

Policies, Terms & Conditions

Our Privacy Policy

Your privacy on the Internet is of great importance to us.

This privacy statement discloses what information we gather, how we use it, and how to correct or change it.

IP Address

We use your IP address to help diagnose problems if they should arise on our web server and to administer our Web site. Your IP address is used to help identify you and your shopping cart and to gather broad demographic information

Registration and Promotions

We use registration forms. Registration forms require users to provide us with contact information such as names and e-mail address. The user's contact information is used to facilitate order processing for purchases in the future, as well as to contact users about new ranges, specials, and other promotions we may have. Individual user information is never disclosed to third parties. Promotions require users to go through the registration process. In addition to how registration data is used above, promotions use this data to contact winners of the promotion. By emailing us, users can request changes or to be removed from receiving future promotional e-mails.

Your details will be kept confidential at all times. Your information will not be shared, passed on or sold to anyone outside of our business. This information will confidentially remain with us.

By entering your email address to any part of our website, you accept to receive news updates from us. If you do not wish to receive this information, please email us at info@tjmaxx.com.au to remove your email address from receiving these communications.

Should subscribers and customers subsequently choose to unsubscribe from mailing lists we will provide instructions on how to unsubscribe on the appropriate website area or in said communications. On request, we will delete from its database personally identifiable information that has been submitted.

Order Forms

We use an order form for customers to purchase products. If you place an order with us, we will collect information from you, including your credit card and contact information. This information will be used by us to bill you for products. Contact information from the order form will also be used to ship orders, to contact you for customer service related issues, and to send you information about our company.

Images & Packaging

Please note, the packaging and images on some products listed on this site may slightly vary from the product received.

FOR INTERNATIONAL CUSTOMERS ONLY (non-Australian deliveries)

International customers to this site warrant, understand and agree to the

following:

- Customers will be liable for any customs charges, duties, or tariffs for their destination country
- Customers understand that if customs impounds the goods sent from us, charges / cost of goods will not be refunded.
- Customers understand that if the goods are returned to us, the customer will be charged for shipping charges (to the customer and back to us).

For more information, please contact our Customer Service team via customerservice@tjmaxx.com.au

Copyright/Trademark Information

This entire website, copy, images, logos, indicia, text, content, and unique method of showcasing products is copyright of tjmaxx.com.au. The tjmaxx.com.au trade mark and logo are trade marks of tjmaxx.com.au. All other trade marks are the property of their respective owners, who are not associated with tjmaxx.com.au. Permission to use documents delivered from this World Wide Web site and/or server and related graphics is restricted. The name of tjmaxx.com.au or any of the above trademarks or logos may not be used in advertising or publicity pertaining to distribution of this information without specific, written prior permission. The information contained in this website is subject to change without notice. We are not responsible for typographical, technical, or descriptive errors of products herein.

Submissions

We welcome your comments regarding this web site. However, any comments, feedback, notes, messages, ideas, suggestions or other communications (collectively, "Comments") sent to tjmaxx.com.au shall be and remain the exclusive property of tjmaxx.com.au. Your submission of any such Comments shall constitute an assignment to tjmaxx.com.au of all rights, titles and interests in all copyrights and other intellectual property rights in the Comments. tjmaxx.com.au will be entitled to use, reproduce, disclose, publish and distribute any material you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any comments that you do not wish to assign to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork.

Colours

We have done our best to display as accurately as possible the colours of the products shown on this web site. However, because the colours you see will depend on your monitor, we cannot guarantee that your monitor's display of any colour will be accurate.

Correction of Errors and Inaccuracies; Limitations on Quantity

Whilst tjmaxx.com.au makes every reasonable effort to present accurate information on this web site, the information may contain typographical errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you have submitted your order). Please note that such errors, inaccuracies or omissions may relate to product description, pricing and availability. We also reserve the right to limit quantities (including after you have submitted your order). We apologize for any inconvenience this may cause you. If you are not fully satisfied with your purchase please see our returns policy for details.

Returns Policy

- Please choose carefully as we do not refund for change of mind or regrets.
- We gladly exchange goods purchased from our store.
- If a return is accepted the item must be returned within 7 days with the original tags and in as new condition. The buyer is responsible for return postage and to ensure the item is packed for suitable return with all tags attached.
- It is at the sellers discretion to send either a replacement or offer an exchange on the item.

Indemnification

You must indemnify and hold tjmaxx.com.au and its employees, representatives, agents, affiliates, directors, officers, managers and shareholders (the "Parties") harmless from any damage, loss, or expense (including without limitation, attorneys' fees and costs) incurred in connection with any third-party claim, demand or action ("Claim") brought against any of the Parties alleging that you have breached any of these terms and conditions. If you have to indemnify tjmaxx.com.au under this Section, tjmaxx.com.au will have the right to control the defence, settlement, and resolution of any Claim at your sole expense. You may not settle or otherwise resolve any Claim without tjmaxx.com.au's express written permission.

Limitation of Liability

In no event shall tjmaxx.com.au or any of its subsidiaries or affiliates be liable for any indirect, special, incidental or consequential damages including but not limited to loss of use, loss of data, loss of business or profits. Some localities do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Miscellaneous

These Terms and Conditions will be binding upon each party hereto and its successors and permitted assigns, and governed by and construed in accordance with the laws of the State of New South Wales without reference to conflict of law principles. These Terms and Conditions will not be assignable or transferable by you without the prior written consent of tjmaxx.com.au. These Terms and Conditions (including all of the policies and other Agreements described in this Terms and Conditions, which are hereby incorporated herein by this reference) contain the entire understanding of the parties regarding its subject matter, and supersede all prior and contemporaneous agreements and understandings between the parties regarding its subject matter. No failure or delay by a party in exercising any right, power or privilege under these Terms and Conditions will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. You and tjmaxx.com.au are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by these Terms and Conditions. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision of these Terms and Conditions, all of which will remain in full force and effect.

tjmaxx.com.au reserves the right to modify this agreement at any time.