

Bucket List Trips: T&C of Use

Last updated: 15 July 2025

1. Introduction

- 1.1. By using our website (located at www.bucketlisttrips.com.au), our mobile application (**App**), any related websites or URLs, social media platforms owned or operated by us (**Sites**) and using our Services, you agree to be legally bound by these Terms and Conditions (**Terms**).
- 1.2. By agreeing to these Terms, you are entering into an agreement with Bucket List Trips Pty Ltd ACN 679 053 153), including its successors, assignees and related bodies corporate (defined in the Corporations Act 2001 (Cth)) (**Bucket List Trips** or **we** or **us**).
- 1.3. By accessing or using our Services, you warrant and represent to us that:
 - (a) you have read, understand and agree to be bound by these Terms;
 - (b) you are over the age of 18 years; and
 - (c) you have the right, authority and legal capacity to enter into a legally binding agreement and to abide by these Terms.
- 1.4. All of our terms and conditions and policies that are linked to or in the Sites, including our **Privacy Policy** and our **Membership Terms** are incorporated into these Terms. You agree to comply with all such Terms when accessing or using our Services.

2. Use of the Services

- 2.1. You agree that you are responsible for your access to our Services and for ensuring that any persons that may access the Services through your account or internet connection are aware of and compliant with these Terms.
- 2.2. You warrant and represent to us that your use of the Services will comply with all applicable laws and regulations in Australia, in your state/country, in the location that you access the Services and otherwise where applicable, and that you will not use our Services for any activities that are unlawful or discriminatory, harmful to others, or for any activity that does, or may, violate the rights of others.
- 2.3. We reserve the right to add, change, modify, suspend or discontinue at any time any portion of the Services or access to the Site, in our sole discretion. We may impose limits on any portion of the Service or restrict your access to portions of or the entire Site in our sole discretion without notice to you.

Details and marketing emails

- 2.4. When you provide your details to us, you warrant and represent that the details are accurate and that you are the account holder or authorised nominee of the contact number that you provide to us. You agree to promptly notify us of any changes to such information.
- 2.5. You consent in advance to be contacted during our usual business hours (including in relation to customer service matters, Order confirmation/assistance, product offers and/or other promotional purposes) and to receiving marketing and promotional materials via electronic communication (including phone, email and post) to the contact details provided to us in accordance with our **Privacy Policy**.

Your Conduct

2.6. You agree that you will not:

- (a) engage in unlawful, obscene, harassing, intimidating, threatening, predatory or stalking conduct, or conduct that may fall under one of the aforementioned categories;
- (b) disclose or share your password or login information for the Services with any party;
- (c) use the Services in a manner that may affect, damage, disrupt, impair, disable, interfere with or prevent the reliability and performance of the Services, or interfere with or attempt to interfere with any other user's use of the Services;
- (d) copy or impersonate any other person or entity, or misrepresent any of your details including your image (for example by using only accurate and current photos), name, age, identity, affiliation, connection or association with any other person or entity;
- (e) use the Services to promote or solicit involvement in or, support of a political platform, religion, cult, or sect;
- (f) post a person's personal information or images without express permission;
- (g) solicit or engage in any illegal or unlawful activity;
- (h) use the Service to redirect users to other websites or encourage users to visit other websites;
- (i) use the Service for any phishing, trolling or similar activities;
- (j) defraud, scam, hack, swindle or deceive other users of the Services;
- (k) harvest or collect email addresses or other contact information of other users from the Services by electronic or other means or use the Services to send, either directly or indirectly, any unsolicited bulk e-mail or communications, unsolicited commercial e-mail or communications or other spamming or spamming activities;
- (l) circumvent, disable or otherwise interfere with security-related features of the Services or features that determine whether you are acting in accordance with the Terms;
- (m) attempt to access any Services or area of the website that you are not authorised to access;
- (n) allow third parties to access and use the Services via your account;
- (o) collect or solicit another person's personal information or images for commercial, inappropriate or unlawful purposes;
- (p) use any programs, scripts, bots or other automated technology to scrape or access the Services or hijack user accounts or log-in sessions;
- (q) embed, frame, include or imitate any part of the Services on another website, application or other platform, without our prior written authorisation;
- (r) use any kind of code, program or device containing reference to Bucket List Trips or the Services in order to direct any person to any other website for any purpose;
- (s) resell, rent out or make any commercial use of the Services;
- (t) use robots, data mining or similar data gathering or extraction methods or otherwise collect any pictures, descriptions, data or other content from the Services;
- (u) attempt to mislead others as to the origin of any information through the Services by copying, forging or manipulating identifiers such as headers, footers or signatures;
- (v) use automated methods or processes to use or access the Services or create user accounts;

