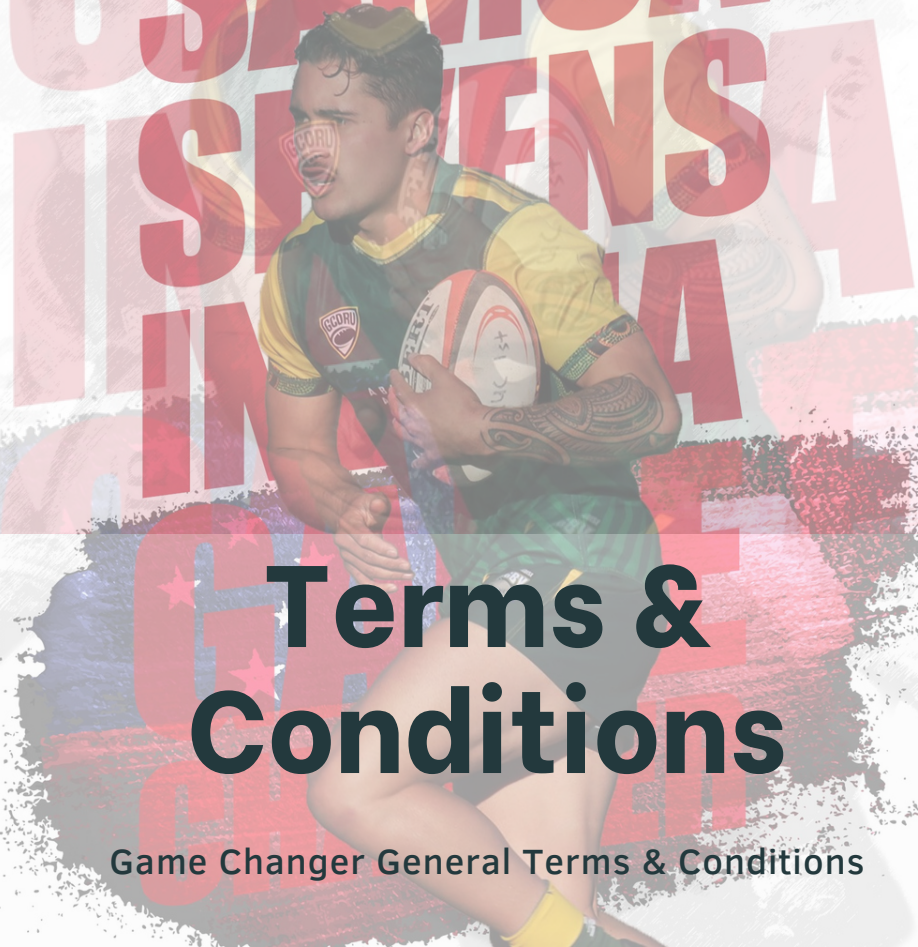


# SGC

## GAME CHANGER



# Terms & Conditions

Game Changer General Terms & Conditions

## **TERMS & CONDITIONS GENERAL**

*Please note These Terms and Conditions are general – we have additional terms and conditions for Pre orders, Custom designs, Club and associations. All our terms and conditions for our services can be found on our website.*

### **INTRODUCTION AND ACCEPTANCE OF THE TERMS AND CONDITIONS**

The general Terms and Conditions of Sale detailed below govern the contractual relationship between the 'User' (hereafter also referred to as 'You' or the 'Customer') and 'Game Changer' (hereafter also referred to as 'We' or the 'Website'), belonging to the company Game Changer. Both parties accept these Conditions unreservedly. These general Conditions of Sale are the only conditions that are applicable and replace all other conditions, except in the case of express written, prior dispensation. We maintain that by confirming your order, you have read and do unreservedly accept our general Conditions of Sale. These Terms and Conditions of Sale are important to you and Game Changer as they are used to protect your rights as a valued customer and our rights as a business. Please Note some separate Terms and Conditions apply for all custom manufactured items (stated as the following names but not limited to) Pre Orders, Custom Orders, Team & Club Orders.

### **CHANGES TO THE TERMS OF SERVICE AND THE WEBSITE**

Game Changer is a work in progress, website pages are updated frequently, and things may change, be added or be taken away. We reserve the right to update the Website and our Terms of Service from time to time, at our discretion and without any notice. It is solely your responsibility to keep up-to-date with the latest Terms and Conditions by checking back regularly or at the time of purchase. Your continued use of the Website following the publishing of updated Terms of Service will be taken to mean that you have read and agree to the changes.

