



## Action Experiences Terms and Conditions – “In-Brief”

- 1. Vouchers are sold by Action Experiences as agent for businesses that provide lifestyle and recreational services to customers.**
- 2. Action Experiences is not a provider of experiences and Experience Providers provide these services directly to customers. No show within 48 Hours of booked date and time will result loss of all funds paid. Experiences Providers may have their own terms and conditions as well.**
- 3. Vouchers will remain valid for 3 years from the date of purchase within Australia. It is highly recommended the Vouchers is redeemed within the first 12 months of date of purchase. Additional charges may apply beyond 12 months of purchase of Voucher.**
- 4. All prices include Goods and Services Tax (GST) at the current rate of 10% in Australia 15% New Zealand.**
- 5. The statutory consumer guarantee applies to all Action Experiences transactions.**
- 6. All valid and unused Action Experience Vouchers are fully transferable. Vouchers must be valid and any higher price for a product or service listed on the Action Experience website than the voucher value must be paid to Action Experiences Pty Ltd prior to using the voucher.**
- 7. If bad weather affects a booking, you will be offered alternative times to reschedule at no cost to you by the experience provider. Action Experiences Customers should contact the experience provider directly to arrange an alternate date and time for the experience and quote the Voucher Reference number.**
- 8. Certain experiences provided by experience providers are subject to minimum age, weight, health, height or other restrictions. Any disputes in relations to this should be taken up directly with the event provider, not Action Experiences Pty Ltd as they are the provider of the experience and set their own terms and conditions.**
- 9. Purchases are transferrable but NOT refundable. An administrative fee applies to all changes.**
- 10. Your participation in each experience is conditional upon your acceptance of the experience provider's terms and conditions and well as Action Experiences PL Terms and Conditions herein.**

If you have any queries, please contact us and we will be pleased to assist.  
Phone: 0418318903 9am to 5pm Monday to Friday +61418318903 International  
Australian Eastern Standard Time  
Outside these hours please send an email to:  
E-mail: [info@actionexperiences.com.au](mailto:info@actionexperiences.com.au)

## Terms, Conditions & Acknowledgement of Risk

### **ACTION EXPERIENCES PTY LTD Bookings: Terms, Conditions & Acknowledgement of Risk. 24/02/2025.**

1. ACTION EXPERIENCES PTY LTD is a booking agent for companies that provide adventures to the public. ACTION EXPERIENCES PTY LTD is not the provider of these adventures. We help user to research and book travel and accommodation when it is listed on our web site, How-ever we are not a travel agency or tour agency, and we don't provide experiences ourselves. When you make a booking/s you will and are purchasing a tour, or ticket or accommodation from a third party.
2. Change of mind: Bookings made through ACTION EXPERIENCES PTY LTD are non-refundable in whole or in part if you change your mind however they are fully flexible and may in most cases be exchanged to be used towards another ACTION EXPERIENCES PTY LTD product or voucher.
3. Any changes to your booking should be made directly with the Experience Provider quoting the voucher reference number. A change of booking Fee of \$50 will apply. Send an email to [info@actionexperiences.com.au](mailto:info@actionexperiences.com.au) with the subject heading "Change of booking" and your contact details mobile number etc.
4. A card payment fee equivalent to up to 5.0% of the total amount charged will apply to each order paid for using a debit, prepaid, credit or charge card. An additional administration fees may be charge as required by the terms of conditions of payment providers mentioned below. Acceptable Methods of payment are direct deposit, Square, B-pay or Pay Pal, Zip pay. Future approved payment methods like Stripes, Square, Credit card will be acceptable and notification of this will be added to our site when this becomes an acceptable payment method in the future.
5. If you fail to show at the booked time, or on the booked day of your adventure, the adventure operator will be unable to provide a refund or credit. Short notice cancellation less than 48 hours before booked time and date will result in loss of monies paid for the voucher. Action Experiences partners may also impose their own terms and conditions in relation to cancelation fees that you may be liable to pay.
6. The Participant acknowledges and agrees that, upon booking an adventure through ACTION EXPERIENCES PTY LTD, they shall sign an Acknowledgement of Risk, wherein the Participant releases ACTION EXPERIENCES PTY LTD from any liability with respect to any injuries, loss or damages which may be sustained by the Participant in the course of undertaking any adventure, whether dangerous, hazardous or otherwise. If you are under the age of 18 you will need to have a parent or guardian sign the Acknowledgement of Risk E-Doc on your behalf. Should this not be available on our web site a completed PDF form is available which needs to be signed and emailed back to us via the email address listed on our web site. Failure to do will be taken as if the booking was never made. Should the purchaser of the be voucher be under 18 years of age at time of purchase of an experience voucher you agree to fully indemnify Action Experiences and its servants, agents, clients and employees against any injury, damage, or accident that may be sustained by the Participant, whilst participating in adventures booked through Action Experiences PTY LTD or the Entities and Groups who offer various services to Action Experiences Pty Ltd.
7. The Participant unconditionally agrees to fully indemnify ACTION EXPERIENCES PTY LTD and all its servants, agents, contractors, clients and employees against any injury, damage or accident that may be sustained by the Participant, whilst participating in adventures booked through ACTION EXPERIENCES PTY LTD or the Entities and Groups who offer various services to ACTION EXPERIENCES PTY LTD.
8. The Participant warrants that he/she does not suffer from any medical condition and/or incapacity which may impair the Participant's ability to participate in ACTION EXPERIENCES PTY LTD's adventures and further, that the Participant does not suffer from any Heart Condition, Epilepsy or other Medical Condition which may result in the Participant potentially placing himself/herself in a position of risk, by undertaking adventures booked through ACTION EXPERIENCES PTY LTD.
9. ACTION EXPERIENCES PTY LTD and its adventure operators reserve the right to cancel an adventure at any time in the event of adverse weather conditions, equipment failure, minimum numbers for an event not being met or other reasonable and unforeseen circumstances. In such an event, an alternative date may be arranged. The Participant or the purchaser may convert the adventure to an Action Experience Adventure Voucher or the purchaser may request a