- (w) attempt to, or actually gain, unauthorised access to our Services, the server on which our Services is stored or any server, computer or database connected to our Services;
- (x) cause harm to our Services by hacking, phishing, introducing viruses, trojans or other programs, scripts or material that may be malicious or technologically harmful to us, our website, App, Services or other users of our Services; or
- (y) use the Services other than for their intended purpose.

User accounts

- 2.7. To access and use the Services, you may be required to register for a user account.
- 2.8. You agree that you are solely responsible for maintaining the confidentiality of your account details, including your password. When you register an account with us, please note that your Personal Information will be accessible by us in accordance with our **Privacy Policy**.
- 2.9. You agree that User Content you provide to us may be made publicly accessible to third parties, including other users or visitors of the Services. You agree that we are not liable to you for the use or access of User Content by third parties and Payment Gateways.
- 2.10. We retain the right to screen and verify you or your business and identity in our sole discretion. You agree to submit to such screening and to provide to us, at your cost, immediately upon request, complete, accurate and current information confirming your identity and eligibility to use the Services, including company records, copies of photo identification (such as drivers licence and passport) or other identifying documentation.
- 2.11. You understand that we may, in our absolute discretion, investigate, take legal action, terminate or cancel your access to the Services, your account, Membership at any time and for any reason, without notice to you, including if it is found that you have, or are suspected of, violating these Terms.

3. Memberships

- 3.1 We may offer users the ability to purchase memberships that provide access to additional features, benefits, or content on our Sites. The terms, pricing, and inclusions of each membership type will be as described on the Sites at the time of purchase.
- 3.2 All memberships purchased on our Sites are governed by our **Membership Terms** in addition to these Terms and our Privacy Policy.
- 3.3 By selecting a membership and completing the payment process, you agree to purchase the membership in accordance with these Terms, our **Membership Terms** and any additional terms specified at the point of sale. All purchases are subject to our acceptance, and we reserve the right to refuse or cancel any membership order at our sole discretion.
- 3.4 You agree to pay the applicable membership fees as displayed at the time of purchase, including any applicable taxes or charges. Payment must be made using an approved payment method via our Sites. All amounts are stated and payable Australian Dollars (AUD) unless otherwise specified.
- 3.5 Membership fees are non-refundable to the extent permitted by law. If your membership is cancelled by us due to a breach of these Terms or our **Membership Terms**, you will not be entitled to a refund for any unused portion of your membership unless stated otherwise in our **Membership Terms**.
- 3.6 We reserve the right to modify, suspend, or discontinue the availability of memberships or the **Membership Terms** applicable to them at any time. Any changes will not affect existing memberships for the remainder of their current term but will apply to renewals and new purchases thereafter.

