



MADISON MARCUS  
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**\*\*\*SCROLL TO THE BOTTOM FOR BUBBLE TUB WIFI PASSWORD\*\*\***

### **Bubble Tub – Laundromat Terms and Conditions of Entry & Business**

**Security Contact Number: 1800 150 750**

**Emergency Contact Number: 1800 150 750**

In order to ensure a safe, clean, and respectful environment at Bubble Tub, all patrons must read and follow these Terms and Conditions of Entry & Machine Use (“**Terms**”) when using our facilities.

The services provided on the premises by Bubble Tub Tradings Pty Ltd (ACN 689 396 012) (“**Bubble Tub**”) are subject to your compliance with and acceptance of these Terms set forth below. Your entry into the premises, regardless of whether you use the services (including the playground, self-service washing and drying machines, vending facilities, Wi-Fi, and/or wash-dry-fold services) offered by Bubble Tub (“**Services**”), constitutes your agreement to be bound by these Terms.

If you do not accept these Terms, you must **immediately exit the premises**.

Patrons must comply with these Terms and all posted signage, safety instructions, and any directions given by staff. Failure to do so may result in removal from the premises.

#### **1. Hours of Operation**

The laundromat is open everyday from 7am to 10pm. No entry outside of operating hours. Anyone found trespassing will be prosecuted to the maximum extent under the law.

#### **2. Limitation of liability and indemnity – general**

You enter this premises and use the laundromat machines at your own risk. Bubble Tub is not responsible for lost, stolen, or damaged items.

Bubble Tub makes no express warranties in relation to the Services it provides. Under the Australian Consumer Law, consumers have certain rights which cannot be excluded, including guarantees as to the fitness for purpose of services. Nothing in these conditions of entry shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law, including the Australian Consumer Law, and which by law cannot be excluded, restricted or modified.

Subject to your rights under the Australian Consumer Law or any other laws that cannot be excluded, Bubble Tub is not liable for, and you indemnify Bubble Tub against, any cost, expense, liability, loss, damage, claim or proceeding (whether direct or indirect, howsoever rising) that Bubble Tub incurs in relation to:

- any breach by you, or any other person under your supervision or control, of these Terms;
- slips, trips, or falls, or other personal injury to or death suffered by you or any person on the premises;
- property damage sustained on the premises;
- machine malfunction, product reactions, Wi-Fi use, or failure to achieve customer expectations;



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- service disruptions caused by events outside Bubble Tub's reasonable control (e.g., power outages, water supply issues, natural disasters, industrial action);
- theft, loss of, destruction or damage to, any clothing or other property arising out of, or in any way relating to the use of the Services by you or any person in your company; or
- misuse of playground, Wi-Fi, or equipment,

except to the extent that any liability or loss referred to above is directly caused by the gross negligence or breach of these conditions by Bubble Tub.

### 3. Use of Facilities – General

Patrons are solely responsible for the operation of washers, dryers, and vending machines.

All patrons must wear appropriate clothing and footwear while inside the premises. Shirts and shoes are required at all times, except that shoes must be removed in the designated playground area.

Children are welcome but must be supervised at all times. Prams and similar vehicles are permitted within the premises, however Bubble Tub accepts no liability for damage or theft of these items. All other vehicles (including bikes, scooters, and the like) must be parked securely and safely outside the premises without blocking the premises entrances, exits, and footpaths or other access areas.

Pets are not permitted inside the premises, with the exception of registered service animals.

### 4. Use of Self-Service Machines

Machines are available on a first-come, first-served basis. Patrons must check that machines are empty and free from debris or foreign objects before use. Bubble Tub is not responsible for damage to clothing caused by items left in machines by previous users.

Refer to care labels before proceeding with your washing or drying. Patrons are expected to remain on-site during the wash/dry cycle or return promptly. You are responsible for your belongings at all times, together with the proper care and use of Bubble Tub's machines and premises.

You must use all equipment in accordance with posted instructions and reasonable care. You must not overload the washers or dryers, and adhere to all posted instructions. Any use of the machines in a manner not intended by the manufacturer or contained in displayed instructions is at your own risk (and Bubble Tub bears no liability for damage or loss suffered as a result of such use).

You must remove your laundry items promptly after your cycle ends. Please leave machines and folding areas clean and tidy after use. Bubble Tub is not responsible for theft, loss, or damage of personal property (including clothing, electronics, bags, or cash) left unattended on the premises.

Unattended clothing may be removed after ten (10) minutes by Bubble Tub staff or another patron to make machines available for use by others. Items left behind will be held in lost property for up to seven (7) days, after which Bubble Tub reserves the right to discard or donate those items without compensation.

In the rare event of machine malfunction, staff are to be contacted using the emergency number noted above. You must not attempt to repair or open machines yourself. Bubble Tub's liability for machine malfunction is limited strictly to refunding the cost of the machine cycle. Bubble Tub is not responsible for consequential loss, such as replacement of garments or financial loss.

### 5. Limitation of liability and indemnity – Self-Service Machines



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You indemnify Bubble Tub for any loss, damage, cost, or expense resulting from:

- misuse of machines (e.g., overloading, forcing doors, inserting foreign objects);
- placing any item into a machine that is not a clothing item or garment that is otherwise suitable to be washed and dried in a machine (e.g. items containing oil, gasoline, or flammable substances; heavy-duty industrial materials; pet bedding; dyes and excessive bleach).

Bubble Tub is not responsible or liable for any loss, damage, cost, or inconvenience resulting from:

- damage to your clothing, linens, or personal items caused by improper use of machines (e.g. overloading, using the wrong detergents or settings);
- colour bleeding, shrinkage, dye transfer, fabric wear, tearing, or residue caused by incorrect washing or drying practices;
- mechanical issues arising from misuse that affect your clothing items.
- overloading the washers or dryers, or a failure to adhere to all posted instructions;
- leaving items in pockets (e.g., pens, coins, tissues) that damage clothing;
- placing delicate or unsuitable items in machines (e.g., silk, leather, beaded fabrics).

## 6. Products, Allergies, and Reactions

Bubble Tub uses standard commercial-grade soaps, softeners, and detergents. Patrons with known allergies or sensitivities should refrain from using Bubble Tub's services.

