

WEBSITE TERMS AND CONDITIONS

Introduction

This website is operated by Animal Dreaming Pty Ltd trading as Animal Dreaming) (ABN 72 116 359 445).

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to Animal Dreaming 's use of cookies in accordance with the terms of Animal Dreaming 's privacy policy.

Use of this website

Unless otherwise stated, Animal Dreaming and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website).
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose.
- edit or otherwise modify any material on the website; or
- redistribute material from this website except for content specifically and expressly made available for redistribution.

Where content is specifically made available for redistribution, it may only be redistributed within your organisation.

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Animal Dreaming express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without Animal Dreaming's express written consent.

Privacy Policy

Animal Dreaming takes your privacy seriously and any information provided through your use of the Website and/or the Purchase Services are subject to Animal Dreaming's Privacy Policy.

General Disclaimer

You acknowledge that Animal Dreaming does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Products other than provided for pursuant to these Terms.

Animal Dreaming will make every effort to ensure a Product is accurately depicted on the Website, however, you acknowledge that sizes, colours and packaging may differ from what is displayed on the Website.

Nothing in these 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.

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 these terms are excluded; and

(b) Animal Dreaming 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 Purchase Services or these Terms (including as a result of not being able to use the Purchase Services or the late supply of the Purchase Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

(c) Any personal information gathered by Animal Dreaming about you, either through our website(s), emails or any other point of contact you may have had with us, will only ever be used for the purpose of processing orders or to inform you our latest products, services, special offers and upcoming events. Animal Dreaming will not be held responsible or liable for the loss of privacy, disclosure of information, harm, damage or loss that may result from you choosing to share information with us in any way.

Restricted access

Access to certain areas of this website is restricted. Animal Dreaming reserves the right to restrict access to areas of this website, or indeed this entire website, at Animal Dreaming's discretion.

If Animal Dreaming provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Animal Dreaming may disable your user ID and password in Animal Dreaming sole discretion without notice or explanation.

Registration to Purchase Services

In order to access the Purchase Services, you may register as a user of the Website. As part of the registration process, or as part of your continued use of the Purchase Services, you may be required to provide personal information about yourself (such as identification or contact details).

You warrant that any information you give to Animal Dreaming in the course of completing the registration process will always be accurate, correct and up to date.

Once you have completed the registration process, you will be a registered Customer/Client of the Website (Customer/Client) and agree to be bound by the Terms. As a Customer/Client you will be granted immediate access to the Purchase Services.

Your Obligations as a Customer/Client

As a Customer/Client, you agree to comply with the following:

You will use the Purchase Services only for purposes that are permitted by:

- (a) the Terms;
- (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (c) you have the 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 Purchase Services;
- (d) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Animal Dreaming of any unauthorised use of your password or email address or any breach of security of which you have become aware;
- (e) 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 Animal Dreaming providing the Purchase Services;
- (f) you will not use the Purchase Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Customers/Clients by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
- (g) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Purchase Services. Appropriate legal action will be taken by Animal Dreaming for any illegal or unauthorised use of the Website; and
- (h) you acknowledge and agree that any automated use of the Website or its Purchase Services is prohibited

Purchase of Products

In using the Purchase Services to purchase the Product through the Website, you will agree to the payment of the purchase price listed on the Website for the Product (the 'Purchase Price').

Payment of the Purchase Price may be made through Paypal. (the Payment Gateway Provider.)

In using the Purchase Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Providers.

Following payment of the Purchase Price being confirmed by Animal Dreaming, you will be issued with a receipt to confirm that the payment has been received and Animal Dreaming may record your purchase details for future use.

Payments

Payments can be made using Paypal, or any of the credit cards they permit.

The common reason behind payment problems is the incorrect entry of your credit card number or the expiry date. It is also essential to check the security code (the three digits on the back of the card) to ensure they have been correctly entered. If your card still doesn't work, please contact your card issuer. You are most welcome to call our office and conduct the purchase over the phone.

All prices displayed include GST.