4. User Content

Licence to use User Content

- 4.1. Our Services may provide you with the opportunity to submit User Content. Please note that your name and location submitted on the Services may be publicly displayed on the Sites and other users will have access to this information may use it or share it with third parties. If you choose to voluntarily disclose any other information in your use of the Services, that information will be considered public information and the protections of our Privacy Policy may not apply.
- 4.2. By providing or sending to us, uploading, publishing, transmitting or making available any data, content or other material to us (**User Content**), you agree to grant us, ours affiliates, licensees and successors, a non-exclusive, royalty-free, perpetual, irrevocable, worldwide and fully sub-licensable right to use, communicate, reproduce, modify, adapt, publish, publicly perform, translate, create derivative works from, distribute and display in any form, any such content, including but not limited to text, images, videos, graphics, audio and photographs without attribution, including for the purpose of completing your Order.
- 4.3. You agree that User Content you provide to us may be made publicly accessible to third parties, including other users or visitors of the Services. You agree that we are not liable to you for the use or access of User Content by third parties.
- 4.4. By uploading, publishing, transmitting or making available any User Content to us, you warrant and represent to us that:
 - (a) you hold all the intellectual property rights to the User Content and have the authority to upload or make available the User Content and licence the User Content to us;
 - (b) our use of the User Content will not infringe or violate any third-party rights, including but not limited to defamation, intellectual property rights, moral rights and privacy rights and will not give rise to an obligation to make any payment to a third party;
 - (c) any User Content you associate with the Services or send to other users is accurate, complete, not false and not misleading;
 - (d) the disclosure and use of the User Content to us will not cause harm to any other user or third party, or violate their rights including any patent, trade mark, trade secret, copyright or other intellectual property or proprietary right (such as User Content that contains copyrighted material without permission) or right to privacy;
 - (e) our use of the User Content will not breach the security of the Services or our users by containing viruses, Trojan horses, worms or other harmful or disruptive scripts, code, programs or content;
 - (f) the disclosure and use of the User Content by us does not violate these Terms or other policies, or any applicable law, rule or regulation;
 - (g) the User Content does not contain any obscene, pornographic, profane, sexually oriented, threatening, defamatory, abusive, offensive, indecent, harassing, inflammatory, inaccurate, misrepresentative, fraudulent or illegal content including any racist, bigoted, hateful or violent content;
 - (h) the User Content does not promote or cause harm or intimidation of any kind against any group or individual;
 - (i) the disclosure and use of the User Content by us does not violate the privacy of any other person by containing visual or audible representations of another person without his or her express written consent or violate their data protection or privacy rights;
 - (j) the disclosure and use of the User Content by us will not bring Bucket List Trips or the Services into disrepute; and

- (k) the User Content does not contain, promote or enable illegal or unlawful activities.

Our rights and liability in relation to User Content

- 4.5. We retain the right, at any time without reason or notice, to pre-screen, review, control, monitor, reject, delete or edit User Content. However, we are not obliged to do so.
- 4.6. You agree that we may require you to remove, amend or delete User Content and that you must comply with such requirement within one day's written notice to you.
- 4.7. You acknowledge and agree that we do not control, take responsibility for, or assume any liability for, any content submitted by you, or other users of the Services or any third parties, and that we are not liable for any mistakes, defamation, omissions, falsehoods, obscenity, pornography or profanity you may encounter. You agree to release us and our agents and officers and employees from any such claims or liability and acknowledge that the User Content submitted by you or other users, as well as any other information or materials available through the Services may have copyright protection whether or not it is identified as being copyrighted.

5. Mobile Application Specific Terms

- 5.1 In addition to the other terms set out in these Terms, the following provisions apply to your access and use of our App.
- 5.2 You acknowledge that the availability of the App and the services provided through it depend on the third-party app store from which you download the App (such as the Apple App Store or Google Play Store). Each app store may have its own terms and conditions which you agree to comply with. To the extent of any conflict between those terms and these Terms, the app store terms will prevail to the extent required by law.
- 5.3 Subject to these Terms, we grant you a non-exclusive, non-transferable, revocable license to download, install, and use the App on your personal device solely for your own lawful, non-commercial use. You must not:
- a) rent, lease, sublicense, sell, assign, distribute, or otherwise transfer the App;
 - b) reverse engineer, decompile, or attempt to derive the source code of the App; or
 - c) use the App for any unlawful purpose or in any way that may damage, disable, overburden, or impair the App.
- 5.4 We do not warrant that the App will be compatible with all devices, operating systems, or versions. You are responsible for ensuring that your device meets the minimum system requirements to access and use the App.
- 5.5 If the App offers products, services, or content for purchase via in-app transactions, such transactions will be processed by the app store or platform provider, and you agree to be bound by their payment and refund policies. We do not control or manage these transactions and are not responsible for any issues related to payments or refunds.
- 5.6 The App may require access to certain features of your device, including push notifications, location services, camera, microphone, and storage. Access to these device features will only occur where you have granted permission via your device settings. You have full control over these permissions and may enable or disable them at any time through your device settings. By using the App, you consent to us accessing and using these device features in accordance with our **Privacy Policy**.