Bubble Tub denies all responsibility for skin, fabric, or respiratory reactions caused by exposure to soaps, chemicals, or residues from machines.

## 7. Payments & Refunds

Bubble Tub accepts digital and card payments only — no cash or coin machines are located on premises. All payments for machine use and services are required in advance. If a machine malfunctions, please report it immediately.

Fees for the Services will be charged in accordance with the schedule of fees displayed in the premises, on the machines, or on the Bubble Tub website.

You must pay the fees for the Services as set by Bubble Tub from time to time. All payments must be made before use by following the relevant steps outlined on the relevant machine.

Refunds for machine malfunctions or service issues may be issued at the sole discretion of management following a review of the incident, including all CCTV footage available. Where possible, refunds will be issued in the form of credits or tokens for future use.

## 8. Wash-Dry-Fold Service Terms

Bubble Tub accept garments for wash–dry–fold services based on customer instructions. Customers are responsible for checking clothing prior to drop-off. We are not liable for items left in pockets (e.g., pens, electronics, money).

We are not responsible for:



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- Items that cannot withstand normal washing and drying processes.
- Items left with existing damage (tears, weakened fabric, missing buttons, loose embellishments).
- Bleeding or transfer of colours.

Laundry not collected within 14 days of the agreed pick-up date may be donated or disposed of at our discretion, without compensation.

Whilst we take care, we are not responsible for lost socks, undergarments, or items that become mixed with other loads.

Any claim in relation to damage or loss must be made within 24 hours of pickup, accompanied by the receipt. Late claims will not be accepted. For damage or loss is proven to be caused by our fault, compensation shall be limited to **five (5) times the cleaning fee of the item**. No further liability shall be accepted.

## 9. Behaviour expectations

You must behave responsibly and respectfully to staff and any other patrons while on the premises. Aggressive, abusive, disruptive, and inappropriate language and behaviour will not be tolerated.

You must not distribute handbills or pamphlets, engage in any commercial activities or use skateboards, scooters or roller blades inside the premises. Graffiti, littering, property damage, and any other action which results in damage or loss to Bubble Tub will be prosecuted.

Patrons causing deliberate damage, creating a nuisance, endangering others, or otherwise behaving in a way that is in contravention of these Terms, may be removed from the premises without refund or compensation, and may be reported to authorities.

You must not bring or leave in the premises any offensive, hazardous or dangerous substance or thing, nor anything which may be or become a danger, nuisance or inconvenience to Bubble Tub or to any person lawfully in or about the premises. If you do so you shall be trespassing and will be reported to authorities.

Loitering, loud music, or other antisocial or disorderly behaviour will not be tolerated. Smoking (including vapes and electronic cigarettes), alcohol, and illegal substances are strictly prohibited.

Bubble Tub cannot guarantee your safety while on premises.

## 10. Playground Rules

The playground is an amenity provided exclusively for active customers of the laundromat. Individuals not using laundromat Services are not permitted to access or allow children to access the playground.

By allowing a child to use the playground, parents/guardians acknowledge the inherent risks of play (including slips, trips, falls, and collisions) and release Bubble Tub (and its owners, staff, and affiliates) from liability for injury, accident, or loss.

All children must be actively supervised by a responsible adult (18+) at all times. Staff are not responsible for the supervision of children. "Drop-off play" or unsupervised non-patron use is strictly prohibited. Food, drinks, and chewing gum are not allowed inside the playground.



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Patrons must ensure the playground is safe and clean before allowing children to use it. If hazards (e.g. spills, broken toys, foreign objects) are observed, patrons must not use the playground and must immediately notify staff.

Shoes must be removed before entering the playground. Socks or clean indoor footwear only. Suitable clothing is required at all times. Children must remain clothed while using the playground. No jewellery, watches, or sharp accessories.

The playground is provided as a recreational amenity. Use is strictly at your own risk. Parents/guardians assume all responsibility for their children's safety.

The following are strictly prohibited:

- climbing on fences, exterior equipment, laundry machines, or structures not designed for play.
- running outside designated play areas.
- roughhousing, pushing, or unsafe behaviour.

Children with contagious illnesses, open wounds, or soiled clothing are not permitted in the playground.

Management may remove children or adults who fail to comply with safety rules without refund or compensation.

## 11. Wi-Fi Usage

Free Wi-Fi is provided as a courtesy to patrons only. Bubble Tub does not guarantee availability, speed, or uninterrupted service.

Patrons are solely responsible for ensuring the security of their devices and data when using Bubble Tub's Wi-Fi.

Wi-Fi must not be used for unlawful purposes, including but not limited to copyright infringement, offensive material, or illegal downloads. Misuse may result in suspension of access and reporting to authorities.

Bubble Tub accepts no liability for:

- Data loss, theft, or corruption.
- Viruses, malware, hacking, phishing, or other malicious activities encountered while using the Wi-Fi.
- Unauthorised access to devices or accounts.

## 12. Video Surveillance

For your safety and security, and for monitoring the use of machines by patrons, the entirety of the premises is under **24-hour video surveillance**. The information Bubble Tub collects assists Bubble Tub to manage and improve the operation of the premises, including the machines, children's play area, and other facilities.

Bubble Tub uses this information for measuring and analysing patron behaviour, marketing purposes, security purposes (including for the purpose of assisting law enforcement with any damage to property



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or injury to persons that occurs on premises, including in the playground area), reviewing any requests for refunds in respect of machine malfunctions, and resolving disputes. By entering the premises, you consent to Bubble Tub collecting and using all information collected by means of video surveillance on premises, including any footage of you and your children or other dependents. If you do not consent to provide Bubble Tub this information, you must immediately exit the premises.

Bubble Tub will keep all information collected via video surveillance at the premises secure, and treat this information in accordance with Bubble Tub's privacy policy, which can be found at [bubbletub.com.au](http://bubbletub.com.au) or on request submitted to any Bubble Tub staff at [team@bubbletub.com.au](mailto:team@bubbletub.com.au). Bubble Tub's privacy policy contains information about how you can access and correct your personal information held by Bubble Tub, and how you can make a complaint regarding use of your information.

