ONLINE SHOP

TERMS AND CONDITIONS

Current version:	V4
Last reviewed:	October 2026
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Person(s) responsible for review:	Operations Manager & Marketing Manager

Online Shop Terms and Conditions

Ordering Online

Customers may order the products from FDNA and Peninsula Waves by completing and submitting the order form on our website. In placing an order, the Customer agrees to be bound by these Terms and Conditions.

How to buy:

- Place your order online and make your payment via Stripe.
- Retain your receipt/order for your records.
- You will receive an automated confirmation, please do not reply to this email.
- You will be notified when your order is ready for collection from Jubilee Park Stadium. Please do not attend to collect your order until you have received this notification.

Privacy

FDNA takes your privacy seriously and any information provided through your use of the Website and/or the Purchase Services are subject to FDNA's Privacy Policy, which is available on the Website.

Pricing Information

All goods and services attract the Australian Federal Government Goods and Services Tax (GST) of 10%. The prices shown for products include GST, and the total GST paid is shown in the Tax Invoice. All monetary values shown on this site are Australian Dollars (AUD).

All prices are for online purchases only and may not be matched at any retail location.

Prices are subject to change without notice. We make every effort to ensure pricing and product information is accurate. If an error is identified, FDNA will contact the customer before fulfilling the order where required.

Photographs and graphics are used for representational purposes only and may not be the exact product or configuration as described.

Refund Policy

No refunds will be provided, unless specified by Fair Trading Legislation. Refunds must be claimed within 7 days from the date of purchase. All products refunded must be in original condition including packaging. Any products returned may incur a restocking fee. All cost incurred in returning the product to FDNA for repair, replacement or credit are the customer's responsibility.

- Customer must notify us and obtain authorisation before any products are returned.
- A copy of original invoice must be provided with the goods.
- An authorisation doesn't guarantee credit, repair or replacement. It is just an authorisation to return products to us.
- Please check the specifications and compatibility of the products being ordered to ensure they are what you want as we do not sell goods on a trial basis.
- We do not refund or credit for incorrect purchase.
- No credit is available for any freight paid.
- Authorisation is valid for 7 days only.

- We are unable to return or refund any personalised item, unless a product fault is determined, in accordance with relevant legislation.
- If you receive a product that appears to have been 'Damaged in transit', you should refuse to accept the goods and notify us immediately.

If FDNA is unable to supply the products because of any act of nature, industrial dispute, lock-out, fire, flood, war, transport delays or any other cause beyond its control then it shall be entitled at its option to either extend the time for collection until a reasonable period after such cause has ceased or to cancel the sale and in neither case shall the customer have any claim for loss or damage against FDNA.

Payment Information

Payments are made by credit/debit card only. Online payments are securely processed through Stripe. FDNA does not store your full credit or debit card details.

(https://stripe.com); it is they who will contact the card issuer and request payment in real time and will either charge or reject the charge at the end of the checkout process. Should the payment be rejected the Customer will be advised as to the reason given by your card issuer for the rejection – neither FDNA nor Stripe make any determination as to your ability to make payment or financial worthiness, save for required fraud-checking and all charge results that are shown are that as determined by the card issuer.
When making payment, the Customer will pay for the product in full.

Stripe is solely responsible for storing and processing of card details, and at no point do any staff of either party get to see card details in full. At no point do card details entered on the website get transmitted through or stored on the web servers of FDNA.

From the 1st of October 2026 changes from the Reserve Bank to VISA, MasterCard and Eftpos payment rules mean card transaction fees can no longer be added as a

separate surcharge at checkout. Instead, these costs will be included in the advertised price.

Changes to Terms

Each order is bound by the terms and conditions current when the order is placed. FDNA may change these terms and conditions without notice. It is your responsibility to read and understand these terms and conditions each time you place an order. All purchases under this website and these terms and conditions are subject to the laws of Victoria, Australia.

Limitation of Liability

FDNA will in no way be liable for any direct, indirect, incidental, special or consequential damages, resulting from your use or your inability to use this website or for the cost of procurement of substitute products or resulting from any products purchased or obtained or messages received or transactions entered into through this website or resulting from unauthorised access to or alteration of your transmissions or data or of any information contained on this website, including but not limited to, damages for loss of profits, use, data or other intangible, even if FDNA has been advised of the possibility of such damages.

Disclaimers

- FDNA does not make any guarantees, warranties or representations about the products, except those implied by Australian Consumer Law;
- That everything on the website is provided on an "as is" and "as available" basis;
- The seller does not assume any liability whatsoever arising out of the application or use of any product; and
- Specification and particulars in relation to the products referred to on the website is subject to change without prior notice.
- You acknowledge that FDNA does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Products other than provided for pursuant to these Terms.
- FDNA will make every effort to ensure a Product is accurately depicted on the Website, however, you acknowledge that sizes, colours and packaging may differ from what is displayed on the Website.
- Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- Use of the Website, the Purchase Services, and any of the products of FDNA, is at your own risk. Everything on the Website, the Purchase Services, and the Products

of FDNA, are provided to you on an "as is" and "as available" basis, without warranty or condition of any kind.

Dispute Resolution

Compulsory

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

Notice

A party to the Terms claiming a dispute (Dispute) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

Resolution

On receipt of that notice (Notice) by that other party, the parties to the Terms (Parties) must:

(i) Within 28 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
(ii) If for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the Complaints Manager or his or her nominee;
(iii) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
(iv) The mediation will be held in the Frankston region, Australia.