

WEBSITE & PURCHASES TERMS AND CONDITIONS

Please note these terms and conditions were updated on 9 November 2023 and are no longer in effect. You can access the current MECCA Website Terms & Conditions and MECCA Purchase Terms & Conditions [here](#).

GENERAL

MECCA Brands Pty Ltd (**MECCA, we, us or our**) provides the MECCA websites including the Australian website at www.mecca.com/en-au/ and the New Zealand website at www.mecca.com/en-nz/ and the MECCA app (collectively, the **Sites**). These terms and conditions, our [Privacy Policy](#), any other terms and conditions and policies that you may find on the Sites (such as our [Returns & Exchanges Policy](#)) and any applicable laws or regulations (collectively, **Terms**) govern your use of, and access to, the Sites, our related websites and social media channels, and the products and services provided therein, regardless of your means of access. Full terms and conditions can be accessed by clicking on each of the headings below.

We encourage you to read the Terms, and consult our Help section if you have any particular questions in relation to the Terms or the Sites. By accessing or using the Sites, you acknowledge that you have read, understood, and agreed to the Terms.

If you access and use any part of the Sites on someone else's behalf, you represent that you have the authority to do so, and accept the Terms, on their behalf. To the extent you do not have such authority, you agree to be bound to the Terms and to accept liability for any harm or loss caused by any wrongful use of the Sites or Content resulting from such access or use.

APPLICABLE LAW

The Terms are governed by the laws of Victoria, Australia. You agree to submit to the exclusive jurisdiction of the courts exercising jurisdiction in Victoria, Australia.

MODIFICATION

We may modify or remove any part of these Terms, or content of the Sites, at any time without notice. Any changes are effective immediately upon posting to, or removal from, the Sites. Your continued use of the Sites thereafter constitutes your acceptance of any changes to the Sites or Terms. If you do not agree to any change, then you must immediately stop using the Sites. You should read the Terms before placing an order online and check back often for any changes. Any changes made after you have placed an order will not affect that order, unless we are required to make the change by law.

We do not promise to continue to offer or maintain the Sites. We may, at any time and without prior notice to you, withdraw the Sites from use and terminate any or all of the rights granted by the Terms.

PLACING ORDERS AND MAKING BOOKINGS

Currently, you may only place an order or make an online booking via the MECCA website at www.mecca.com. If you use the MECCA App to browse our goods and services, you will be redirected to www.mecca.com to place your order or make your booking.

To place an order or make a booking, you must:

- meet the eligibility criteria (see below); and
- provide your personal and payment details, including your full name, phone number, e-mail address and any other requested information. By providing these details, you represent and warrant that they are valid and correct and that you are the person specified in the 'Billing information' section.

You will meet the eligibility criteria if:

- you hold a valid credit or debit card issued by a bank that is acceptable to MECCA or you hold another means of payment that is acceptable to MECCA, such as a valid Paypal or Afterpay account (**Alternative Payment Method**);
- you have authorised MECCA to process 1 or more charges on your credit or debit card or Alternative Payment Method in an amount equivalent to the total purchase price for the goods or services that are the subject of the order.

Once your order is placed, you cannot edit, add to or cancel it.

We reserve the right to only accept orders or bookings from those aged over 18 or 21, as legislated by the relevant state or territory of residence.

We may use your personal information (eg your personal and payment details) for the purpose of performing credit checks. Where necessary, we may transmit or obtain information or updated information about you (including your card number) to or from third parties for the purposes of authenticating your identity, validating your card, obtaining an initial credit card authorisation and / or authorising individual purchase transactions.

Please refer to our [Privacy Policy](#) for further information about how we use your personal information.

ACCEPTANCE OF YOUR ORDER OR BOOKING

When you place an order or make a booking via the Sites, you make an offer to purchase the selected goods or services from us in accordance with these Terms. Unless you cancel your order or

booking, your offer is accepted, and the contract for the supply of the goods or services completed, when:

- in the case of goods, an email is sent from us (or our authorised agent) confirming that the goods have been dispatched and handed over to the designated carrier; or
- in the case of services, we commence providing the services to you in accordance with the booking.

For the avoidance of doubt, your offer has not been accepted when:

- you add 1 or more items to your cart; and / or
- following the placement of your order or booking, you receive an email acknowledging details of your order or booking. This email confirm that we have received notice of, but not accepted, your order or booking.