Photography of any kind by patrons without permission is prohibited.

### **13. Emergency Procedures**

In the event of an emergency (including fire, flood, or power failure), all patrons must follow all instructions and directions from staff, security personnel, and emergency works, and evacuate promptly where required. Refusal to comply with any such instruction or direction will result in immediate removal from the premises.

### **14. Right to Refuse Entry or Service**

Bubble Tub reserves the right to refuse entry or ask individuals to leave for any breach of these Terms, if behaviour is deemed unsafe or inappropriate, or for any other reason in Bubble Tub's absolute discretion (including, without limitation, any behaviour or action that is in breach of these Terms). This includes engaging building security to remove you from the premises.

### **15. Governing Law and Disputes**

These Terms are governed by the laws of New South Wales, Australia. All parties submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

Any disputes will first be addressed through direct negotiation. If unresolved, disputes will be referred to mediation and all parties must engage in the mediation process in good faith prior to commencing any formal legal proceedings.

### **16. Changes to these Terms**

Bubble Tub may update these Terms as needed from time to time at its discretion. Please check in-store signage or the Bubble Tub website (<https://bubbletub.com.au/>) for the most current version. Continued use of services constitutes acceptance of any updates to these Terms.

# Website Terms and Conditions

<https://bubbletub.com.au/>

## Terms and Conditions

By browsing, accessing or otherwise using this website or any data or content from this website, you agree to be irrevocably and unconditionally bound by these Terms and Conditions.

### 17. No Warranty

- 17.1.1 Bubble Tub Tradings Pty Ltd (ACN 689 396 012) (**Bubble Tub and sometimes referred to as "us", "we", or "our"**) and its contractors are responsible for maintaining this website and all publications, content, data or the like uploaded on this website and make no warranty as to the accuracy or reliability of the information contained therein. This extends to any content, data or information generated or uploaded to this website by or on behalf of Bubble Tub and/or any third party and/or any user or subscriber to this website.
- 17.1.2 Bubble Tub, its associated entities, related entities, officers and employees are not liable or responsible for any loss or damage which may be caused to any recipient by directly or indirectly relying on anything contained in or omitted from our website or any information or data contained therein.
- 17.1.3 You acknowledge that you access this website at your sole and absolute risk and by accessing this website you expressly and irrevocably release Bubble Tub from any and all liability which may accrue as a direct or indirect result of your access and access to this website and reliance upon any data or information therein.

### 18. Disclaimer

1. The contents of this website are provided for general information purposes only.
2. To the maximum extent permitted by applicable laws, content published within this website is provided in good faith on an "as is", "as available" and "where is" basis and Bubble Tub excludes and disclaims to the maximum extent permitted by law all guarantees, conditions, warranties or terms of any kind, whether express or implied or imposed by any applicable law.
3. Illustrations and photos contained on this website are sample representations of the relevant products advertised, and variations may occur from time to time.
4. Whilst Bubble Tub endeavours to ensure the functionality of this website, to the maximum extent permitted by applicable laws, Bubble Tub:
  - in no way guarantees uninterrupted access to the website or the security of the website;
  - does not guarantee the accuracy or completeness of the elements and / or information published on the website; and

disclaims liability for any damage whatsoever, including without limitation direct, indirect, incidental, special, punitive or consequential damages and / or loss of profits, business interruption or loss of data or information that may result from access to this website and the use of all or part of the elements or information contained on the website.

5. Notwithstanding any of the above, nothing in these terms and conditions or within this website shall operate to exclude, restrict or modify any guarantee, term, condition or warranty, right or remedy implied or imposed by any statute or regulation that cannot lawfully be excluded or limited (including under the *Australian Consumer Law*). To the extent that rebel's liability can be limited, our liability will be so limited.

## 19. Restrictions

19.1.1 By browsing, accessing or otherwise using this website, you warrant and agree that you must not and will not:

- (a) use any device, software, hardware, process or any other technology of any means to access, retrieve, scrape or index this website or any information, content or data contained therein;
- (b) interfere with the operation of this website by any means, through any technology or through any third party;
- (c) cause excessive and burdensome internet traffic to this website or the Bubble Tub infrastructure;
- (d) use any data, information or content of this website to compete with Bubble Tub in any capacity whatsoever, whether by website or otherwise;
- (e) violate any proprietary rights, property rights, copyrights, privacy or intellectual property rights of Bubble Tub or any other person;
- (f) violate these Terms and Conditions or any New South Wales or Australian law, regulation, requirement or code of conduct;
- (g) solicit any unauthorised financial benefit from any other user of this website;
- (h) copy, reproduce, retransmit, create derivate works, sell or display or in any way exploit this website without the prior express written authorisation of Bubble Tub.

19.1.2 You acknowledge that if you fail to adhere to the restrictions set out in term 2(a) above, Bubble Tub may proceed with any of the following actions against you:

- (a) reporting your conduct to Australian or New South Wales regulatory officials such as the New South Wales Police Force or the Australian Federal Police;
- (b) institute technological barriers however Bubble Tub deem necessary;
- (c) commence Court proceedings seeking damages from you; or
- (d) commence Court proceedings seeking injunctive and/or declaratory relief against you.

19.1.3 You must indemnify Bubble Tub and its related associated entities from any loss suffered as a direct or indirect result of your contravention of term 2(a) including but not limited to damages, costs, legal expenses, disbursements, fees, charges and the like.



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## 20. Copying of Data

- 20.1.1 This term is subject to the *Copyright Act 1968* (Cth) and nothing in this term is intended to affect or alter the operation of the *Copyright Act 1968* (Cth). In the event of an inconsistency between this term and the *Copyright Act 1968* (Cth), the *Copyright Act 1968* (Cth) shall prevail to the extent of that inconsistency.
- 20.1.2 All content included on this website, including but not limited to data, information, content, material, text, images, audio, videos, logos, button icons, is the intellectual property of Bubble Tub, its associated entities or related entities or its third-party content suppliers. Use of this website does not transfer any intellectual property rights or copyrights to you or grant you any licence to exercise any intellectual property rights unless expressly authorised by Bubble Tub in writing.
- 20.1.3 Bubble Tub grants users of this website revocable permission to download copyright material on this website for their own personal use provided that such use is non-commercial and not to obtain any financial benefit whilst excluding Bubble Tub.
- 20.1.4 You must not reproduce, copy or alter information, data or content contained on this website without the prior express written authority of Bubble Tub.
- 20.1.5 This website contains registered trademarks and other trademarks which are protected by law. You must not use any of the marks or trademarks appearing on this website or our name or the names of our related bodies corporate without the prior written consent of Bubble Tub. You must also not use any of the other company, product and services marks on this website that are owned by other third parties (including our suppliers) without obtaining the relevant third-party owner's consent.

