



ACN 105 552 550

## TERMS AND CONDITIONS

These Terms and Conditions are **IMPORTANT** and you should ensure that you read them carefully and contact [admin@premiercricketonline.com.au](mailto:admin@premiercricketonline.com.au) if you have any questions before purchasing our product/s.

This Website gives you an opportunity to purchase product/s for cricket coaches, parents and players offered by Premier Cricket Centres Pty Ltd via [www.premiercricketonline.com.au](http://www.premiercricketonline.com.au) and the Website program.

By purchasing, accessing, downloading and / or using the product/s offered on this Website, you agree to be bound by these Terms and Conditions, which you acknowledge that you have read and understood.

### General Disclaimer

The BATTING ESSENTIALS™ program is intended for general education and information purposes only.

The BATTING ESSENTIALS™ program provides guidance and tools for you to achieve results, however, any decision you make and the consequences that flow from such decisions, is your sole responsibility.

Any testimonials and examples within Premier Cricket Centres Pty Ltd and BATTING ESSENTIALS™ marketing materials are not to be taken as a guarantee that you will achieve the same or similar results.

Premier Cricket Centres Pty Ltd cannot and does not make any guarantees about your ability to get results or earn any money with our ideas, information, tools or strategies. You acknowledge that there is an inherent risk in any business enterprise or activity and agree there is no guarantee that you will earn any money as a result of your purchase of our product/s.

### Refunds

Refunds are not provided for Premier Cricket Centres Pty Ltd's product/s, including where you have been given access to our BATTING ESSENTIALS™ program, whether accessed by you or not, unless we are in breach of the Australian Consumer Law, as set out in Schedule 2 to the Australian and Competition Act 2010 (Cth).

## Access to the BATTING ESSENTIALS™ program

An email receipt for the purchase of the BATTING ESSENTIALS™ program is automatically generated upon purchase.

The email receipt will contain a link to the BATTING ESSENTIALS™ program. After clicking on the link, you will be required to REGISTER:

- use the email address you purchased the program with
- add a password
- add your mobile phone number that will be used to receive a verification code

Each time you LOGIN to the BATTING ESSENTIALS™ program, you will be required to:

- add your email address
- add your password to receive a verification code to your mobile phone.

You must provide accurate, complete and up-to-date registration information, as requested. It is your responsibility to inform Premier Cricket Centres Pty Ltd of any changes to your registration information.

Premier Cricket Centres Pty Ltd may at any time request a form of identification to verify your identity.

As a registered user of the Website program, you acknowledge and agree that:

- you will **NOT** reveal (or cause to be revealed through any act or omission) your password to any other person;
- you are solely responsible for protection and confidentiality of any password that may be issued to you or subscribed for by you;
- you will immediately notify Premier Cricket Centres Pty Ltd if your Password is lost or becomes known to any other person; and
- you **CANNOT** transfer your access of the BATTING ESSENTIALS™ program to another person.

## Right to suspend and / or terminate

Premier Cricket Centres Pty Ltd reserve the right to suspend and / or terminate your use of the Website, if you breach any of these Terms and Conditions, as determined by us in our sole discretion.

Premier Cricket Centres Pty Ltd reserve the right to suspend and / or terminate any product or service, at any time and at our discretion.

## Your Indemnity

You indemnify Premier Cricket Centres Pty Ltd from all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by you as a direct or indirect consequence of using or attempting to use our information, products, services or any breach by you of these Terms and Conditions.

Premier Cricket Centres Pty Ltd are not responsible for, and expressly disclaim all liability to the fullest extent permitted by law, for damages of any kind arising out of use, reference to, or reliance on any information contained within this Website or through use of our product/s.

## **Earning and Income Disclaimer**

You acknowledge and agree that Premier Cricket Centres Pty Ltd, its directors, principals, employees and representatives are not responsible for decisions that you may make, nor losses that may arise out of any business or personal decision made by you at any time.

## **General**

These Terms and Conditions govern your use of this Website and your use of Premier Cricket Centres Pty Ltd's product/s and form a binding contractual agreement between you and Premier Cricket Centres Pty Ltd.

These Terms and Conditions constitute the entire and only agreement between you and Premier Cricket Centres Pty Ltd.

You acknowledge that you do not acquire any ownership rights by purchasing the BATTING ESSENTIALS™ program or by using this Website.

## **Copyright and Trademark Notices**

All material on this Website, or otherwise delivered by Premier Cricket Centres Pty Ltd, is subject to copyright.

While you may access, browse or print Premier Cricket Centres Pty Ltd's content for non-commercial, personal or internal business use, you must obtain our prior express written permission if you would like to use, copy, record or reproduce it. Modification of our content for this purpose, or any other purpose, is a violation of our copyright and other proprietary rights and is strictly prohibited.

BATTING ESSENTIALS™ is an unregistered trademark owned by Premier Cricket Centres Pty Ltd (ACN 105 550 552).

The trademarks, logos, and service marks displayed on this Website are the registered and / or unregistered trademarks of Premier Cricket Centres Pty Ltd and BATTING ESSENTIALS™. The trademarks whether registered or unregistered, may not be used in connection with any product or service, that does not belong to us, in any manner that is likely to cause confusion with customers, or in any manner that disparages Premier Cricket Centres Pty Ltd and BATTING ESSENTIALS™

Nothing contained on this Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trademark without Premier Cricket Centres Pty Ltd's express written permission.

You agree that damages may be an inadequate remedy to a breach of these Terms and Conditions and acknowledge that Premier Cricket Centres Pty Ltd will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.

## **Applicable Law**

These Terms and Conditions shall be construed in accordance with and governed by the laws of QUEENSLAND Australia. You consent to the exclusive jurisdiction of the courts in QUEENSLAND Australia to determine any matter or dispute which arises between Premier Cricket Centres Pty Ltd and you.

## **Updates of these Terms and Conditions**

Premier Cricket Centres Pty Ltd may update these Terms and Conditions at any time. If we do, the new Terms and Conditions will be posted on this Website. Your continued use of the Website will constitute your acceptance of any changes. If you object to any changes to the Terms and Conditions, your only remedy is to contact us at [admin@premiercricketonline.com.au](mailto:admin@premiercricketonline.com.au) and / or immediately discontinue your use of the product/s.

## **Enquiries and / or Feedback**

Premier Cricket Centres Pty Ltd welcome enquiries and / or feedback via the Online Contact Form in this Website. Unless specifically stated by you, Premier Cricket Centres Pty Ltd shall treat any information you provide us with, as non-proprietary and non-confidential.

**Company Details:**  
**Premier Cricket Centres Pty Ltd**  
ACN 105 552 550