At the time your order or booking is placed, your credit or debit card or Alternative Payment Method will be charged in the amount equivalent to the total price for the goods or services that are the subject of the order. The transaction may appear as 'authorisation only' or 'pending' on your bank statement until your order is fulfilled.

We have a responsibility to provide you with a secure payment gateway. To protect the interests of you and your financial institution, we conduct and implement fraud detection processes, including monitoring suspicious transactions and verifying the authenticity of orders. If your order (or your nominated payment method) triggers our fraud prevention protocols, we may contact you to confirm additional details. Your order must pass our fraud prevention protocols before it will be fulfilled. If we are unable to obtain authorisation for payment, or you do not provide the requested information within the required timeframe, your order may be cancelled and payment returned, if applicable, via the original payment method. In those circumstances, your bank may take 3 to 5 working days to clear the funds back into your account.

We reserve the right to:

- reject your offer at any time at our discretion, including in the event that we are unable to obtain authorisation for payment, the goods or services are unavailable or that you do not meet the eligibility criteria set out, or otherwise contemplated, in the Terms;
- refuse to provide services to you and retain your full prepayment amount in the event that you are more than 20 minutes late to a service booking; and
- restrict or limit the quantity of particular goods being shipped to any one customer or postal address.

The contract for the supply of goods or services (as the context permits) is completed in Victoria, Australia. Please note that some services may only be available at selected MECCA stores.

MECCA BEAUTY LOOP

MECCA Beauty Loop is our customer rewards program. You may hold, or register, a MECCA Beauty Loop member account also known as a 'My MECCA Account' (**Beauty Loop Account**), in accordance with the MECCA Beauty Loop terms and conditions. You may be restricted from using

or accessing some parts of the Sites, including parts of the MECCA App, if you do not hold or register, and log in to, your Beauty Loop Account.

You agree you are responsible for:

- maintaining the confidentiality of your Beauty Loop Account details, including any username and password;
- restricting third party access to your Beauty Loop Account via your devices;
- providing and maintaining current, accurate, complete and truthful information in connection with your Beauty Loop Account, including all Beauty Loop Account details; and
- all activities that occur under your Beauty Loop Account.

We reserve the right to terminate, suspend or block your access to the Sites or your Beauty Loop Account without prior notice for any reason, including if you breach the Terms or if we decide that it would be in our best interests to do so.

If you place an order via the Sites as a guest, the transaction will not contribute to your Beauty Loop spend and cannot be retroactively amended.

PRICES

Prices are inclusive of GST and are displayed in:

- Australian Dollars (AUD) on our Australian Sites; and
- New Zealand Dollars (NZD) on our New Zealand Sites.

Prices are subject to change, effective immediately upon posting to the Site(s) or other form of notification.

SHIPPING

Shipping of orders is governed by our Shipping Policy.

INTENDED USE

By placing an order or making a booking with us, you agree to use the products or services only for their intended purpose. If you use the products or services for any other purpose, you will assume full responsibility for any loss or damage arising out of such use.

INTELLECTUAL PROPERTY RIGHTS

In this document:

- Content means any materials or content that contribute to the existence and the 'look and feel' of the Sites, including information, graphics, headers, icons, images, logos, names, sounds, music, video, audio, text, software, HTML and code; and
- Intellectual Property Rights includes patents, rights to inventions, copyright, trade marks, trade names and domain names, rights in goodwill, rights in confidential information and any other intellectual property rights, whether registered or unregistered and including all applications for, and renewals or extensions of, such rights and all similar rights which subsist now or in future anywhere in the world.

The Sites, Content and all Intellectual Property Rights comprised in the Sites and Content are owned by MECCA, or in some cases, our affiliates, partners, related bodies corporate or licensors. The Intellectual Property Rights may be protected by Australian and international laws.

You are not granted any rights, including any Intellectual Property Rights, in relation to, or permitted to use, any part of the Content or Sites, other than as expressly authorised by us, our third party licensors or applicable laws, such as the Copyright Act 1968 (Cth).

Any unauthorised publication, reproduction, exploitation distribution, duplication, copying, including to another server or location, sale, access, modification or use of any part of the Sites or Content is prohibited. Without limiting the foregoing, you are permitted to make 1 copy of the Content for your personal use.