## 21. Third Party Content

- 21.1.1 You acknowledge that this website may from time to time contain information, data and content uploaded by third parties (**Third Party Content**).
- 21.1.2 Bubble Tub does not in any way monitor the Third Party Content on this website and makes no warranty as to the accuracy of such Third Party Content. For that purpose, Bubble Tub is not liable or responsible for any matters pertaining from the Third Party Content whether directly or indirectly.
- 21.1.3 You rely upon Third Party Content on this website at your sole and absolute risk and you acknowledge that Bubble Tub makes no express or implied representations as to the Third Party Content or the accuracy thereof.
- 21.1.4 You are responsible for making your own independent enquiries in respect of the Third Party Content on this website. You acknowledge that the Third Party Content does not necessarily represent the view of Bubble Tub.
- 21.1.5 You release and hold harmless Bubble Tub from any and all liability arising from any Third Party Content on this website.

## 22. Advertising

- 22.1.1 Bubble Tub is entitled to, at its sole and absolute discretion, upload and include advertisements and links to third party material (such as contact details of users) and other third party websites on this website.



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22.1.2 Such third party material and third party websites are not part of this website and are not controlled by Bubble Tub by any means whatsoever. Bubble Tub makes no warranty or express or implied representations as to the accuracy or reliability of the third party material and third party websites or any information, data or material contained therein.

22.1.3 You acknowledge that you access such third party material and third party websites at your sole and absolute risk. For that purpose, Bubble Tub is not liable or responsible for any matters or liability pertaining from the third party material and third party websites and you agree to release Bubble Tub from such liability.

### **23. Uploading Data**

23.1.1 By subscribing to Bubble Tub, you may be entitled to upload material, information, data, content, text, images, video, audio or the like with the approval of Bubble Tub (**Uploaded Data**).

23.1.2 Bubble Tub may reject any request by you to upload any Uploaded Data to this website at its sole and absolute discretion.

23.1.3 You expressly warrant that the Uploaded Data is not:

- (a) in contravention of any law, regulation, code of conduct or requirement imposed by any authority;
- (b) in contravention of copyright or the intellectual property rights of any third party;
- (c) misleading or deceptive;
- (d) inappropriate noting the purpose of this website;
- (e) materially incorrect;
- (f) obscene;
- (g) offensive;
- (h) defamatory;
- (i) maliciously false;
- (j) unlawful;
- (k) corrupt;
- (l) likely to damage the reputation of Bubble Tub; or
- (m) likely to damage or adversely affect the operation of this website.

23.1.4 You expressly warrant that the Uploaded Data is:

- (a) owned and controlled by you, including any rights in the Uploaded Data;
- (b) able to be lawfully displayed by Bubble Tub on this website;
- (c) lawfully obtained by you, including obtainment of all necessary licences, rights, consents and permissions required to use the Uploaded Data.

23.1.5 In the event that you contravene terms 23.1.3 or 23.1.4, you agree and acknowledge that:



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- (a) Bubble Tub may remove, alter, delete or disable the Uploaded Data at its sole and absolute discretion;
- (b) you indemnify Bubble Tub and its related and associated entities from any loss suffered as a direct or indirect result of your contravention of terms 23.1.3 and/or 23.1.4, including but not limited to damages, costs, legal expenses, disbursements, fees, charges and the like.

23.1.6 You grant you grant Bubble Tub a global, royalty-free, perpetual, transferable and irrevocable licence to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and display your Uploaded Data through any medium, whether currently in existence or not.

23.1.7 Bubble Tub is not liable to you for any loss which may be occasioned by use of your Uploaded Data by a website user. You acknowledge that you upload data to this website at your sole and absolute risk.

## 24. Availability of Products

- 24.1.1 From time to time, Bubble Tub may make a product or service (together, **Product**) available for you to place in your shopping cart on this website (**Order**).
- 24.1.2 You acknowledge that your Order is subject to the Product's availability and if any Product(s) becomes unavailable, your Order may be cancelled in accordance with term 27.

## 25. Placing an Order for Products

You may order Products by selecting and submitting your Order through this website in accordance with these terms and conditions. Any Order placed through this website is an offer by you to purchase the particular Product for the price notified (including the delivery and other charges and applicable taxes) at the time you place the Order.

No Order shall be deemed to be accepted by us until we issue an email acceptance of the order.

Bubble Tub may ask you to provide additional details or require you to confirm your details to enable us to process any Orders placed through this website.

All Orders for a Product from this website must be intended for personal non-commercial use only.

Bubble Tub may, from time to time, restrict the quantity of Products ordered through this website by one (1) person, household or address during a particular time.

## 26. Acceptance or Rejection of Orders

- Bubble Tub reserves the right to accept or reject an Order for any reason, including but not limited to:
  - if any of the requested Product(s) are not available; or
  - if there is an error in the price or the product description posted on this website or in your order.
- In the event that Bubble Tub is required to reject an Order, Bubble Tub will use all

reasonable endeavours to let you know as soon as possible of the rejection and the reason for the rejection.

- Each order placed for Products through this website that is accepted shall result in a separate binding agreement between you and Bubble Tub for the supply of those Products.
- For each order accepted, Bubble Tub will supply the Products in that order in accordance with these Terms and Conditions.

## **27. Cancellation**

### **27.1 Cancellation by Bubble Tub**

27.1.1 Prior to the dispatch of an Order, Bubble Tub may cancel all or any part of an Order (including any Order that has been previously accepted by Bubble Tub) without any liability to you for such cancellation provided that:

- (a) the requested Products in that Order are no longer available;
- (b) there is an error in the price, or the product description posted on this website in relation to the relevant Product in that Order; or
- (c) that Order has been placed in breach of these Terms and Conditions.