refund. Any additional costs like Administration Fees associated with refunds/or change of bookings costs including postage fees will not be refunded.

10. ACTION EXPERIENCES PTY LTD will not be responsible for any loss, injury or damage incurred or suffered by the Participant during the adventure. By participating in ACTIVITIES provided by one of Action Experiences partners you are made aware and consent that these activities are of higher personal risk by the nature of the experience being conducted and the participant fully indemnify ACTION EXPERIENCES PTY LTD and all its servants, agents, clients and employees against any injury, damage or accident that may be sustained by the Participant, whilst participating in adventures booked through ACTION EXPERIENCES PTY LTD or the Entities and Groups who offer various services to ACTION EXPERIENCES PTY LTD.
11. The Participant pledges and agrees that no claim or legal action will be initiated by it against ACTION EXPERIENCES PTY LTD, its clients, its agents, employees, instructors, and/or personnel, due to any costs incurred due to rescheduling a booking or due to any accident or injury sustained during the course of undertaking an adventure booked through ACTION EXPERIENCES PTY LTD
12. It is the responsibility of the purchaser to ensure that the correct address is supplied for delivery and the more information that is provided when ordering the easier it is to amend any mistake. There is space for you to provide any special delivery instructions when you place your order and we encourage you to use it. If we are sent to an incorrect address, an additional delivery charge may apply to redirect the delivery. Our normal method of delivery is via the internet E-Card, to the email address used in purchasing an Action Experiences goods or service/s.
13. Register Trade Mark/No Person or legal entity or individual shall republish, broadcast, transmit, or offer for sale the use of Action Experiences Trade Mark without the written consent of the Directors Action Experiences Pty Ltd or any or its current or future legal entities.
14. There will strictly be no changes available to be made after your booking; the customer accepts full responsibility of purchasing the experience on the specific date and time chosen.
15. A card payment fee equivalent to up to 5.0% of the total amount charged will apply to each order paid for using a debit, prepaid, credit or charge card. Additional Administration fees may apply.
16. It's the customer's responsibility to show at the booked time, or on the booked day of the adventure. Arrival at least 15 mins before the booked time and is advised.
17. The Participant acknowledges and agrees that, upon booking an adventure through ACTION EXPERIENCES PTY LTD, they shall sign an Acknowledgement of Risk, wherein the Participant releases ACTION EXPERIENCES PTY LTD from any liability with respect to any injuries, loss or damages which may be sustained by the Participant in the course of undertaking any adventure, whether dangerous, hazardous or otherwise. If you are under the age of 18, you will need to have a parent or guardian sign the Acknowledgement of Risk on your behalf. A pdf of this form is available on our website. The completed signed form with your parent/legal guardians' signature should be emailed to the [info@actionexperiences.com.au](mailto:info@actionexperiences.com.au), it is your responsibility to complete this form prior to purchasing any voucher from our web site. An E-doc Sign form will be available on Action Experiences Web site in due course.
18. The participant unconditionally agrees to fully indemnify ACTION EXPERIENCES PTY LTD and all its servants, agents, clients and employees against any injury, damage or accident that may be sustained by the Participant, whilst participating in adventures booked through ACTION EXPERIENCES PTY LTD or the Entities and Groups who offer various services to ACTION EXPERIENCES PTY LTD.
19. ACTION EXPERIENCES PTY LTD and its adventure operators reserve the right to cancel an adventure at any time in the event of adverse weather conditions, equipment failure, minimum numbers for an event not being met or other reasonable and unforeseen circumstances. In such an event, an alternative date may be arranged with the Participant or the purchaser may convert the adventure to an Action Experience Voucher or the purchaser may request a refund in the event that Action Experiences Pty Ltd cancel the experience and is not able to offer an experience of a similar monetary value. Any additional costs including postage fees and courier's fees, required administration Fees to cover Action Experience reasonable cost to cover this request will not be refunded.

