushbookbox.com .

Amended 7th October 2023, for previous versions please email us and request a copy.