27.1.2 If Bubble Tub deems that an Order must be cancelled due to anything contained within term 27.1, then Bubble Tub will endeavour to provide reasonable notice of such cancellation and there will be no charge, provided that:

- (a) Bubble Tub has cancelled the Order prior to the fulfillment or delivery of the Order;
- (b) you are not at fault for the cancellation; and
- (c) you are not in breach of these Terms and Conditions.

### **27.2 Cancellation by You**

27.2.1 Prior to the acceptance by Bubble Tub of an Order, you may cancel all or any part of an Order due to circumstances beyond your reasonable control without any liability to Bubble Tub for such cancellation, however Bubble Tub shall not be required to facilitate the cancellation of any Order or provide refunds, returns or replacements of any Products if you simply change your mind.

27.2.2 If you elect to cancel an Order in accordance with term 27.2.1 above, then you must provide Bubble Tub with notice of such cancellation, and the applicable reasons for cancellation, prior to the acceptance of the Order.

27.2.3 For the avoidance of doubt, you are unable to cancel all or any part of an Order after that Order has been accepted.

## **28. Payment for Products**

By entering your payment information, you acknowledge and consent to any third-party payment processor used by Bubble Tub charging the credit card details you enter onto the website for the amount of your Order.

## 29. Product Pricing

### 29.1 General

29.1.1 Bubble Tub shall charge, and you agree to pay, the following fees and charges in relation to an Order is accepted (as applicable):

- (a) the advertised purchase price of each Product that is ordered;
- (b) any applicable delivery fee for delivering the Products to you; and
- (c) any other fees and charges set out in these Terms and Conditions or displayed on this website from time to time.

29.1.2 All fees and charges identified in these Terms and Conditions and all prices for the Products as shown on this website are inclusive of GST as that term is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) unless otherwise indicated.

### 29.2 Prices

29.2.1 All prices displayed upon this website are in Australian Dollars (AUD), unless otherwise stated.

29.2.2 The prices of Products and other charges displayed on this website are current at the time of issue, however, Bubble Tub reserves the right to change prices at any time before we accept an order from you.

29.2.3 The purchase price of each Product is shown on this website at the time you place your order.

### 29.3 Delivery Fees

29.3.1 Delivery fees may be payable in addition to the purchase price of each Product and may vary depending on the delivery or fulfillment method.

29.3.2 You acknowledge and agree that you may incur additional delivery fees/freight charges (in excess of the fees and charges specified above) for:

- (a) special, non-stock and/or bespoke items;
- (b) heavy, bulky and/or awkward items;
- (c) express or urgent deliveries; or
- (d) bulk or large quantity orders.

### 29.4 Incorrect Pricing

29.4.1 Bubble Tub will use its reasonable endeavours to ensure that any price indicated for a Product is accurate and without error. In the event that a price listed for a Product is incorrect or erroneous (**Incorrectly Priced Product**), Bubble Tub reserve the right to rectify any prices on the website at its sole and absolute discretion and without any notice to you.

29.4.2 If an Incorrectly Priced Product has been added to your Order, Bubble Tub may in its sole and absolute discretion cancel your Order or contact you for further instructions.

29.4.3 If an Incorrectly Priced Product has been shipped to you, you agree that Bubble Tub may direct you to either:

- (a) pay Bubble Tub the difference between the actual price for the Incorrectly Priced Product and the price you paid for the Incorrectly Priced Product, within 10 business days of receiving notice from Bubble Tub of same; or
- (b) return the Incorrectly Priced Product to Bubble Tub.

## **30. Product Shipping**

- 30.1.1 The expected processing time noted for certain Products will be confirmed on your Order or otherwise at a later time via email or text confirmation. The actual timing of processing an Order is always subject to and dependent on the Product(s) contained in the Order, the availability of goods and labour, and any events outside of our control.
- 30.1.2 You agree and acknowledge that you may be required to furnish certain identification or other information reasonably required by Bubble Tub before collecting an Order.
- 30.1.3 You agree and acknowledge that all Orders being delivered (if delivery for an Order is available) will require a signature upon delivery and that PO Box addresses will not be accepted.
- 30.1.4 Orders that are not collected within seven (7) days may be discarded or otherwise removed to another premises by Bubble Tub at its discretion.

## **31. Product Returns**

Unless you notify Bubble Tub to the contrary by email, telephone, or facsimile transmission within three (3) days of collection of an Order, the Products shall be deemed to have been accepted by you.

- 6. Subject to the satisfaction of the conditions listed in term 317 below, if you are unhappy with the Product purchased, you may request a credit or exchange for the Product from Bubble Tub where the Product (whether delivered or fulfilled or collected):
  - is faulty or is not of merchantable quality;
  - is not fit for its intended purpose;
  - does not match the description on this website; or
  - otherwise fails to meet any mandatory guarantees imposed by applicable laws.
- 7. In order for Bubble Tub to be able to provide you with a credit or exchange for the Product:
  - you must contact Bubble Tub within three (3) days from the date the Order is collected and provide full details together with photographic or other evidence to demonstrate that one or more of the criteria in term 316 applies to your Order; and
    - the items must be in their original packaging (if applicable); and
    - the relevant items that have been serviced by Bubble Tub must not have any damage or any signs of use by you in the period since collection.
- 8. If none of the conditions in term 316 are satisfied and/or you fail to comply with both of the requirements in term 317, Bubble Tub reserves the right to reject your request in its sole and absolute discretion for a credit or refund.

9. Notwithstanding any of the above, your goods and services come with guarantees that cannot be excluded under the *Australian Consumer Law*. For major failures with the good or service provided by Bubble Tub, you are entitled to the rights and remedies provided under the *Australian Consumer Law* without exclusion.