20. ACTION EXPERIENCES PTY LTD will not be responsible for any loss, injury or damage incurred or suffered by the Participant during the adventure.

21. The Participant pledges that no claim or legal action will be initiated by it against ACTION EXPERIENCES PTY LTD, its clients, its agents, employees, instructors, and/or personnel, due to any costs incurred due to rescheduling a booking or due to any accident or injury sustained during the course of undertaking an adventure booked through ACTION EXPERIENCES PTY LTD.

## **Gift Vouchers**

### **1. Making a Purchase:**

When you purchase an experience voucher via our web site or use an Action Experience Gift and tick the box that says 'I understand and accept the Terms and Conditions', you become legally bound by these terms and conditions and the Action Experiences Privacy Policy. Please do not proceed to purchase or use your Action Experience Gift Voucher until you have read, understood and accepted these terms and conditions.

When you make a purchase on behalf of another individual (such as purchasing an experience or gift voucher for them) and you provide us with their personal information, you warrant that you are authorised to provide us with that personal information and that we are able to use that personal information for the purposes as set out in our privacy policy. This would include, for example, using their email address to undertake delivery of the purchase.

All purchases are via payment of one of the following payment methods, **Debit card, Direct Deposit, BPAY**. Other means of payment like Square, zip pay, after pay, or apple pay will be advised at a later date and added to our site at a date in the future.

If you have any queries, please contact us and we will be pleased to assist.

## **Australia**

Phone: 0418 318 903 9am to 5pm Monday to Friday. International calls +61418318903 Please Google check Melbourne Australia Local time before calling. Business Hours Only. Call outside these hours will not be answer unless it is an emergency.

E-mail: [info@actionexperiences.com.au](mailto:info@actionexperiences.com.au)

**Please note:** Vouchers purchased on Action Experiences are purchased in Australian Dollars and gift vouchers or cards are purchased from Australian retailers are in Australian Dollars.

## **ACTION EXPERIENCES PTY LTD Gift Vouchers and Gift Cards: Terms & Conditions**

### **1. Validity as per Australian Consumer Law. 01/11/2019.**

With some exclusions, the fundamentals are:

- A minimum three years expiry period for gift cards is required,
- Gift vouchers/cards must display expiry dates, the date being 3 years from purchase/supply date that the gift card is sold to a customer.
- Gift cards must prominently display the expiry date as either the full date or as a period of time. For example:
  - *'Supply date: March 2020. This card will expire in 3 years'*
  - *'This card expires 3 years after supply. Supply date 15/8/2020'*
  - *'Valid for 3 years from 11/19'*
- If the expiry date is shown as a period of time, it must also include the date it was supplied or purchased so the expiry date can be determined.
- A gift voucher/card must also state if there is no expiry date.

- Most post purchase fees on gift cards are banned.
- Once a gift card has been issued, there is a ban on charging any post-purchase fee, including:
  - Activation fees
  - Accounting keeping fees
  - Balance enquiry fees
- The ban does not cover fees that a business can charge as part of a sale to cover the cost of processing a payment. Post purchase fees do not include, so we can include these in the Terms and Conditions:
  - Overseas transaction fees
  - Booking fees
  - Payment surcharge fees
  - Fees charged for the reissue of a lost, stolen or damaged card.