6. Orders and cancellations

You agree that any purchase of goods through our Sites (**Goods**) is subject to these Terms.

Orders

6.1 You may place an order for Goods directly via our Sites (**Order**).

6.2 An Order is accepted upon the latter of the following to occur:

- (a) you have submitted your Order;
- (b) you have paid the purchase price in full, including any taxes, duties and shipping costs; and
- (c) we have issued an Order confirmation.

6.3 By placing an Order, you are making an offer to purchase those Goods for the purchase price (including the delivery and other charges and taxes) specified at the time that you place your Order.

6.4 We reserve the right to:

- (d) reject your Order or a part of your Order for any reason, including, without limitation, the unavailability of any goods, limitations on quantities available for purchase, inaccuracies or errors in Goods or pricing information, where fraud is suspected, or where there is an error in your Order;
- (e) request identification from you, including photo ID or any other such documentation for verification purposes before we process your Order;
- (f) cancel an Order at any time, for any reason; or
- (g) restrict the quantity or total value of Goods available for purchase to each person or address.

6.5 Where we exercise the rights above, we will notify you by email and suggest alternative Goods, remove an item from an Order or provide a refund of the purchase price where applicable and we shall not be liable for any loss or damage whatsoever arising from such acts.

Cancellations

6.6 Please note that you cannot cancel, modify or amend an Order once it has been placed and confirmed by us (except as required by Australian Consumer Law or other applicable laws).

6.7 If you are entitled to cancel an Order, to the maximum extent permitted by law, you agree that you will be liable for any and all loss incurred (whether direct or indirect) by us as a direct result of the cancellation.

7. Goods

Product images

7.1 Product images are representative only and actual items may vary. Styled accessories shown are not included unless specified. Read all product descriptions carefully before purchase.

Availability of Goods

7.2 All Orders are fulfilled subject to availability. Whilst we use our best efforts to ensure that Goods are available for delivery, there may be some circumstances where Goods are unavailable.

7.3 Where we cannot fulfil your Order, or a part of your Order, we will notify you within a reasonable time after you complete your Order. Please note that we may need to reject your Order or reject part of your Order on this basis.

- 7.4 If your Order is rejected or cancelled, we will refund in full all amounts you have paid in respect of such unavailable goods. Alternatively, we may contact you to advise you of a delay in restocking a particular Good and a delay in delivery of your Order. In this case, you may elect to proceed with your Order on the basis of a delayed delivery date, cancel your Order or select an alternative Good. If you do not vary or cancel your Order within two (2) business days of notification, you are deemed to have accepted the delay.
- 7.5 We reserve the right to limit the sale of Goods to reasonable or a specific quantity.

Recalls and bans

- 7.6 If any Goods are subject to a recall or ban, you agree to follow any reasonable instructions provided by us regarding return or destruction of such Goods and you consent to us contacting you in this regard. You further agree to immediately inform any end-user of the Goods, including any gift recipient, of any recall applicable to such Goods.

Variation to Goods and Prices

- 7.7 We reserve the right to vary, amend, add or remove payment methods, prices or Goods offered on our Sites from time to time in our sole discretion, by providing reasonable notice where practicable. **We reserve the right to amend the description, name, category and quantity of the Goods available on our Sites at any time, in our sole discretion without notice. We also reserve the right to provide specific terms and conditions related to the sale or use of a particular Good, in our sole discretion. Such changes will not affect Orders submitted before the change was made.**

8. Prices and payment

Prices

- 8.1 Unless specified otherwise, prices displayed on our Sites are shown in Australian dollars (AUD) and are inclusive of GST. Please note that shipping and delivery charges are not included in the displayed prices and will be a separate charge.
- 8.2 Prices of Goods, as well as delivery and any other charges displayed on our Sites are current at the time of issue but may change at any time.
- 8.3 You are responsible for any taxes, duties or other liabilities imposed by any government agency, including, without limitation, any goods and services taxes or any value added tax imposed on any Goods acquired or ordered by you from our Sites, except where prohibited by law. Where applicable, you must pay any such taxes, duties or other liabilities, without deduction or set off of any other amounts, at the same time and on the same basis as you pay the price of the Goods.