## **32. Warranties**

32.1 You expressly warrant that:

- 32.1.1 you agree to be irrevocably and unconditionally bound by these Terms and Conditions;
- 32.1.2 your use of this website is conditional upon compliance with these Terms and Conditions;
- 32.1.3 you acknowledge that the Product is provided on an “as-is” basis without any further warranties of any kind by Bubble Tub;
- 32.1.4 all information and data provided by you through the website (including as part of the customer registration process) or otherwise is true, accurate, complete and up to date;
- 32.1.5 the person collecting a completed Order from Bubble Tub or otherwise receiving an Order at the listed delivery address is authorised by you to do so;
- 32.1.6 you have and will comply with all relevant laws relating to your use of this website and your placement of any order to Bubble Tub;
- 32.1.7 you will ensure that your email address that you provided to us as part of the registration process to use the website/application (**Login ID**) and password that is used to access the website/application are kept securely;
- 32.1.8 you will promptly advise us of any changes to your information provided to us as part of the customer registration process;
- 32.1.9 you are responsible for any costs associated with your access to or use of the website, including Internet access fees;
- 32.1.10 you are responsible and liable for any person that uses your Login ID and password to order Product(s) through the website;
- 32.1.11 you agree that we may charge you for all Products that we agree to supply to you that have been ordered using your Login ID and password through our website;
- 32.1.12 except for any applicable non-excludable consumer guarantees, rights or warranties under the *Australian Consumer Law*, Bubble Tub gives no guarantees and makes no warranties as to the condition of the goods supplied to you;
- 32.1.13 to the extent that a consumer guarantee applies under the *Australian Consumer Law*, the liability of Bubble Tub for breaches of any consumer guarantees are limited, to the repair or replacement of the Product;
- 32.1.14 in the event you notice any defect or fault of the Product which render the product non-compliant with the non-excludable guarantees under the *Australian Consumer Law*, you must contact Bubble Tub within fourteen (14) days from the date the Product is collected or otherwise confirmed to be delivered to you, with sufficient details regarding the alleged defect or fault, including photographic evidence;
- 32.1.15 you will not

- (a) use the website or any activities that breach any laws, infringe a third party's rights or are contrary to any relevant standards or codes;
- (b) use the website in a manner or way, or post to or transmit to or via the website any material, which interferes with other users or our other customers or defames, harasses, threatens, menaces or offends any person or which prevents any other person from using or enjoying this website;
- (c) make fraudulent or speculative enquiries, purchases or requests through the website;
- (d) use another person's details without their permission or impersonate another person when using the website;
- (e) tamper with or hinder the operation of the website; or
- (f) make any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our infrastructure

32.1.16 Bubble Tub will not be liable for any defect, fault or damage to any Product of any nature whatsoever:

- (a) in respect of which notice was not provided in accordance with term 31, or
- (b) resulting from or caused or contributed to in any way by:
  - (i) you failing to properly maintain or store the Product after delivery or collection, including any failure to properly maintain or store any clothing garments and other items that have been serviced by us in accordance with the relevant care instructions;
  - (ii) you using any goods for any purpose other than that for which they were designed;
  - (iii) the shipping of the Product (including any loss, damage or theft which occurs after dispatch of the Product to you);
  - (iv) you continuing to use the clothing garments and other items after any defect became apparent or ought to reasonably have become apparent;
  - (v) you failing to follow any instructions or guidelines provided by Bubble Tub;
  - (vi) fair wear and tear;
  - (vii) any accident, intentional damage, negligent damage or Force Majeure.

32.1.17 For the purposes of this term, "**Force Majeure**" means an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstance is limited to the following:

- (a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;
- (b) ionising radiation or contamination, radio activity from any nuclear fuel or from any



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nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component; and

- (c) epidemics, pandemics, national health emergencies, earthquakes, flood, fire or other physical natural disaster, including adverse weather conditions.

### **33. General Indemnity**

- 33.1.1 It is an essential term of these Terms and Conditions that you must indemnify Bubble Tub, its related and associated entities, its officers and its employees for any loss or damage arising out of, whether directly or indirectly, your use of and access to this website and any contravention of these Terms and Conditions.
- 33.1.2 The indemnity provided in term 33.1.1 is a continuing indemnity and continues notwithstanding your cessation of use of this website.

### **34. No Waiver**

No term or condition of these Terms and Conditions has the effect of replacing, overriding, or otherwise removing, your statutory rights.

### **35. Amendments or Variations**

Bubble Tub may, from time to time (and with reasonable prior notice to you whenever possible), make changes to these Terms and Conditions, or to specific functions of this website. It is your responsibility to monitor these Terms and Conditions from time to time to ensure that you remain compliant with what is required from you when using this website or otherwise. Changes to these terms and conditions will be effective immediately upon publishing on this website.

### **36. Severability**

If any term or condition of these Terms and Conditions are deemed invalid, void, or unenforceable for any reason whatsoever, that term or condition will be deemed severable and will not affect the overall validity and enforceability of the remainder of the Terms and Conditions.

### **37. Termination**

Bubble Tub reserves its right to terminate or suspend your access to the website and shall not be required to provide you with any reasons why it has suspended or terminated your access. However, generally, such suspension or termination will only occur if you are found to be in serious violation of any of these Terms and Conditions

### **38. Governing Law**

- 38.1.1 You irrevocably agree that by using this Website and subsequently, your acceptance of these Terms and Conditions, that these Terms and Conditions are governed by and construed in accordance with the laws of New South Wales and Australia.
- 38.1.2 You agree, to submit to the non-exclusive jurisdiction of the Courts of New South Wales and Australia.



# Bubble Tub

## Privacy Policy

### 1. Compliance with Australian Privacy Principles

- 1.1 Bubble Tub Tradings Pty Ltd (ACN 689 396 012) t/as Bubble Tub (**Bubble Tub**) respects and acknowledges the importance of privacy. Bubble Tub complies with the Australian Privacy Principles (**APP**) as contained within the *Privacy Act 1988* (Cth) (**the Act**), when collecting, using, disclosing and managing your personal information.
- 1.2 This Privacy Policy contains information in relation to our management of your personal information in accordance with the APP.
- 1.3 For the purposes of this Privacy Policy, the term "personal information" has the meaning given to it in the Act.