Animal Dreaming Gift Card Policy

1. Animal Dreaming is proud to offer a three-year expiry date on all their gift cards and certificates
2. The expiry date will always be clearly displayed on the gift card or certificate
3. The expiration date is calculated from the issue date of the gift card or certificate
4. The purchase price / redeeming value of our gift cards and certificates do not include:

- admin or processing fees
- overseas transaction fees
- booking fees
- payment surcharge fees
- a fee to have stolen, lost or damaged cards replaced or reissued

Privacy Policy

We take our responsibilities and obligations to protect your personal information. We will never disclose any of your details to any other party other than what is necessary to ensure delivery of your orders.

Our online store utilises the security of WooCommerce, which uses an SSL certificate to create an encrypted connection between your computer and our server.

Furthermore, your credit card transactions are processed by the Paypal payment gateway, a payment facility that complies with the Payment Card Industry Data Security Standard (PCI DSS).

You further agree to abide by all the terms as set by Afterpay and WooCommerce or other Digital Distribution platforms' end user licensing agreements, or any other applicable application store ("Digital Distributor") agreement, so long as such agreement does not conflict with the terms herein or the Terms of Use.

Information collected

We only collect information that you supply in the course of making a purchase. Sales data are relative to the purchases that allow us to identify you in the case of queries or returns accurately. Historical purchase data that will enable us to offer you, from time to time, special deals or products that may be of interest to you and will be retained indefinitely.

Under no circumstances will any of this information be shared or used for any purpose other than that outlined on this page.

If you leave a comment on our site you may opt-in to saving your name, and email address in cookies. When you log in, we will also set up several cookies to save your login information and your screen display choices. Login cookies last for two days, and screen options cookies last for a year. If you select "Customer/Client Me", your login will persist for two weeks. If you log out of your account, the login cookies will be removed.

Product Returns

Incorrect Products: Animal Dreaming will only accept returns for products purchased from the Animal Dreaming online store within 7 days of the product being shipped, and only if the incorrect product was sent. A replacement for the incorrect product will be offered, or a credit note for a product of equal retail value will be issued, but no refunds will be given, so please don't request one as a refusal may offend.

Damaged Products: Animal Dreaming thoroughly inspects all products for damage before they are shipped. In the unlikely event that products purchased from the Animal Dreaming online store are damaged before being shipped, or are damaged during transit, a replacement for the damaged product will be sent, (including the cost of shipping) or a credit note for a product of equal retail value will be issued. Please note that a replacement or credit note will only be offered once the damaged goods have been returned to our office (at the customer's expense), and proof of purchase or a sales receipt has been provided. Photographs of damaged products will not be accepted unless accompanied by the damaged products themselves. No refunds will be given for damaged products, so please don't request one as a refusal may offend.

Events

Scott Alexander King, Animal Dreaming, and the Animal Dreaming School of Earth Medicine (hereafter individually and collectively referred to as 'AD' or 'the Animal Dreaming office') and **Animal Dreaming Publishing** (hereafter referred to as ADP or 'the Animal Dreaming office') all understand that life sometimes gets in the way and, for reasons beyond our control, we may find ourselves unable to attend an event or workshop.

By booking to attend / participate in an AD and /or ADP event (be it live, in person, or online via zoom, social media or some other similar platform), the registrant thereby agrees to abide by the following policy regarding cancellations, transfers and refunds:

(a) If behaviour or attitude is deemed inappropriate or improper during an AD or ADP event, or if behaviour is deemed unsafe or threatening (be it suggested or actual, or emotional, mental, spiritual, physical or sexual in nature) to the facilitator or a fellow registrant and, if after discussion it becomes clear that the behaviour may continue, the offender(s) will be invited to leave the event / venue without delay by the facilitator(s) or the facilitator's support person / people. If the offender(s) refuses to leave or fails to leave immediately after such a request is given, then Animal Dreaming, Animal Dreaming Publishing, Scott Alexander King and/or Trudy King, or whoever is facilitating or hosting the AD or ADP event hold the right to notify security, the police and/or other authorities. In situations like this, no refunds, part refunds or credit notes of any kind will be available for the offender(s)

(b) This updated 'cancellations, transfers and refunds' policy does hereby replace all previously known or published policies upheld or put in place by AD and / or ADP prior to November 16, 2021, regarding their events (be they large or small in size, and facilitated live / in person or online via social media, zoom or some other similar platform).

