

# Crazy John's Photobooks Order Terms and Conditions

## IMPORTANT: PLEASE READ CAREFULLY

All orders for Crazy John's Photobooks are accepted and handled in accordance with these terms and conditions, which together with the price, specifications and delivery details stated in your order, form the terms on which you agree to acquire a Crazy John's Photobook from Mobileworld Operating Pty Ltd ABN 49 090 451 433 (trading as Crazy John's).

### 1. Order acceptance

- a) There is no binding order in place until you receive a confirmation email confirming that your order has been received. Crazy John's will provide its confirmation message to the email address stated in your order.
- b) Crazy John's does not accept any responsibility for any loss or corruption of images during the process of uploading them. It is your responsibility to make a backup copy of any images you wish to retain and Crazy John's encourages you to do so.
- c) After processing your order, the images uploaded by you in connection with that order will be stored electronically by or on behalf of Crazy John's for one month. This is to enable you to order further copies of the relevant album at a later stage. After one month those images will be deleted, and you will need to re-upload the relevant images to re-order that album.

### 2. Prohibited Images

- a) You are solely responsible for the content of any images you submit when ordering a Crazy John's Photobook. You must not submit any image which infringes the rights of any person (including but not limited to intellectual property rights and rights to confidentiality or privacy), which contains a 'virus' or other malicious software or code, or which is offensive, obscene, invasive of privacy, defamatory, or unlawful in any way. Crazy John's reserves the right not to accept or process images which it reasonably believes do not comply with these requirements. **By uploading an image you warrant that it meets these requirements.**
- b) When ordering and in distributing your Crazy John's Photobook you must strictly observe the laws of Australia and the country to which the Crazy John's Photobook is being distributed.
- c) **YOU MUST INDEMNIFY AND KEEP CRAZY JOHN'S, ITS PARTNERS AND SUPPLIERS INDEMNIFIED FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, LOSSES, DAMAGES, COSTS, EXPENSES AND OTHER LIABILITIES OF ANY KIND ARISING IN CONNECTION WITH THE STORAGE, PROCESSING OR REPRODUCTION OF ANY IMAGE SUBMITTED BY YOU INFRINGING ANY THIRD PARTY'S RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS AND RIGHTS TO CONFIDENTIALITY OR PRIVACY) OR OTHERWISE FAILING TO MEET THE REQUIREMENTS STATED IN THIS CLAUSE 2.**
- d) Crazy John's does not monitor or control the content of a user's images. All images are the sole responsibility of the user submitting them, not Crazy John's.

### 3. Disclaimers

- a) Crazy John's emphasises that the quality of the prints in the Crazy John's Photobook ordered will never be better than what you see on your computer monitor when using the Crazy John's Photobook Editor software. Take care in proofing, dragging photos beyond page edge to ensure bleed to page edge, previewing your photo product and carefully check your spelling!
- b) While Crazy John's takes care in ensuring the privacy and integrity of the images you provide, the possibility exists that this information could be unlawfully observed by a third party while in transit over the Internet or while stored on the computer systems of Crazy John's, its partners or suppliers. Crazy John's, its partners and suppliers therefore disclaim as far as permitted by law any warranties concerning the security or privacy of any images you upload.

### 4. Liability

- a) **CRAZY JOHN'S, ITS PARTNERS AND SUPPLIERS EXCLUDE ANY AND ALL LIABILITY (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, UNDER STATUTE OR OTHERWISE) FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE ARISING IN CONNECTION WITH YOUR ORDER OR CRAZY JOHN'S SUPPLY OR FAILURE TO SUPPLY A CRAZY JOHN'S PHOTOBOOK. CRAZY JOHN'S, ITS PARTNERS AND SUPPLIERS ARE NOT LIABLE FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGE WHICH ARISES AS A RESULT OF ERRORS IN THE PRODUCTION, SHIPPING AND DELIVERY OF THE CRAZY JOHN'S PHOTOBOOK ORDERED, OR WHICH ARISES AS A RESULT OF A THIRD PARTY UNLAWFULLY GAINING ACCESS TO ANY IMAGES UPLOADED BY YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY LIABILITY OF CRAZY JOHN'S, ITS PARTNERS AND SUPPLIERS FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGE IN CONNECTION WITH YOUR ORDER OR ANY SUPPLY OR FAILURE TO SUPPLY YOU WITH A CRAZY JOHN'S PHOTOBOOK WHICH IS NOT EXCLUDED UNDER THE FOREGOING IS LIMITED TO THE PRICE OF THE CRAZY JOHN'S PHOTOBOOK ORDERED. ALL IMPLIED WARRANTIES ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF ANY LEGISLATION IMPLIES A CONDITION OR WARRANTY INTO THESE TERMS AND CONDITIONS IN RESPECT OF A CRAZY JOHN'S PHOTOBOOK WHICH CANNOT LAWFULLY BE EXCLUDED, THEN THAT CONDITION OR WARRANTY IS INCLUDED BUT TO THE EXTENT PERMITTED BY LAW CRAZY JOHN'S, ITS PARTNERS' AND SUPPLIERS' LIABILITY FOR ANY BREACH OF THAT CONDITION OR WARRANTY IS LIMITED TO CRAZY JOHN'S (AT ITS ELECTION) RESUPPLYING OR PAYING FOR THE COST OF RESUPPLYING THE RELEVANT CRAZY JOHN'S PHOTOBOOK.**
- b) Where one of these terms and conditions is stated to apply for the benefit of Crazy John's partners and suppliers, Crazy John's enters into that term or condition as agent for its partners and suppliers.

### 5. Delivery time

- a) Crazy John's will deliver the Crazy John's Photobook to the address you specify in your order. In most cases orders are completed in seven working days or less and are despatched next business day by Australian Air Express or Australia Post. However please note that any delivery times specified are approximate.
- b) If delivery cannot be made to your nominated delivery address, a card will be left explaining how you can receive delivery or pick-up the product at your post office.
- c) Delayed delivery is not a basis for cancellation of the order or a request for compensation.

### 6. Queries and complaints

Any complaints must be submitted within two weeks of the delivery of the materials ordered by you to [photobooks@crazyjohns.com.au](mailto:photobooks@crazyjohns.com.au). Crazy John's reserves the right not to act on any complaint received in accordance with these requirements.

### 7. Ownership of Rights

Crazy John's owns all rights in the Crazy John's Photobooks trade mark and its related graphics and logos. You must not use those trade marks, graphics or logos without Crazy John's express permission.

### 8. Governing Law

The law of Victoria governs this Agreement.

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