## **ACCESS TO THE WEBSITE**

We work hard to ensure the Website is available and up to date, but we can't guarantee that the Website will not have downtime for any reason. We reserve the right to close the Website for short periods of time for general maintenance. We will not be liable if for any reason all or any part of the Website is unavailable at any time, for any length of time.

It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete.

We reserve the right to disable any web page created on behalf of at our sole discretion, at any time for any or no reason, including if, in our opinion, you have failed to comply with any provision of these Terms of Service.

We do not guarantee that the Website or any content provided on the Website is error free and take no responsibility for incorrect information or content supplied to us via a third party.

## **PRODUCT INFORMATION**

Game Changer takes great care when putting product information, descriptions and images online but will not be held responsible for any mistakes or omissions to any information given. Where a webpage is created for a Pre Order, Custom Order, Team & Club Orders it is the responsibility of the organiser to check the artwork, images, colours and content is correct as per their requirements.

## **CANCELLATIONS + AMENDMENTS**

Unfortunately, we are unable to cancel or make amendments to an online order after it has been placed. Amendments include:

Change of delivery address

Change of colour or style

Adding and/or removing items from the order

Applying discount codes

Full order Cancellations

## **PRICES**

The prices indicated on the Game Changer website are shown in NZ dollar. The price of the products are clearly shown and invoiced at the end of the order. We reserve the right to modify our prices at any moment, but this will be indicated to you on the order at the time the order is placed. If an obviously incorrect price appears on our website and is not corrected on your total at the time of order completion, for whatever reason (human error, technical error etc.), your order will be cancelled and the payment refunded to you, even if it has been initially validated.

## **AVAILABILITY**

We will always endeavour to fulfil your order once completed and paid for. If a product should become unavailable after your order has been confirmed and paid for, we will refund the price you paid for the product within 7 days following the date of payment or If it is a Pre Order the refund will be within 7 days of the delivery date of the goods to Game Changer.

## **PAYMENT**

You must pay for your order in full at the time of ordering by one of the payment methods we accept on the website or instore. We cannot accept retail orders to be placed via social media message apps or email.

## **DELIVERY**

Website orders

Your order will be delivered to the address you indicated when your order was placed. Once an order has been placed we cannot change the shipping address once you receive tracking for your order you may be able to redirect it, please check with the freight company once you receive your tracking link. We do not deliver to PO Box addresses.

If you have placed multiple separate orders but have not paid for shipping for each separate order due to large orders and multiple picking/packing staff we cannot guarantee these orders will be collated and sent together at the time of packing, freight will need to be paid for on all orders not collated before it is sent, please contact us to arrange freight payment.

Game Changer does everything in its power to respect the delivery times indicated. We cannot, however, be held responsible for the consequences of a late delivery or the loss of a package caused by a third-party contracted to make delivery, or by you, or because of some unforeseen event or an Act of God. In the event where you do not receive your package, an investigation will be conducted with the carrier and may take several days upon receipt of your claim. During this period of investigation, no reimbursement or re-delivery will take place.

## **STORE PICKUP**

If you have indicated your order to be picked up from our store, you will receive a notification email informing you your items are ready for pick up. Game Changer take no responsibility for emails not received, we do however continue to try contact you via phone, text, email or Facebook/messenger. Orders will only be held in store for a period of 6 months. If you indicated you would pick it up from the store but now prefer it to be sent please contact us, shipping will be arranged once paid for.

## **REFUNDS AND RETURNS POLICY**

We are extremely sorry if you have an issue with our products and will endeavour to correct the issue.

In the unlikely event there is a manufacturing fault with a garment please contact us.

Our 7 day returns policy terms are for Store Bought/in stock items only and excludes Custom orders or Pre Orders.

If you receive any incorrect order, to that shown on your order confirmation, we will exchange the garments and reimburse you for the shipping charges that you incur when you send back the incorrect merchandise. We will ship out the correct replacement product once we receive the returned items, in the event that we are unable to supply you the ordered item we will provide a full refund, provided all goods are returned in with in 7 days, in unworn condition, in original packaging with tags attached.

We do not provide returns and refunds if you have simply changed your mind.