Businesses are able to charge an upfront fee when a consumer purchases a gift card.

- If the Adventure Voucher is not booked and taken within 2 months the amount paid for the voucher will be preserved for a further 24 months but the adventure supplier will not be obliged to offer the adventure nor to offer the adventure at the same price, and;
- After 12 months, if the price of the adventure has increased, an additional amount will need to be paid at the time of booking, and;
- After 12 months, if the adventure is no longer available, the Adventure Voucher is converted to credit to be used on another Action Experience Adventure.

## 2. Redemption

To redeem your ACTION EXPERIENCES PTY LTD Gift Voucher, please complete a Booking/Order Form on our website [www.actionexperiences.com.au](http://www.actionexperiences.com.au). A calendar of available dates for your adventure is located under 'Next Available Dates' on the web page for your adventure. It is the Gift Voucher holder's responsibility to ensure the Gift Voucher is redeemed before the expiry date of their Gift Voucher. Gift Vouchers and Gift Cards are not redeemable to cash and cannot be redeemed towards the purchase of another Gift Voucher. A card payment fee equivalent to up to 5% of the total amount charged will apply to each Gift Voucher paid for using a debit, prepaid credit or charge card. Additional Card administration fees may apply.

**A maximum of five (5) ACTION EXPERIENCES PTY LTD Gift Cards can be used per booking.**

## 3. Extending the expiry date

We understand that things do pop up, or time can pass you by. If you forget to redeem your Gift Voucher there are some options to extend the value of your Gift Voucher.

### **Not Expired – Extension Required**

If your Gift Voucher hasn't expired, we can extend your voucher for an additional 3 months for an administration fee of \$50. An extension can only be made once.

### **Gift Voucher Expired – within 90 days of expiry**

If your Gift Voucher has expired for 90 days or less we can reactivate your voucher for a fee of \$50.

### **Gift Voucher Expired – 91 days or more past expiry**

If your voucher has been expired for 91 days or more the voucher cannot be extended under any circumstances.

## 4. Transferring your Gift Voucher to someone else

You can transfer your voucher to another person. Please email ACTION EXPERIENCES PTY LTD and request a Transfer Form to be sent to you via email only, as we need written consent, so please supply your email address so that we can forward you a form. We can post a Transfer Form, however a fee of \$35 will apply.

## 5. Flexibility

The value of your Gift Voucher is fully flexible, and is transferable towards any ACTION EXPERIENCES PTY LTD product.

## 6. Discontinuing an item purchased

ACTION EXPERIENCES PTY LTD reserves the right to discontinue the sale of any adventure purchased on a Gift Voucher, but agrees to replace the discontinued item with any other adventure to the same value or refund the purchase amount in full.

#### **7. 14 Day 'change of mind' Refund Policy**

If you are not completely satisfied with the Gift Voucher that you have purchased from ACTION EXPERIENCES PTY LTD, then you may request a refund of the Gift Voucher within 14 days of the purchase date. The amount refunded will be subject to (and reduced by) any postage, delivery or administration costs that were incurred by ACTION EXPERIENCES PTY LTD and will exclude any additional fees paid at the time of the purchase. **Refunds are only permitted for Gift Vouchers that have not been used in whole. Refunds can only be processed back to the original purchase of the Gift Voucher. You accept and acknowledge that it is your responsibility to ensure that the Banking details are correct. Failure to do so may result in the refund being paid to wrong account.**

After a period of 14 days has elapsed from the date of purchase of the Gift Voucher, the Gift Voucher will be non-refundable in whole or in part; however, our Gift Vouchers are fully flexible and may be exchanged to be used towards another ACTION EXPERIENCES PTY LTD product or adventure.

#### **Privacy Policy**

The Action Experiences and its related bodies corporate (us, we or our) is sensitive to the concerns of our online users may have about the safety and use of the personal information they provide. Please read this Privacy Policy and our Terms and Conditions carefully to understand how any personal information collected by ACTION EXPERIENCES PTY LTD is used.

This website [www.actionexperiences.com.au](http://www.actionexperiences.com.au) and the sites of our related bodies corporate (collectively, the Site) is used by ACTION EXPERIENCES PTY LTD to give visitors and customers (Users) access to various products and services (the Services).

