

Adopt-A-Dog market place

Terms and Conditions (Adopters)

- 1. The Adopt-A-Dog[™] market place matches rescue dogs listed by shelters and other dog rescue organisations (**Shelters**) and prospective adopters.
- 2. By using SavourLife Pty Ltd ACN 162 723 882's (**SavourLife**) Adopt-A-Dog market place, you accept these Terms and Conditions and the terms of the SavourLife Privacy Policy.
- 3. You must be at least 18 years of age to use the Adopt-A-Dog market place.
- 4. You must provide complete and valid contact information, including a valid email address (and promptly update SavourLife should the details you have provided change for any reason). SavourLife will share your personal information with the relevant Shelter for the purposes of referring any inquiry regarding the adoption of a dog or in respect of the operation of the Adopt-A-Dog market place generally.

Listings and adoptions generally

- 5. Listings on the Adopt-A-Dog market place are posted by Shelters. The information associated with each listing is not verified or checked by SavourLife in any way. You should take all the usual steps that a normal prudent prospective dog owner would ordinarily take both in verifying the completeness, accuracy and currency of the listing information directly with the Shelter and also being satisfied generally as to vet checks, physical examinations, de-sexing, vaccinations and microchipping.
- 6. Without limitation of the above, SavourLife itself does not make any representation, endorsement or guarantee about the health, temperament or condition of any dog listed on the Adopt-A-Dog market place or as to the credentials or the practices of Shelters who utilise the Adopt-A-Dog market place. SavourLife further recommends that you have any dog independently examined by a veterinarian prior to adoption.

Third party links; donation buttons

- 7. The Adopt-A-Dog market place may contain links to external web sites including that of Shelters, and our distributors and other third party organisations, and SavourLife takes no responsibility for the content of such sites, nor do links to such sites imply an endorsement or an approval by SavourLife of that particular Shelter or site.
- 8. By electing to click on the "Donate" button associated with a Shelter on the Adopt-A-Dog market place, you will be redirected to the Shelter's website or a third party payment portal. You acknowledge and agree that by utilising any such Shelter or third party payment services, you are bound by the terms and conditions of that Shelter or third party and SavourLife is not liable for any loss, claims or damages howsoever arising in connection with your use of that Shelter's site or third party's services.

Complimentary dog food

- 9. Once a genuine adoption through the Adopt-A-Dog market place has been confirmed by SavourLife, SavourLife may choose to post to you a complimentary bag of SavourLife dog food at the address in mainland Australia or Tasmania provided by you on signing up to the Adopt-A-Dog market place or as may be notified by you to SavourLife from time to time.
- 10. If SavourLife chooses to send you a complimentary bag of dog food, delivery costs will be at SavourLife's expense. Any food delivered to an old address which you do not receive because you have not notified SavourLife of a change of address will not be replaced.

General terms

- 11. To the extent permitted by law, SavourLife accepts no responsibility to you for any loss or liability or for any injury or damage to any person or property caused by the adoption of a dog listed on the Adopt-A-Dog market place.
- 12. SavourLife has the right to suspend, limit or terminate participation by you in the Adopt-A-Dog market place, where SavourLife in its absolute discretion determines that you have not complied with these Terms and Conditions or it is otherwise appropriate in all the circumstances. Despite the above rights and any step taken to exercise such rights, SavourLife does not thereby accept any liability for monitoring the Adopt-A-Dog market place or for unauthorised or unlawful content posted on the Adopt-A-Dog market place. You accept that SavourLife is not under any obligation to monitor any data or content which is submitted to or made available on the Adopt-A-Dog market place.
- 13. SavourLife does not guarantee continuous or error free access to the Adopt-A-Dog market place by participants. While SavourLife will use reasonable efforts to maintain an uninterrupted service, SavourLife cannot guarantee this and, to the extent permitted by law, SavourLife does not give any promises or warranties (whether express or implied) about the availability of the Adopt-A-Dog market place or that the Adopt-A-Dog market place and associated functionality will be uninterrupted or error-free. Functionality in the Adopt-A-Dog market place may not occur in real time. That functionality may be subject to delays beyond SavourLife control, including without limitation, delays or latency due to a your physical location or your wireless data service provider's network.
- 14. Nothing in these Terms and Conditions excludes, restricts or modifies any rights or statutory guarantees that you may have under applicable laws that cannot be excluded, restricted or modified, including any such rights or statutory guarantees under the *Australian Consumer Law*. To the extent that these Terms and Conditions are found to exclude, restrict or modify any such rights or statutory guarantees, those rights and/or statutory guarantees prevail to the extent of the inconsistency.
- 15. SavourLife may update these Terms and Conditions at any time, with updates taking effect when you next use the Adopt-A-Dog market place or after 14 days, whichever is sooner.
- 16. These Terms and Conditions are governed by the law of the State of New South Wales and you agree that any dispute is subject to the non-exclusive jurisdiction of the Courts operating in the State of New South Wales.

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