### 2. Use of personal information

- 2.1 Bubble Tub may collect and use your personal information for a variety of reasons, which may include but is not limited to the following:
  - (a) to process any order of goods or services you request from Bubble Tub;
  - (b) to confirm and track any order of goods or services you place with Bubble Tub;
  - (c) to send you a post-sale request for a review of goods or services you have purchased from Bubble Tub;
  - (d) to perform/execute your requested purchase/sale from Bubble Tub;
  - (e) to add you to any Bubble Tub mailing list;
  - (f) to detect security issues and prevent fraud on the Bubble Tub website;
  - (g) to request feedback on your experience with Bubble Tub;
  - (h) to share/publish your photo on Bubble Tub social media channels (with your express prior written consent);
  - (i) to provide you with support in relation to the Bubble Tub website;
  - (j) to enable you to access and the Bubble Tub website;
  - (k) to complete your requested transactions, to verify the existence of and any conditions attached to your accounts or to assist with a transaction;
  - (l) to process transactions and send notifications about your transactions;
  - (m) confirming your identity for the purposes of anti-money laundering and counter-terrorism laws;

- (n) to manage and minimise risks and identify or investigate fraud and/or other illegal activities;
- (o) responding to your enquiries which include the processing of complaints made to Bubble Tub;
- (p) the resolution of disputes, collection of fees and troubleshooting problems;
- (q) enforcement of our terms and conditions;
- (r) deliver targeted marketing and various other notices and promotional communications based on your selected communication preferences;
- (s) facilitate contests, sweepstakes, and promotions and process and deliver entries and rewards in relation to same;
- (t) in the performance of data analytics to improve our website and your experience with Bubble Tub;
- (u) to analyse trends in your visits to the Bubble Tub website;
- (v) to gather demographic information based on the visits to the Bubble Tub website;
- (w) protecting Bubble Tub and its assets (including against fraud) and selling Bubble Tub assets (including any assignment of debts);
- (x) enforcing Bubble Tub's rights (including undertaking debt collection) in connection with the Bubble Tub website;
- (y) monitoring data, usage, records and statistics derived from your use of the website for the furtherance of Bubble Tub's business, for general market research and to be disclosed to third parties in relation to the aforementioned;
- (z) to contact you through the use of various means e.g. telephone, text (SMS) or email messaging, advertising through our website, third-party websites, mail, and/or any other means as authorised by our terms and conditions;
- (aa) Bubble Tub's business development, including sending of updates and publications;
- (bb) to manage and deliver contextual and behavioural advertising;
- (cc) to improve and personalise our website and to learn about your level of satisfaction to ensure client satisfaction throughout the future of the website;
- (dd) auditing and managing the use of Bubble Tub's website; or
- (ee) in order for Bubble Tub to comply with legal and regulatory obligations.

### **3. Collection of personal information**

3.1 Bubble Tub collects personal information through a variety of methods, which may include the following:

- (a) directly from you;
- (b) through your access and use of Bubble Tub's website;

- (c) through your access and use of Bubble Tub's software or other platforms commissioned by Bubble Tub for the sale of goods or services, including third-party booking platforms and applications and third-party payment platforms and applications;
- (d) through your access of surveys commissioned by Bubble Tub;
- (e) when you subscribe to receive information from Bubble Tub;
- (f) when you provide partner and/or courier reviews;
- (g) when you communicate with Bubble Tub, by email, completion of electronic forms, post, phone, text or otherwise;
- (h) through publicly available information and third parties;
- (i) financing providers with which Bubble Tub offer financing for purchases, and financial service providers used when processing your payments; or
- (j) through a social media account(s) which you use to create or log into Bubble Tub's website.

3.2 In the event that Bubble Tub is unable to obtain personal information from you as outlined above, this may result in Bubble Tub being unable to provide you with access to website (including any updates) or marketing material.

#### **4. Types of personal information and storage**

4.1 The type of personal information that Bubble Tub may hold includes the following:

- (a) identification information including your name, date of birth, gender, phone number, address, email address, and other contact information;
- (b) data necessary to process your payment if you make a purchase;
- (c) your profile data – interests, favourites, wish lists or preferences;
- (d) registration information including an email address, username and password;
- (e) geolocation data, including your approximate physical location of the devices you use to access our website;
- (f) your IP address and other device identifiers, including mobile advertising identifiers;
- (g) site usage and site preferences;
- (h) your transaction history, including details of any products purchased from Bubble Tub, or that you have enquired about;
- (i) aggregate, anonymous, or de-identified non-personal data;
- (j) any other information provided by you in using Bubble Tub's websites; and

4.1.1 other information that helps us to identify you or helps us to provide or improve our website.

- 4.2 Bubble Tub may collect various financial information such as the full bank account details or credit card numbers that you link to your account with us.
- 4.3 The personal information referred to in clause 4.1 above may be held by Bubble Tub in both hardcopy files and also in an electronic form.

## **5. Disclosure of personal information**

- 5.1 Bubble Tub may be required to disclose your personal information to the following third parties:
  - (a) third party delivery companies that may use your personal information to provide you with status updates on the delivery of your order;
  - (b) external service providers so that the third party can carry out the service that they have been engaged by Bubble Tub;
  - (c) our partners and the suppliers and service providers who help with our business operations including in relation to fraud prevention, identity verification, payment collection, marketing, customer service, and technology services;
  - (d) third parties who have instructed us to provide goods and/or services;
  - (e) organisations that provide applications, websites, services, goods, software, programs used by Bubble Tub;
  - (f) third parties that may provide Bubble Tub with marketing or analytics reports;
  - (g) organisations that help identify illegal activities and prevent fraud;
  - (h) our professional advisors, including our accountants, lawyers, business advisors and consultants;
  - (i) organisations and/or individuals that Bubble Tub intends on entering negotiations with for any merger, sale of assets, financing, acquisition of all or a part of Bubble Tub's business; or
  - (j) any legal industry regulatory body in any of the states, territories and jurisdictions that Bubble Tub operates in.
- 5.2 Bubble Tub may be required to disclose your personal information in order to respond to subpoenas, court orders, or to investigate, prevent, defend against, or take action regarding violations of our terms and conditions, illegal activities, suspected fraud, or situations involving potential threats to the legal rights or physical safety of any person or the security of our network, customers/users or services.
- 5.3 If you purchase goods and services from Bubble Tub using our website, our third-party payment processor will collect the billing and financial information it needs to process your charges. This may include your name, address, e-mail address, and financial information. Bubble Tub's payment processors do not share your financial information with Bubble Tub, but they may share non-financial information with us related to your purchases, including your name, address, and the goods purchased.
- 5.4 When you access our website on a connected third-party application or platform (including, but not limited to, Facebook, Apple, Google, or Amazon), any purchases you make will be processed by that third-party application and subject to that third-party application's terms of service and privacy policy. For these purchases, Bubble Tub does not receive your financial

information, but may receive non-financial information related to your purchases, including your name, address, the goods purchased and your approximate physical location.