Access to the Site and the provision of the Services is conditional on Users accepting the terms of this Privacy Policy. The Privacy Policy applies to the collection, storage, use and disclosure by ACTION EXPERIENCES PTY LTD of the personal information of the individuals using the Site.

This Privacy Policy has been developed in accordance with the Commonwealth Privacy Act 1988 and the Australian Privacy Principles (APPs). Although we will comply with this Privacy Policy in respect of information provided to us by persons under the age of 18 years, those persons must obtain the consent of a parent or guardian prior to using the site and the parent or guardian will be responsible for appropriately supervising the person's use of the Site and all its content.

If you have any further questions or if you wish to receive more information on our information practices and Privacy Policy, please contact our Privacy Officer at the following address: [info@actionexperiences.com.au](mailto:info@actionexperiences.com.au)

#### **What personal information we collect from you**

We request information from Users prior to their making a purchase or booking, for example, contact information (like name, phone number, email address and delivery/billing address). If there is an enquiry or trouble is experienced when processing an order or booking, this contact information is used to contact the User. This information will be saved for future orders and/or bookings.

In order to facilitate purchases we also request financial information (like your direct deposit details, name or address phone number Debit card details, credit card number, expiration date). No Debit card or credit card details are retained under any circumstances.

In order to provide the best possible service to our customers we record all calls handled by our Customer Experience team for coaching and training purposes. At the beginning of each call you will be given the opportunity to request that your call is not recorded. Call recordings are kept for a short period.

In certain circumstances, such as when you purchase a gift voucher for another individual, we may also collect the information that you provide to us on that individual (such as their name and email address). In providing us with any personal information, you warrant that you are authorised to provide us with that personal information and that we are able to use that personal information for the purposes as set out in this privacy policy.

We will not generally collect any sensitive information from you, revealing your: race, ethnic origin, political opinions, religious or philosophical beliefs, trade union memberships or details of health or disability which we consider are unnecessary to function. Exceptions to this include:

- a. Where you have given express consent to us to do so and the information is reasonably necessary for us to carry out our functions or activities;
- b. The use of this information is required or authorised under Australian law or a court or tribunal order; or
- c. When the information is necessary for the establishment, exercise or defence of a legal claim.

We will not collect personal information unless the information is reasonably necessary for, or directly related to one, or more of our functions or activities. If we are unable to collect personal information we reasonably require, we may not be able to do business with you or the organisation or legal entity with which you are connected.

#### **Collection of Website Activity Information (Cookies)**

ACTION EXPERIENCES PTY LTD collects information about individual users and the activities of Users on the Site. This information is used to assist us in enhancing the functionality of the Site and Services. Collection of website activity information is conducted via the use of 'cookies'. In simple terms a cookie is a little piece of information handed to a web browser from a web server that contains information that can be retrieved from the server later. When a User visits the web Site/s the server may attach a cookie to their computer's memory. ACTION EXPERIENCES PTY LTD uses cookies to the extent of recognising the User when they visit the Site and pairing that user with an account profile. Personal information can only be used to identify a user's website activity when that user is logged into their ACTION EXPERIENCES PTY LTD customer account. Where a user is not logged in, website activity cannot be used to identify users.

Unless you are a User of ACTION EXPERIENCES PTY LTD who is logged in to an ACTION EXPERIENCES PTY LTD account at the time, this information is not linked to any personal information that the user may provide and cannot be used to identify users. A User may configure their computer so that it disables cookies or does not accept them.

We may also store your website activity in cookies which may be used by third party vendors, including Google, to serve ads based on your behaviour on our website. You may opt out of Google's use of cookies by visiting the Google advertising opt-out page.

#### **What we will do with a user's personal information**

All personal information that ACTION EXPERIENCES PTY LTD or its related bodies corporate collect is collected for purposes that are reasonably necessary to provide our services to Users, including:

- a. Processing a booking and/or order (for example sending order confirmations and booking conformation details);
- b. Enabling ACTION EXPERIENCES PTY LTD to communicate effectively (for example to respond to any questions, concerns, or problems raised by the User); and
- c. Enhancing functionality of the Site and Services when a User is logged in (for example, personalised recommendations and submission of customer feedback).

For the purposes of providing, you with our services, we may disclose your information to third parties such as our service providers and suppliers. Any such disclosure will be done in accordance with the terms of this Privacy Policy. We take reasonable steps to ensure that these organisations are bound by privacy obligations in relation to the protection of your personal information.