Payment

- 8.4 Full payment of the price of Goods ordered is required at the time of placing your Order, including the price plus any delivery fees and applicable duties and taxes. Payment is charged/debited at the end of the Order check-out process. We will not accept any Orders which have not been paid for in full.
- 8.5 Payment may be made by the methods and to the accounts specified on the Sites or approved by us in writing.
- 8.6 You must not pay, or attempt to pay, for an Order through any fraudulent or unlawful means. If your payment is not successfully processed, or if we, in our sole discretion, suspect that it has been paid for using any fraudulent or unlawful means, we may immediately cancel the Order, retain any payments made, and report such activity to relevant authorities.

9. Returns and refunds

Returns, refunds and defective Goods will be handled in accordance with our [Returns Policy](#).

10. Delivery and shipping

10.1 Shipping and delivery will be handled in accordance with our [Shipping Policy](#).

10.2 Delivery of the Goods (**Delivery**) is taken to occur at the time that:

- (a) you, or your nominated carrier takes possession of the Goods at our address; or
- (b) we (or our nominated carrier) delivers the Goods to your nominated address, even if you are not present at the address.

10.3 You must take Delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that you are unable to take Delivery as arranged, then we are entitled to charge a reasonable fee for redelivery and/or storage.

10.4 Any delivery date or time specified by us is an estimate only and you agree that you will still accept Delivery even if they are delivered on a different date or time. We will not be held liable for any loss or damage suffered as a result of any delay in Delivery. However, if the Goods are not delivered within a reasonable time after the estimated date, please contact us.

11. Risk and title

Risk of damage to or loss of the Goods passes to you upon Delivery of the Goods. Title to the Goods passes to you only upon receipt of full payment for the Goods.

12. Promotions and discounts

12.1 Promotions or discounts are subject to their own specific terms and conditions as provided by us from time to time.

12.2 Unless otherwise stated, promotional offers, including but not limited to store-wide discounts, package deals and coupons, cannot be used in conjunction with any other offer. *For example, a '\$20 discount' coupon cannot be used during a '20% Off' sale.*

12.3 We reserve the right to:

- (a) terminate, modify or extend any promotional offer at any time, without notice; or
- (b) cancel any Order to which a promotional discount or code has been applied in error or contrary to the terms and conditions of such discount or code.

13. Termination

13.1 Without prejudice to any other remedies, we may:

- (a) cancel all or any part of any Order with written notice if, at any time you are in breach of any obligation (including those relating to payment) under these Terms; or
- (b) terminate these Terms and the provision of Services to you, in our absolute discretion, at any time by providing 30 days written notice to you. Upon termination, we may, at our election, complete or cancel any Orders placed prior to the date of termination. If we elect to cancel any Orders, we will refund any payments made for such cancelled Orders.

13.2 If we cancel an Order and you are not in breach of these Terms we will issue you with a full refund of the purchase price of any Goods paid for but not supplied. To the maximum extent permitted by

law, we will not be liable to you for any further loss or damage you suffer because we have exercised our rights under this clause or these Terms.

14. Intellectual Property

- 14.1. We own, control or licence all materials contained on, or in, our Services, including text, images, graphics, logos, designs, illustrations, audio, videos, music, user interfaces, photographs, trade marks, logos, coding or programming and artwork, including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such content contained in our Services (**Bucket List Trips IP**).
- 14.2. Bucket List Trips IP is protected by copyright, trade mark laws, and various other intellectual property rights and unfair competition laws and must not be copied, imitated or used (in whole or in part) without our prior written consent.
- 14.3. Access to and use of our intellectual property is granted to you on a limited, revocable, non-sublicensable licence, subject to these Terms. You agree that you will not:
 - (a) copy, modify, publish, adapt, sub-licence, translate, sell, distribute, transmit, perform, display, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Bucket List Trips IP or our Services or cause or assist others to do so;
 - (b) challenge our ownership of Bucket List Trips IP;
 - (c) infringe Bucket List Trips IP; or
 - (d) use or make any intellectual property that is similar to Bucket List Trips IP.
- 14.4. You may access and use the information provided in our Services, on a limited, revocable, non-sublicensable licence, for your personal, non-commercial informational purposes. No content may be downloaded, copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without our prior written consent.
- 14.5. Unless explicitly stated herein, nothing in these Terms may be construed as conferring any licence to, or assignment of, any of our intellectual property rights, whether by estoppel, implication or otherwise. We reserve all rights not expressly granted in the Services.