All freight for returned items are at the expense of the purchaser, in the event of a product exchange freight of the exchanged item is at the expense of the purchaser.

All requests to exchange or refund an item must be first emailed to the following email address with your order number and order name: [gcsshop@gamechanger.org.nz](mailto:gcsshop@gamechanger.org.nz), instructions and return address will be emailed back.

On rare occasions a refund may be declined. This should only occur when the product is damaged and has not arrived in its original condition or outside of the returns time frame.

Please package the garment securely in a tracked courier bag, enclose your original Packing Slip, selecting the garment/s you are returning, and send it back to us. Your return will be processed within 7 working days.

Online orders may be returned in store for an exchange, excluding pre orders.

### **FAULTY RETURNS**

If there is any fault with the garment please email [gcshop@gamechanger.org.nz](mailto:gcshop@gamechanger.org.nz) and make us aware of the situation along with including a proof of purchase. This must happen within the first 7 days of your purchase and will be assessed by our quality management team. Once confirmed you may then send the garment back to us and we will repair, replace, exchange or refund (if the situation cannot be remedied through the other ways) for you depending on the situation.

Refunds for faulty garments will be processed and notified once inspected and accepted the return. This will be reimbursed via the same payment method used initially.

\* 100% money back service does not apply to sale items. We do not accept refunds on sale items so please choose carefully.

\*\* Please note that this policy does not apply to pre orders – Pre Orders are a custom order placed with our manufacturing team specifically for you/r club, returns are not available to our pre order or custom orders.

## **DISPATCH AND SHIPPING**

Estimated dispatch times:

1-3 working days for in stock items to be picked and packed ready for dispatch.

Estimated delivery times:

NZ North Island: 2-3 working days, South Island: 2-3 working days, Rural up to 4 working days in addition to the times stipulated above

Australia: Up to 2 weeks

\*Please note deliveries may experience some extra shipping delays due to COVID-19, Game Changer take no responsibility for delays outside of our control.

## **TAX & IMPORT DUTIES**

If ordering from overseas you may be charged import and tax, We suggest you contact your local customs bureau directly to ensure how these duties or taxes may affect you. Game Changer are not liable for Import and tax duties.

## **PRIVACY AND PROTECTION OF PERSONAL DATA**

The details you give us are essential for the processing and delivery of your orders, for invoicing, therefore failure to provide these details will result in the cancellation of your order. By adding your details to our site or account team, you agree to provide us with sincere and true information as it concerns you.



## **INTELLECTUAL OWNERSHIP**

All the content on Game Changer website (illustrations, texts, images and videos, designs) is the property of Game Changer. Any partial or total reproduction of this content, by any means and on any support, is subject to prior and express authorisation by Game Changer. All information, content and files is protected by International law concerning intellectual ownership and copyright. Game Changer cannot give you the right to copy, display or distribute content that you do not have the intellectual rights to. All fraudulent use of this content that violates the rights held by a third party constitutes an offence of forgery, which is severely punished under the Intellectual Property Code. Game Changer will not, under any circumstances, be held responsible if a user violates rights held by a third party through his activities on the site.

## **SOCIAL MEDIA FEEDBACK & COMMENTS**

Any opinions left on our social media pages by customers and followers are screened by Game Changer. If the comments infringe on the law or are inappropriate (abusive publicity, defamation, insults, out of context commentary...), Game Changer reserves the right to refuse, block, delete or modify it.

## **WAIVER AND SEVERABILITY**

Any failure of Game Changer to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Game Changer, and governs your use of the service, superseding any prior agreements (including, but not limited to, any prior versions of the Terms of Service).

If any provision of these Terms of Service is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

## **FORCE MAJEURE**

In the event that the Company is prevented or delayed in or from carrying out its obligations under the Contract as a result of any cause beyond its reasonable control such as (but not limited to): acts of God; governmental intervention or restriction, import or export regulations; war; riots; strikes or trade disputes (including by and with the Company's own employees); power failure; inadequate performance of, failure of or incorrect processing by computer systems; fire; flood; default of suppliers or sub-contractors, breakdown of plant, machinery or vehicles, Covid restrictions in New Zealand with our suppliers or 3rd party suppliers then the Company shall be relieved of its obligations and liabilities under the Contract for as long as such fulfilment is prevented.