We may also share information with third parties for the purposes of joint promotions or data analytics. Where we share information for the purposes of data analytics, this information will be appropriately de-identified so that it is not the personal information and you will not be personally identifiable.

We will not disclose personal information to any third party other than as set out above or elsewhere in this Privacy Policy. In order to deliver the services that we provide to you, we may disclose your personal information to other organisations, only in relation to providing our services to you.

We may disclose certain information about you including your personal information to our related bodies corporate.

In the event of a security incident involving unauthorised access, use or disclosure of personal information where a third party with whom we share personal information is involved, we will seek to work cooperatively with them to protect the personal information we have shared with them.

#### **Direct marketing**

The User will also be given the option to sign up for our email newsletter. Once subscribed ACTION EXPERIENCES PTY LTD and its related bodies corporate may use personal information about the User for the primary purpose of providing the User with services from ACTION EXPERIENCES PTY LTD or its partner suppliers and for other purposes for which you would reasonably expect us to use that information. This includes sending the User information about new 'experiences', products, services and special offers by post, telephone or any form of electronic communication. By subscribing, the User authorises ACTION EXPERIENCES PTY LTD to use any email address or other contact information he/she has provided at any time for this purpose.

The User will also be given the opportunity to 'opt-out' of receiving emailed information or other correspondence, by simply clicking the unsubscribe link at the bottom of any newsletter email they receive from us. The User agrees and acknowledges that even if he/she opts out of receiving marketing material, ACTION EXPERIENCES PTY LTD may still send the User essential information that it is legally required to send the User relating to the services they have acquired from us.

Once you opt out of receiving marketing material from us, you agree and acknowledge that this removal from our distribution lists may take several business days after the date of your request to be removed.

#### **Keeping a User's personal information accurate**

The personal information we hold about a User (such as name and email address) is kept so that we may correctly identify that User. Users can update their personal information any time from within the 'My Account' area of the site or by completing a customer's update form available on our site and email the signed form to: [info@actionexperiences.com.au](mailto:info@actionexperiences.com.au).

We take all reasonable steps to ensure that personal information held by us is accurate, up-to-date, complete, relevant and not misleading. If you believe that any of your personal information is not accurate, up-to-date, complete, relevant and not misleading, please contact us (see below) and we will take all reasonable steps to correct it within a reasonable time.

#### **Third Party and Linked Sites**

This website contains links to other sites. Please be aware that ACTION EXPERIENCES PTY LTD is not responsible for the privacy practices of such other sites. We encourage our users to be aware that when they leave our site to read the privacy statements of each and every website that collects personally identifiable information. This privacy statement applies solely to information collected by this website.

#### **Transfer of your data outside of Australia**

Users' personal information is uploaded to, and kept on, servers that we maintain or that are maintained by third parties that comply with strict contractual privacy obligations, except where a copy is sent to the User at their request. User consent for their personal information to be transferred and stored in this manner is obtained at the time of registration.

#### **User consent to our use of personal information**

We ask for User consent to the use of any personal information we collect from them in accordance with this Privacy Policy at the time of providing that information. If a User does not wish to provide us with their consent, they cannot agree to the site Terms and Conditions and must not use the Site.

Our use of the personal information we collect is necessary in order for us to maintain the site and facilitate User use of the site. We do not collect any unnecessary personal data from Users (for instance, their race or religious beliefs).

#### **Keeping a User personal information secure**

ACTION EXPERIENCES PTY LTD is committed to information security. We will use all reasonable endeavours to keep User personal information in a secure environment. For instance, each User's personal information is encrypted whilst being sent to our server at the time of setting up an account. However, security cannot be guaranteed due to the nature of the internet.



ACTION EXPERIENCES PTY LTD security measures are designed to assist in ensuring that User personal information is not accessed by unauthorised personnel, lost or misused. If you reasonably believe that there has been an unauthorised use or disclosure of your personal information, please let us know by contacting our Privacy and Data Protection Officer (contact details below).

The security of your sensitive financial details is important to us. Credit card/Debit card details are never stored by ACTION EXPERIENCES PTY LTD. Debit/Credit card data is encrypted when being transferred through the payment gateway. Not only are all transactions secure using industry strength SSL encryption but, as additional protection, we also enforce the entry of the 3 or 4 digit credit card security numbers (CVN).