MECCA makes no representations or warranties about whether your use of the Sites or Content will, or will not, infringe any Intellectual Property Rights, including those of MECCA or any third party.

LIMITED LICENCE

We grant you a limited, revocable, and non-exclusive licence to access the Sites for your personal use. This limited licence does not permit, and you are, therefore, restricted from:

- framing or utilising framing techniques to enclose the whole or any part of the Sites;
- publishing, distributing, transmitting, selling, licensing or downloading the whole or any part of the Sites or Content (except caching or as necessary to view the Sites);
- making any use of the Sites or Content other than for personal use;
- modifying, reverse engineering or creating any derivative works based upon the Sites or Content;
- collecting account information for the benefit of yourself or another party;
- using any meta tags or any other "hidden text" utilizing any Content; or
- using software robots, spiders, crawlers, or similar data gathering and extraction tools, or taking any other action that may impose an unreasonable burden or load on our infrastructure.

You must retain, without modification, all proprietary notices on the Sites or affixed to or contained in the Sites. Any powers (if any) conferred on you by section 26 of the Trade Marks Act 1995 (Cth) are expressly excluded.

Any unauthorized use by you of the Sites or Content automatically terminates the limited licence set forth in this section without prejudice to any other right or remedy available to MECCA under applicable laws or the Terms.

REPRESENTATIONS AND WARRANTIES

We attempt to provide accurate information on the Sites. However, the information contained on the Sites is of a general nature only and does not constitute or replace professional advice for individual or specific conditions and, to the extent permitted by applicable law:

- we do not warrant that information contained on the Sites or in the Content, including any product or service descriptions, colours, ingredients is accurate, complete, reliable, current, or error-free;
- MECCA takes no responsibility for any loss, damage, injury or death arising from any use of the information contained on the Sites or in the Content; and
- the Sites are presented 'as is' and we make no representations or warranties of any kind whatsoever, express or implied, in connection with the Terms or the Sites, including warranties of merchantability, non-infringement or fitness for a particular purpose.

MECCA does not promise that any part of the Sites or Content is error-free or that the Sites, the Content or the server that makes it available are free of viruses or other harmful components. We always recommend that all users of the internet ensure they have up to date virus checking software installed.

Nothing in the Terms excludes, restricts or modifies any rights or remedies under Schedule 2 of the Competition and Consumer Act 2010 (Cth) that cannot be excluded, restricted or modified Subject to the preceding sentence, and to the fullest extent permitted by applicable law, our liability under the Terms will be limited, at our option:

- in the case of services, to (a) re-supplying those services; or (b) paying the cost of having the services re-supplied; and
- in the case of goods, to (a) replacing the goods or supplying equivalent goods; (b) repairing the goods; (c) paying the cost of replacing the goods or of acquiring equivalent goods; or (d) paying the cost of having the goods repaired.

LIMITATION OF LIABILITY

You agree that, to the fullest extent permitted by applicable law, we will not be responsible or liable (whether in contract, tort (including negligence) or otherwise), under any circumstances, for any (a) interruption of business; (b) access delays or access interruptions to the Site; (c) data non-delivery, misdelivery, corruption, destruction or other modification; (d) computer viruses, system failures or malfunctions which may occur in connection with your use of the Sites, including clicking any

hyperlink to or from a third party website; (e) any inaccuracies or omissions in the Sites or Content; or (f) events beyond our reasonable control.

Further, to the fullest extent permitted by applicable law, we will not be liable for any indirect, special, punitive, incidental, or consequential damages of any kind or loss of profits, loss of revenue loss of data, loss of goodwill, arising out of or related to the Sites or its Content, or your use (or non-use) thereof, regardless of the form of action whether in contract, tort (including negligence) or otherwise, even if we have been advised of the possibility of such damages and in no event shall our maximum aggregate liability exceed AUD\$100.

INDEMNITY

You indemnify us against any action, liability, claim, loss, damage, proceeding, expense (including legal costs) suffered or incurred by us, arising from, or which is directly or indirectly, related to:

- your breach or non-observance of any term of the Terms;
- any breach or inaccuracy in any of your representations or warranties; or
- your use of the Sites or Content.

