Astral Float Studio operates this website. It is Astral Float Studio's policy to respect your privacy regarding any information we may collect while operating our website.

### **Website Visitors**

Like most website operators, Astral Float Studio collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request. Astral Float Studio's purpose in collecting non-personally identifying information is to better understand how Astral Float Studio's visitors use its website. From time to time, Astral Float Studio may release non-personally identifying information in the aggregate, e.g. by publishing a report on trends in the usage of its website.

Astral Float Studio also collects potentially personally-identifying information like Internet Protocol (IP) addresses for logged in users and for users leaving comments on blogs. Astral Float Studio only disclose logged in user and commenter addresses under the same circumstances that it users and discloses personally-identifying information as described below, except that blog commenter IP addresses are visible and disclosed to the administrators of the blog where the comment was left.

# **Gathering of Personally-Identifying Information**

Certain visitors to Astral Float Studio's websites choose to interact with Astral Float Studio in ways that require Astral Float Studio to gather personally-identifying information. The amount and type of information that Astral Float Studio gathers depends on the nature of the interaction. Those who engage in transactions with Astral Float Studio are asked to provide additional information, including as necessary the personal and financial information required to process those transactions. In each case, Astral Float Studio collects such information only insofar as is necessary or appropriate to fulfil the purpose of the visitor's interaction with Astral Float Studio. Astral Float Studio does not disclose personally-identifying information other than as described below. And visitors can always refuse to supply personally-identifying information, with the caveat that it may prevent from engaging in certain website related activities.

## **Protection of Certain Personally-Identifying Information**

Astral Float Studio discloses potentially personally-identifying information and personally-identifying information only to those of its employees, contractors and affiliated organisations that (i) need to know that information in order to process it on Astral Float Studio's behalf or to provide services available at Astral Float Studio's website, and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organisations may be located outside of your home country, by using Astral Float Studio's website you consent to the transfer of such information to them. Astral Float Studio will not rent or sell potentially personally-identifying and personallyidentifying information to anyone. Other than to its employees, contractors and affiliated organisations, as described above. If you are a registered user of the Astral Float Studio website and have supplier your email address, Astral Float Studio may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what's going on with Astral Float Studio and our services/products. We primarily use our social media accounts to communicate this type of information, so we expect to keep this type of email to a minimum. If you send us a request (for example via a support email or via one of our feedback mechanisms), we reserve the right to publish it in order to help us clarify or respond to your request or to help us support other users. Astral Float Studio takes all measures reasonably necessary to protect against

the unauthorised access, use, alteration or destruction of personally-identifying and personally-identifying information.

### Cookies

A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to the website each time the visitor returns. Astral Float Studio uses cookies to help Astral Float Studio identify and track visitors, their usage of Astral Float Studio website, and their website access preferences. Astral Float Studio visitors who do not wish to have cookies placed on their computers should set their browsers before using Astral Float Studio website, with the drawback that certain features of Astral Float Studio websites may not function properly without the aid of cookies.

### **Business Transactions**

If Astral Float Studio, or substantially all of its assets, were acquired, or in the unlikely event that Astral Float Studio goes out of business or enters insolvency, user information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of Astral Float Studio may continue to use personal information as set forth in this policy.

## **Advertising**

Ads appearing on any of our websites may be delivered to users by advertising partners, who may set cookies. These cookies allow the ad server to recognise your computer each time they send you an online advertisement to compile information about you or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This Privacy Policy covers the use of cookies by Astral Float Studio and does not cover the use of cookies by any advertisers.

### **Comments**

Comments and other content submitted to our anti-spam service are not saved on our servers unless they were marked as false positives, in which case we store them long enough to use them to improve the service to avoid future false positives.

## **Privacy Policy Changes**

Although most changes are likely to be minor, Astral Float Studio may change its Privacy Policy from time to time and in Astral Float Studio's sole discretion, Astral Float Studio encourages visitors to frequently check this page for any changes to its Privacy Policy. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change.

# ASTRAL FLOAT STUDIO – RETURNS/REFUND POLICY

Astral Float Studio has made its best efforts to accurately display and describe its services online. If you are unhappy with your float, we will work with you to establish why and see if we can help you make the most out of an additional float. Please note that you may cancel or reschedule your appointment without any charge no less than 24 hours prior to your appointment time.

Late arrival for a float may require us to shorten the length of your session, with full charges applied.

There are no refunds for gift vouchers, packages or memberships. Astral Float Studio will only accept a cancellation of a casual float with a full refund if more than 24 hours' notice (from the float appointment time) is given.

If you have purchased a casual float and want a refund, please email info@astralfloatstudio.com.au

### **PAYMENT & SECURITY**

## **Payment**

We accept credit card payments. All purchases will be processed and authorised by our approved payment system FloatHelm. Your credit card details will be securely processed and no credit card details are stored or seen by us. If you'd rather speak to a person, please give us a call on 02 6109 0117 and we will process your order over the phone. This personalised service may offer you additional payment methods via bank transfer.