#### **How long we hold User personal information**

We will retain your information for as long as ACTION EXPERIENCES PTY LTD account is active or as necessary. A User's personal information request for account to be deactivated, Please send and complete the form on our web site or send a signed written request by email to [info@actionexperiences.com.au](mailto:info@actionexperiences.com.au). Please include your full name, both postal and email address and best contact phone number.

#### **Breaches of security**

Notwithstanding the reasonable steps taken to keep information secure, breaches may occur. In the event of a security incident, we have in place procedures to promptly investigate the incident and determine if there has been a data breach involving personal information and if so, to assess if it is a breach that would require notification. If it is, we will notify affected parties in accordance with Privacy Act requirements.

#### **Revision of this Privacy Policy**

ACTION EXPERIENCES PTY LTD reserves the right to change, modify, or revise this Privacy Policy in order to comply with any applicable laws or for any other reason at any time. Therefore, our Users are required to check the Privacy Policy periodically to read about any changes, modifications, or revisions. Users may wish to check it each time they submit personal information. You will be deemed to have consented to such variation by your continued use of the Site following any changes being made.

#### **How can User's access, change or delete their personally identifiable information?**

Users have a right to get a copy from us of the personal information we hold about them. If you wish to receive a copy of this information, please address your request to the Privacy and Data Protection Officer (contact details below). We will deal with your request promptly and in any case at least within 30 days of the date of receiving it. We will give access to the information in the manner you request, this must be where reasonable and practicable. This will be subject to any exemptions allowed under the Privacy Act. We will correct or delete inaccurate or incomplete personal information we hold about you at your request.

#### **Contacting ACTION EXPERIENCES PTY LTD about this Privacy Policy**

Please address all requests and questions about this privacy policy to:

The Legal Representative Action Experiences, Privacy and Data Protection Officer

[info@actionexperiences.com.au](mailto:info@actionexperiences.com.au)

When contacting us you have the option to either not identify yourself or to use a pseudonym. However, this will not apply if it is impracticable for us to communicate with you that way or we are required to authorise under Australian law to only deal with individuals who have identified themselves.

#### **Products**

##### **ACTION EXPERIENCES PTY LTD Purchases: Terms and Conditions**

1. ACTION EXPERIENCES PTY LTD is a booking agent for companies that provide adventures and products to the public. ACTION EXPERIENCES PTY LTD is not the provider of these adventures and products and accomodation.
2. Cancellations received with less than 48 hours-notice prior to the booked experience will be charged at 100% of the total order value.

3. We ask that you please call our Customer Service Department during normal business hours on (0418 318 903) to discuss any queries or concerns you may have. A number of resolutions may be available to you and are subject to your particular situation. Should you get a voice message please leave your contact details so we can get back in touch with you. Full Name, email address and best phone number.
4. A card payment fee equivalent to up to **5%** of the total amount charged will apply to each order paid for using a debit, prepared, credit or charge card.
5. If, due to unforeseen circumstances, it is necessary to substitute an item, ACTION EXPERIENCES PTY LTD guarantees that such substitution will be of equal monetary value.
6. Please note that for photographic purposes props, sample photos of goods, experiences and services may have been used.
7. The Purchaser acknowledges and agrees that, upon making the purchase through ACTION EXPERIENCES PTY LTD, they release ACTION EXPERIENCES PTY LTD from any liability with respect to any injuries, loss or damages which may be sustained by the Recipient in the course of receiving the product, whether dangerous, hazardous or otherwise.
8. The Purchaser warrants that he/she and/or the recipient does not suffer from any Medical Condition and/or incapacity which may impair the recipient's ability to consume the product purchased from ACTION EXPERIENCES PTY LTD.
9. It is the responsibility of the purchaser to ensure that the correct address is supplied for delivery and the more information that is provided when ordering the easier it is to amend any mistake. There is space for you to provide any special delivery instructions when you place your order and we encourage you to use it. If we are sent to an incorrect address, an additional delivery charge may apply to redirect the delivery.
10. Registered Trade Mark

No Person or legal entity or individual shall republish, broadcast, transmit, or offer for sale the use of Action Experiences Trade Mark/s without the written consent of the directors of Action Experiences Pty Ltd or any of its current or future legal entities. Any person/s or legal entity who uses Action Experiences Trade Mark without the direct consent of the Director of Action Experience will result in legal Action being taken against that person or Legal Entity.

**END OF TERMS AND CONDITIONS. Version 9.**



**ACTIONEXPERIENCES<sup>®</sup>**