(c) Clauses within this policy can change or be replaced or amended, without warning, at any time, for any reason.

(d) By booking to attend an AD and /or ADP event, the registrant thereby agrees to allow AD and / or ADP to take photographs or make audio, video or film recordings without their further approval or recourse. The registrant also agrees that such photographs and recordings may be used for professional, commercial and / or promotional purposes for current and/or future AD / ADP events.

(e) AD and ADP reserve the unfettered right to maintain a strict 'no refund policy' regarding all deposits and bookings made (either paid in full or paid in part) for all their events, be they facilitated live / in person or online via social media, zoom or some other similar platform), be they small events (events that last for a single day, the portion of a day or just an evening) and large events (events that last longer than a single day).

(f) While all payments in full, part payments and / or deposits are non-refundable, they remain transferable.

(g) If, for whatever reason, the registrant opts to cancel their attendance and transfer their booking to another person, it is a requirement that they contact the Animal Dreaming office by phone or email no more than 7 days prior to an event.

(h) When booking for an AD / ADP event (be it facilitated live / in person, or online via social media, zoom or some other similar platform), especially in the case of a large event (an event that lasts longer than a single day), there may be the requirement for a deposit to be paid, in which case notice will be clearly provided in the event description. Deposits are to be made via the AD and ADP website (a link will be provided) or via direct deposit (which may require you to contact the AD office). All deposits must be made at the time of booking to secure a place.

(i) The cost of all events (be they large or small, live / in person or online) is calculated as a whole package deal, with no refund offered on any aspects, parts or features of the package the registrant opts not to partake in. For example, if the registrant books into an event that includes a special feature such as a river cruise, the registrant does so with the understanding that if (for whatever reason) they choose not to, or they cannot, partake in the river cruise, compensation in the form of a partial refund, store credit note or discount for the cost of the river cruise (or any other aspect, part or feature) will not be available.

(j) If some part of an event (for example, an activity scheduled to happen within an event) is cancelled by AD or ADP for any reason, including but not limited to illness or injury, Covid 19, a pandemic, inclement weather, some other act of God or unforeseen circumstances, no partial refunds or credit in lieu will be given.

(k) Facilitating large live / in person events can prove costly (especially when travel, venue hire, materials, hire of seating and other equipment, accommodation and catering is considered). It is for this reason that both AD and ADP require all payments to be finalised (paid in full) no more than 90 days prior to an event.

(l) In the unlikely case that AD and / or ADP find it necessary to cancel an event for any reason, including but not limited to illness or injury, Covid 19, a pandemic, inclement weather, some other act of God or unforeseen circumstances, AD and ADP both vow to take positive steps to alert the registrant of the cancellation as soon as possible by email and/or phone.

(m) If AD and / or ADP elects to cancel an event for any reason, including but not limited to illness or injury, Covid 19, a pandemic, inclement weather, some other act of God or unforeseen circumstances, monetary refunds of any kind will not be offered. Instead, all bookings will remain transferable, or the registrants (whether they have partially paid or paid in full for their attendance) will be given a CREDIT NOTE for the exact same amount paid to secure their booking, allowing them to transfer the amount paid toward the cost of an alternative or future event, and / or to exchange for items of (remaining) equal retail value from AD and ADP's online store. NB: this offer of credit does *not* extend to or include Scott Alexander King's 'Spirit Totem Animal Readings'.

(n) If a registrant fails to turn up for an event without first notifying the Animal Dreaming office within 7 days prior to the event of their intended absence, or they cannot produce adequate medical evidence that they were ill or otherwise incapacitated, and payment in full was not made no more than two weeks prior to the commencement of the event, AD and ADP reserve the right to demand payment in full, or to withdraw the remainder of the amount still owing, with no opportunity for refund or credit of any kind.