5.5 Where the Act permits, Bubble Tub may also disclose personal information to third party suppliers and service providers located overseas for some of the purposes listed above.

## **6. Cross-border disclosure of personal information**

6.1 Bubble Tub may, from time to time, have affiliated offices operating in overseas. Bubble Tub may send your personal information to these offices for one or more of the purposes listed in clause 2.1. If Bubble Tub's overseas offices are operated by 'related body corporates' of Bubble Tub, Bubble Tub will take such steps as a reasonably required to ensure that there is appropriate data handling of your personal information and proper security arrangements are in place.

6.2 From time to time, Bubble Tub may also send your personal information overseas for the following reasons:

- 6.2.1 to third party service providers who store data or operate outside of Australia;
- 6.2.2 to complete a transaction involving an international financial institution; or
- 6.2.3 as required by laws and regulations of Australia or another country.

6.3 Before Bubble Tub discloses personal information about you to an overseas recipient who is not a related entity of you, Bubble Tub will take such steps as a reasonably required to ensure that there is appropriate data handling of your personal information and proper security arrangements are in place.

## **7. Marketing Opt-Out**

7.1 Bubble Tub may, from time to time, contact you for marketing and promotional purposes via email, mail, telephone or otherwise. The parties acknowledge that your consent is provided on an ongoing basis for such contact, unless your rights to opt out in accordance with this clause 7 have been exercised.

7.2 In the event that you no longer wish to receive any promotional or marketing mail or communication from Bubble Tub, then you may let us know and we will cease any correspondence or contact relating to these purposes.

7.3 You may opt out from receiving any electronic marketing and promotional communication by following the unsubscribe instructions within any electronic communication that you have received from Bubble Tub. Additionally, you may opt out from such communication by contacting the Privacy Officer in writing (the details of which are contained at clause 11).

7.4 Unsubscribe or opt out requests originating from electronic communications shall be honoured within ten (10) business days of any such request.

7.5 Any election made to not receive promotional and marketing correspondence from Bubble Tub will not preclude Bubble Tub from any of the following:

- 7.5.1 contacting you regarding your existing or past relationship with Bubble Tub;
- 7.5.2 accessing and viewing your Personal Information in the course of maintaining and improving Bubble Tub's database and internal systems; or



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7.5.3 otherwise using your Personal Information in accordance with this Privacy Policy.

## 8. Cookies

- 8.1 Cookies are used by Bubble Tub in order to maximise and enhance our user experience.
- 8.2 When accessing Bubble Tub's website, small files of data may be placed on your device that enable Bubble Tub to recognise you as a Bubble Tub customer each time you return to our website. As a result of these cookies, you avoid the need to keep inputting your information throughout a session and may have these details auto filled when you visit the website. In addition, these cookies enable Bubble Tub to ascertain information regarding what web pages you visit and how regularly, enabling us to make our websites and platforms increasingly user friendly and to target advertising to content that you may be interested in.
- 8.3 You are free to decline the cookies in which Bubble Tub utilises and can disable them through your web browser.

## 9. Protection of personal information

- 9.1 Bubble Tub will take all reasonable steps to ensure that your personal information is properly protected from misuse, loss, unauthorised access, modification or disclosure.

## 10. Change to Privacy Policy

- 10.1 We reserve the right to modify this Privacy Policy from time to time in response to changing legal, technical or business developments, and without prior notice to you. When we update our Privacy Policy with respect to material changes to the way we handle your personal information, we will take appropriate and reasonable measures to inform you. Where required by applicable data protection law, we will obtain your consent to any material changes to this Privacy Policy and if you object to any changes, you must cease using our services. Otherwise, your continued use of the services after any modifications to the Privacy Policy consent to the revised terms to the extent permitted by law.
- 10.2 We encourage you to periodically review this Privacy Policy for the latest information on our privacy practices on this webpage.
- 10.3 This Privacy Policy may be updated from time to time and was last updated on the date as stated on this webpage.

## 11. Accessing and requesting correction of Personal Information

- 11.1 To access, seek or request personal information that Bubble Tub holds about you, please contact us at:

The <a href="mailto:team@bubbletub.com.au">team@bubbletub.com.au</a>	Privacy 1800 150 750	Officer
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- 11.2 In the event that access to personal information is requested, Bubble Tub will endeavour to respond to that request as soon as reasonably practicable if and to the extent required by the applicable law.
- 11.3 If Bubble Tub is unable to give you access, or if Bubble Tub declines to amend your personal information, Bubble Tub will issue a written notice that describes our reasoning for doing so. Bubble Tub notes that before providing you with any personal information Bubble Tub will be required to verify your identity.



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11.4 Bubble Tub reserves the right to make an administrative charge to you if it is required, to provide you with access to personal information as outlined in clauses 11.1 and 11.2 above.

## **12. Resolving your concerns**

12.1 If you wish to make a complaint regarding that way in which Bubble Tub manages your personal information, or that you feel that Bubble Tub has fallen short of the required standards set by the Act, please prepare your complaint in writing and supply it to The Privacy Officer.

12.2 A written acknowledgement of your complaint will be provided within 7 days, and Bubble Tub will attempt to have your concern resolved within thirty (30) days of receipt of your complaint.

## **13. Contact Us**

13.1 If you have any questions or concerns relating to this Privacy Policy or our privacy practices, or would like to opt-out of postal mail and/or any other form of communication from us, please contact the Privacy Officer.

**FREE GUEST WIFI PASSWORD: BTUBWIFI012026**