15. Privacy

- 15.1. By accessing or using our Sites and Services, you expressly consent to us collecting, handling, processing, and storing your Personal Information (as that term is defined in the Privacy Act 1988 (Cth)), including any Sensitive Information (as defined in the Privacy Act) that you may provide to us or that we may otherwise collect in connection with your use of our Sites and Services. This includes, but is not limited to, information collected through forms, account registrations, communications, and your interactions with our Sites and Services. You acknowledge and agree that such Personal Information will be collected, used, stored, and disclosed in accordance with our **Privacy Policy**, as amended from time to time, and applicable privacy laws.
- 15.2. You further expressly consent to us disclosing your Personal Information to third-party service providers and partners engaged by us to support the operation of our Sites and Services, including for data hosting, analytics, marketing, payment processing, customer support, and other business-related services, provided such disclosure is made in accordance with our **Privacy Policy** and applicable privacy laws.
- 15.3. You agree that we may, and that you expressly consent to, sending you emails regarding the Services, including any information regarding or relating to your Order, our Goods and our Services, in accordance with our **Privacy Policy**. Please see our **Privacy Policy** for information about our

privacy practices and how you can opt-out of receiving communications (including marketing) from us.

16. Unauthorised access and malicious materials

- 16.1. To the maximum extent permitted by law, we will not be liable for any losses or damage whatsoever (including indirect or consequential loss, loss of profit or goodwill), whether in contract, tort or otherwise caused by any malicious or harmful programs, scripts or technologies that may affect our Services as aforementioned, system failures or any other harmful material that may infect your computer, device, programs, data or other proprietary material and you release us from any such liability.

17. Third Parties

- 17.1. Our Services may, from time to time, contain links to and from websites which are owned or operated by other parties. Any third party services, content, information, and products that may be displayed on our Site are provided solely for the benefit of our paid users and we make no representations or warranties regarding any third party products, services and discounts.
- 17.2. Links in the Services and/or Sites to third parties do not constitute sponsorship, approval or endorsement of the content, policies, practices or services offered by those parties unless expressly stated by us in writing.
- 17.3. Third party websites are governed by their own terms and conditions and privacy policies and we recommend that you make your own enquiries as to their terms. We do not accept any liability for any information on, or the privacy practices of, any third party websites.

18. Limitation of Liability

- 18.1. To the maximum extent permitted by law, neither Bucket List Trips, nor any of its employees or agents, will be liable for any loss, damage or injury whatsoever (including for negligence, death, injury or illness and special, indirect or consequential loss or damage such as loss of profits, loss of revenue, loss of goodwill, loss of opportunity, unavailability of systems or loss of data), whether in contract, tort or otherwise, arising from or in connection with:
- (a) any act, omission or negligence or the use of, or reliance on, information, comments or opinions contained obtained through or in our Services;
 - (b) any use of the information on or access to Sites and Services including if for any reason the Sites or Services are unavailable at any time or for any period;
 - (c) any errors in, or omissions from, the information contained in the Sites;
 - (d) any Services supplied by us; or
 - (e) these Terms or any breach of these Terms.
- 18.2. To the maximum extent permitted by law, our liability under these Terms shall be limited to any one or more of the following:
- (a) the replacement of the Goods or re-supply of the services;
 - (b) the repair of such Goods;
 - (c) the payment of the cost of replacing or resupplying the Goods or services or of acquiring equivalent goods or services or a refund of the price paid; or
 - (d) the payment of the cost of having the Goods repaired.

- 18.3. You understand and agree that you are responsible for your own acts, omissions and negligence and if there are any consequences to your acts, omissions or negligence or through your use of the Services, that you will be responsible for those consequences.
- 18.4. To the extent permitted by law, we expressly disclaim all warranties of any kind unless expressly stated in the Services or if required under Australian Consumer Law. Nothing in these Terms purports to exclude any rights or remedies in respect of goods or services under the Australian Consumer Law which cannot be excluded, restricted or modified.
- 18.5. To the maximum extent permitted by law, including the Australian Consumer Law, our total aggregate liability to you under or in any way connected with these Terms or an Order, or the performance or non-performance of these Terms is limited to the greater of: (a) the total amount paid by you for the specific Goods or Services that gave rise to the claim; or (b) any minimum amount required by law.
- 18.6. This clause survives termination of these Terms.