(o) Both AD and ADP offer AFTERPAY as a payment plan option on their websites. Please do not ask for a payment plan of any other kind when booking for an AD or ADP event (either short or long in duration, or facilitated live / in person or online), as refusal may offend.

(p) If a potential registrant is concerned they may not be able to attend an event at the time of booking, but they still wish to book their space anyway, in case it turns out they are able to attend, AD and ADP strongly encourages the registrant to explore the option of purchasing personal health / medical and travel insurance.

(q) Unless otherwise stated, the advertised cost to attend any event hosted by AD or ADP (be they short or long in duration, or facilitated live / in person or online), does not include the cost of accommodation,

airfares, travel, transfers, insurance, drinks or meals of any kind.

(r) Covid 19 Cancellation Policy: If you change your mind and no longer wish to attend an event due to concerns about COVID-19; if you develop or suffer from an existing health condition that places you at higher risk of contracting Covid 19, or if the event is cancelled due to lock down or government restrictions of any unavoidable reason, please note that monetary refunds will not be available. However, AD and ADP will be happy to provide a store credit note or gift voucher of the same retail value as the amount paid (either partially or in full) to attend the cancelled event, that can be used to secure a spot at a future event, or to exchange for products listed at a retail price in the AD or ADP website shop.

(s) All verified gift vouchers and store credit notes distributed by AD and/or ADP have a non-negotiable expiration date of 12 months (unless otherwise stated) after their official issue date.

(t) While AD and ADP take no responsibility for losses incurred by cancelled travel plans or accommodation, both parties strongly advise all potential participants to first approach their travel or accommodation providers before booking into an event (large or small, live /in person or online) to see if they offer replacement services, refunds or vouchers. Potential participants should also ensure they have up-to-date travel insurance, and that they are appropriately covered under their insurance policy(s).

Readings

No refunds will be given. Those needing to cancel will be required to either reschedule, or to transfer their booking to a friend or family Customer/Client. If neither of these options are satisfactory, Scott will offer a store credit note so you may exchange your reading booking for products of equal retail value (not including postage and handling).

In the event that Scott is unwell or unable to offer your reading on the day it was booked to take place, you will receive an email explaining the need to postpone. If no other date works for you, and you decide not to go ahead with your reading, you will receive a store credit note which will allow you to exchange your reading booking for products of equal retail value (not including postage and handling).

Please do not request a monetary refund as refusal often offends.

User content

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to Animal Dreaming a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Animal Dreaming the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Animal Dreaming or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Animal Dreaming reserves the right to edit or remove any material submitted to this website, or stored on Animal Dreaming servers or hosted or published upon this website.

Notwithstanding Animal Dreaming rights under these terms and conditions in relation to user content, Animal Dreaming does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

Limitations of liability

Animal Dreaming will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Animal Dreaming has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Animal Dreaming liability in respect of any:

- death or personal injury caused by Animal Dreaming negligence;
- fraud or fraudulent misrepresentation on the part of Animal Dreaming; or
- matter which it would be illegal or unlawful for Animal Dreaming to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a limited liability entity, Animal Dreaming has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Animal Dreaming officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Animal Dreaming officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Animal Dreaming.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You agree to indemnify Animal Dreaming, its affiliates, employees, agents, contributors, third party content providers and licensors against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Animal Dreaming to a third party in settlement of a claim or dispute on the advice of Animal Dreaming legal advisers) incurred or suffered by Animal Dreaming arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to Animal Dreaming other rights under these terms and conditions, if you breach these terms and conditions in any way, Animal Dreaming may take such action as Animal Dreaming deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Animal Dreaming may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Animal Dreaming may transfer, sub-contract or otherwise deal with Animal Dreaming rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions constitute the entire agreement between you and Animal Dreaming in relation to your use of this website and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with Australian Law and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of New South Wales, Australia.

You can contact Animal Dreaming by email to:
info@animaldreaming.com

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