## **SECURITY**

Our "FloatHelm" payment system contains encrypted security so all payments are made in a secure environment. With the exception of telephone payments, we do not handle any credit or debit card information directly. Astral Float Studio takes its responsibilities and obligations to protect the personal information of its customers very seriously. Comprehensive security measures have been carefully implemented to provide a safe and secure shopping environment for our Astral Float Studio customers.

### **COMPETITIONS/PROMOTIONS**

Astral Float Studio will facilitate competitions/promotions during the year. Each Competition is a game of chance, the winner will be chosen at random.

Entrants must Like the Astral Float Studio Facebook page during the time of the competition/promotion or earlier. Entrants must like the Astral Float Studio Facebook page and tag three "friends" on Instagram during the Competition Period to be and eligible entrant. ("Entry").

An Entrant's Entry must not be late, incomplete, incomprehensible, unlawful, obscene, defamatory, libellous, threatening, pornographic, harassing, hateful, racially or ethically offensive, capable of encouraging conduct that would be considered a criminal offence, capable of violating any law or giving rise to any civil liability.

The Entrant may enter as many times as they like throughout the Competition Period provided that each entry is unique - i.e tagging different friends.

Any Entry that is made on behalf of an Entrant by a third party, or otherwise by proxy, will be invalid.

Judging of all valid Entries received within the Competition Period will be conducted by a panel of judges at Astral Float Studio, Braybrooke Street Bruce. The winning entry will be selected completely at random.

There will be one (1) winner in total for each competition/promotion.

The one (1) entrant who submits the winning entry ("Winner") will be awarded the prize as stipulated in the competition's terms and conditions which will be created at the commencement of the competition/promotion.

The Promoter reserves the right, at any time, to verify the validity of Entries and Entrants (including an Entrant's identity, age, and place of residence) and to disqualify an Entrant who submits and Entry that is not in accordance with these Terms and Conditions or who interferes or tampers with the Entry process or if the Entrant engaged in any unlawful or other misconduct calculated to jeopardise the fair and proper conduct of the Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

Despite anything to the contrary in these Terms and Conditions, errors and omissions may be accepted at the Promoters complete discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

The Promoter's decision in relation to any or all aspects of this Competition is at its complete discretion, final and binding on all persons who enter into this Competition and no correspondence will be entered into.

Any costs associated with entering this Competition are the responsibility of each Entrant.

The Promoter accepts no responsibility for late, lost or misdirected Entries or other communications. Entries will be deemed void if forged, manipulated or tampered with in any way. Incomplete, indecipherable, or illegible Entries will also be deemed invalid and will not be included in the Competition. All Entries are deemed to be received at the time of receipt by the Promoter and not the time of the transmission by the Entrant. The Promoter cannot accept responsibility for any entry not received. The Promoter assumes no responsibility for any failure to receive any entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches.

Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit. Exclude or modify the statutory consumer guarantees or implied warranties as provided under the Competition and Consumer Act 2012 (Cth) or any other applicable consumer protection laws.

Except for any liability which cannot be excluded by law, the Promoter and its associated companies are not responsible for and exclude all liability (including negligence) for any personal injury or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of:

Any problems or technical malfunction (whether or not under the Promoter's control) of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on any computer system or at any website, or any combination thereof, including (but not limited to) any injury or damage to Entrants or any other person's property related to or resulting from participation in this Competition;

Any incorrect or inaccurate information, either caused by users or by any of the equipment or programming associated with or utilised in connection with this Competition, or by any technical error that may occur in the course of this Competition;

Any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or third part interference or unauthorised access to or alteration of entries or entrants details;

Any Entry that is late, lost, altered, damaged or misdirected (whether or not after receipt by the Promoter);

Any tax liability incurred by a winner or entrant (independent financial advice should be sought);

## Participation in this Competition; or Cancellation of this Competition

This Competition, or any aspect of it, may be changed or withdrawn at any time without prior notification. In the event of any dispute, the Promoter will be the sole arbitrator and its decision will be final (subject to laws that may apply).

Any attempt to deliberately damage the Promoter's promotional website or the information on the website, to cause malicious damage or interference with the normal functioning of the website, or to otherwise undermine the legitimate operation of this Competition may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any cost in connection with any breach of these conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.

The Promoter will collect Entrant's personal information in order to conduct the Competition. If the information requested is not provided, the Entrant may not participate in the Competition. The collection, use and disclosure of personal information provided in connection with this Competition is governed by the Promoter's privacy policy above.

By entering the Competition, the Entrants consents to receipt of any email regarding the Competition, content on Facebook and other emails which inform the Entrant of the Promoter's other publications, products, services and events and to promote third party goods and services it may be interested in.

Entrants acknowledge that this competition is in no way sponsored, endorsed or administered by, or associated with Instagram. Entrants will provide their information to the Promoter and not Instagram. Any questions, comments or complaints regarding the Competition must be directed to the Promoter, not Instagram.

These Terms and Conditions are governed by, and are to be construed in accordance with, the laws enforceable in Canberra, Australia. Each party submits to the exclusive jurisdiction in Canberra, Australia and any court hearing appeals from those courts.

These Terms and Conditions embody the entire agreement between the Promoter and each Entrant with respect to this Competition.

Any provision in these terms and conditions which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise must be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

The Promoter can be contacted at: info@astralfloatstudio.com.au