NO COMMERCIAL USE

The Sites (and any goods or services purchased on or via the Sites) is for your personal, non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products or services contained within, on or via the Sites. You may not use the Sites (and any goods or services purchased on or via the Sites), or any of its Content, to further any commercial purpose, including any commercial activity, sales or offering for sale, advertising or advertising revenue generation activity on your own website, auction sites, group buying sites social media sites or otherwise.

USE OF INFORMATION

If you upload or otherwise provide any information or content (**User Content**) in the course of accessing or using the Sites, you:

- agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise and use the User Content (and all intellectual property rights contained therein), including in all media now known or not currently known;
- consent to us infringing any moral rights or similar rights you may have or may acquire in the future in that User Content; and
- agree that such User Content will be available to us to use in any manner, subject to applicable laws, including privacy laws.

You agree that you will not upload or otherwise provide any User Content that:

- is defamatory, fraudulent, unlawful, threatening, intimidating, harassing, inappropriate, harmful, hateful, abusive, tortious, obscene, invasive of another's privacy, sexist, racist, violent, degrading;
- infringes the intellectual or other proprietary interests of third parties;
- contains spam, chain letters, pyramid and other such selling and marketing schemes, computer viruses, computer code, files or programs or other harmful components that are designed to interrupt, destroy, change or limit the functionality of the Sites or any other computer software, hardware or other electronic equipment, information which in any way impinges on another user's use or enjoyment of the Sites or otherwise breaches or encourages other users to breach the Terms;
- violates any law, statute or regulation;
- forges information to disguise the origin of any User Content; or
- encourages or incites any other person to engage in any of the above behaviour.

THIRD PARTY SITES

We may include hyperlinks on the Sites to other websites, platforms or resources operated by third parties (**Third Party Sites**). MECCA is not responsible for the content or accuracy of any Third Party Sites linked to or from the Sites, nor are we responsible for the availability of Third Party Sites, and we do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of any Third Party Sites, including any offerings, advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external websites or resources.

You should make your own reasonable enquires regarding the content of Third Party Sites. Your linking to or from the Third Party Sites is at your own risk. You should carefully review the terms and conditions and privacy policies of all Third Party Sites that you visit. Reference to any product, service or other information by trade mark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by MECCA.

BREACH AND TERMINATION

If, in our reasonable opinion, you breach any provision of the Terms we may immediately issue a warning, temporarily suspend or permanently prevent your access to all or any part of the Sites. In any event, we may terminate the Terms (and your right to use the Site) at any time and for any reason, without prior notice to you.

RELATIONSHIP

No agency, partnership, joint venture, employment or franchisor-franchisee relationship is intended or created between you and us by the Terms.

FORCE MAJEURE

We shall not be responsible for any delay, suspension or failure arising out of any circumstances outside of our reasonable control, including acts of God, governmental actions, including any government imposed shutdown or closure, a change in applicable law, riots, vandalism, strikes, lockouts or other labour difficulty, war or national emergency, pandemic, epidemic, quarantine or other widespread or serious threat to human health (including an outbreak or recurrence), acts of terrorism, fire, explosion, flood or other natural disaster, an act or omission of a third party, inability to obtain any necessary materials, equipment, facilities or services, the failure of performance provided by others, internet interruption or virus, accidents or breakdown of plant, machinery, software, hardware or communication network and failure or shortage of power supplies or other essential utility.

OFFERS

All terms of an offer must be met.

Offers are valid only for the period specified and will end at 11:59am AET on the end date, unless stated otherwise in the offer terms. Orders placed on days with free shipping offers are not eligible for our 2pm same day dispatch guarantee.

Items on sale during a MECCA pre-sale offer will be subject to an order quantity limit per customer, per order, which we may determine or amend (in our absolute discretion) at any time.

Please note offer periods are subject to product availability and will terminate early if stocks run out.

We reserve the right to vary, withdraw or cancel offers for any reason at any time.

NO WAIVER

Any failure to enforce any of our rights does not constitute a waiver of those rights.

SEVERABILITY

Any part of the Terms that is illegal, void or unenforceable may be severed, and the remainder will continue in force.

PRODUCT INGREDIENTS

From time to time, our brands refresh their products and the ingredients they use may change slightly. We aim to update our digital platforms with any changes as soon as we can, but you're best to check the product packaging for the most up-to-date ingredient list. If you want to double check an ingredient, please contact our customer care team here.

CONTACT

If you have any questions regarding these Terms and Conditions, please [Contact Us](#).