19. Disclaimer of Warranty

- 19.1. We provide the Sites and their contents on an “as is” basis and use of this information is at your own risk. While we aim to update the Sites regularly, neither Bucket List Trips, nor any of its employees or agents, makes any representation or warranty as to the accuracy, completeness, currency or reliability of the information contained on the Sites.
- 19.2. We reserve the right to restrict access to the Services or any part of the Services, change or withdraw any products, information or content featured in the Services or provided through our Services, without notice. You acknowledge and agree that we retain complete editorial control over the Services and may alter, amend or cease the operation of the Services or any part of the Services, at any time, in our sole discretion.

20. Release and Indemnity

- 20.1. You agree to release and indemnify and hold us and (as applicable) our affiliates, agents, and employees, harmless from and against any claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature, known and unknown, including legal fees on a full indemnity basis, arising from or in relation to your purchase or use of services purchased or provided by us, your use or access of the Services, or any access to the Services by a third party arising out of your breach of these Terms, or your violation of any law or the rights of a third party.
- 20.2. This clause survives termination of these Terms.

21. Amendments and correction of errors

- 21.1. We reserve the right to amend these Terms from time to time as it sees fit. Any amendments or changes to these Terms are effective from the date on which the amended terms are published except in relation to Orders placed prior to the publication of any varied terms.
- 21.2. Whilst we endeavour to notify you as soon as reasonably possible of any changes to our Terms by a notice on or in the Services, it is your responsibility to keep up to date with any changes or amendments to these Terms by checking this page, which contains our most accurate and up to date version of our Terms. . For the avoidance of doubt, we will not change any terms applying to an existing Order that has already been accepted by us. The Terms that would apply to any such Order are the Terms that applied at the time you placed the Order.

- 21.3. We reserve the right to amend any errors in the Services, including any pricing errors, and amend any information, at any time without notice to you.

22. General

- 22.1. **Waiver:** Any failure or delay by us in exercising a power or right (either wholly or partially) in relation to these Terms does not operate as a waiver or prevent us from exercising that power or right or any other power or right. We are not liable to any other party for any loss, cost or expense that may have been caused or contributed to by the failure, delay, waiver or exercise of a power or right. This clause survives termination of these Terms.
- 22.2. **Force majeure:** If we are unable to perform in whole or in part, any obligation under these Terms as a result of any fact, circumstance or matter beyond our control, we are relieved of that obligation to the extent and for the period that we are unable to perform the obligation. You agree that we will not be held liable for any delay or failure in performance of any part of the Services.
- 22.3. **Severability:** If any part of these Terms is determined by a court of competent jurisdiction to be invalid or unenforceable, that part shall be severed from the Terms. Such invalidity does not affect the validity of the remaining provisions of these Terms. This clause survives termination of these Terms.
- 22.4. **Relationship:** These Terms do not confer an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between us and you or any other party unless expressly stated otherwise.
- 22.5. **Entire agreement:** These Terms (and all other terms and conditions and policies that are incorporated by these Terms) and any additional policies or terms you have agreed to through use or access of our Services make up the entire agreement, and supersede all prior written and oral agreements, representations, undertakings and understandings. Where there is an inconsistency between these Terms and any additional Terms, the additional Terms will prevail. This clause survives termination of these Terms.
- 22.6. **Governing Law & Jurisdiction:** These Terms are governed by the laws of Queensland, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in Queensland and its appellate courts to settle any disputes arising out of or in connection with these Terms. Although the Services may be accessed throughout Australia and overseas, we make no representations or warranties that its content, or the Services, comply with the laws (including intellectual property laws) of any country outside Australia. If you access the Services from outside Australia, you do so at your own risk and are responsible for ensuring compliance with all laws in the place where you are located. This clause survives termination of these Terms.