

## SAMRUDDHI PTY LTD \$21 WEBSITE PROMOTION

## **SCHEDULE**

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Promoter, we,	Name: Samruddhi Pty Ltd (ACN 614 414 667)
us or our	Address: 3 Dorrigo St, Yarrabilba, Queensland 4207, Australia
	Phone: +61-413144855
	Email: info@allneeds.digital
Promotion	If a customer fills out our contact form on our website, available at offers.allneeds.digital during the Promotional Period, the Customer will be entitled to purchase our Eligible Service for \$1 (AUD) during the Promotional Period, subject to the Customer signing up for our Hosting Services for an additional cost.
Promotional Period	Start Date:
	9am 7 <sup>th</sup> May 2023 (AEST)
	End Date:
	11.59pm 7 <sup>th</sup> June 2023 (AEST)
	The Promoter has the right to end the Promotion earlier than the End Date ("Revised End Date").
Criteria	To be eligible to take part in the Promotion, the Customer must:
	<ul> <li>be at least 18 years of age;</li> </ul>
	<ul> <li>sign up on the contact form for the Eligible Service through the website (available at <a href="https://www.allneeds.digital/offer">https://www.allneeds.digital/offer</a> by providing their contact and other details within the Promotional Period;</li> </ul>
	purchase of the Hosting Services for 12 month;
	<ul> <li>have a valid Australian Business Number or equivalent; and</li> <li>pass any other verification procedures that we deem necessary.</li> </ul>
	The Promotion may be used in conjunction with other promotions that the Promoter offers from time to time.
Eligible Service	The Eligible Service means our website development services, which are the following:
	New Website built on wordpress wix or shopify.
	New website should not be used for any activities prohibited under current state or federal laws
	Exclusions
	The Eligible Services do not include the following:
	the Hosting Services Cost;
	Domain Name Registration Cost
	Support for 3 <sup>rd</sup> party plugins
	Support or Maintenance of any functionality not built by us
Hosting &	Hosting Price: Subjected to plan selected Period: 12 months
Domain Registration Services	<b>Domain Price</b> : Subjected to selected domain <b>Period</b> : 12 months
	Hosting Services: The Hosting Services are subjected to plans chosed but most plans include the following
	<ul> <li>Unlimited Bandwidth</li> <li>Unlimited Email Accounts</li> </ul>
	Unlimited MariaDB Databases
	Unlimited Addon Domains
	1000 Emails Per Hour      Holimited Subdemains
	<ul> <li>Unlimited Subdomains</li> <li>AutoSSL SSL Certificates</li> </ul>
	- Autoost out continued



Unlimited FTP Accounts

The Hosting Services are subject to the following:

 Hosting servers and services are maintained by 3<sup>rd</sup> party. Any support is limited by 3<sup>rd</sup> party providers availability to resolve any issue

## **TERMS AND CONDITIONS**

- 1. These terms and conditions are between Samruddhi Pty Ltd (ACN 614 414 667) (the **Promoter**) and you, the person participating in the Promotion (the **Customer**).
- 2. Information on eligibility, mechanisms on how to participate, and the information in the Schedule form part of these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
- 3. We reserve the right to alter or withdraw the Promotion at any time. Our decision is final in all matters relating to a promotional offer.
- 4. Subject to our Standard Terms and Conditions: Each offer applies to selected products and are subject to the restrictions in these Terms and Conditions and our Standard Terms and Conditions available at <a href="www.allneeds.digital">www.allneeds.digital</a> or provided with quote or invoice or estimate
- 5. **Promotional Period:** The Promotional Period commences on the Start Date and concludes on the End Date, as particularised in the Schedule.
- 6. Eligibility: The Promotion is open to individuals that meet the Criteria.
- 7. How to participate: To be eligible, the Customer must, during the Promotional Period, fill out the contact form on our website, available at https://www.allneeds.digital/offer, or contact us via phone at 0413144855 or via email at info@allneeds.digital. If a customer is eligible to take part in the Promotion (as confirmed by the Promoter), the Customer will be able to purchase the Eligible Service by agreeing with terms and payments plan provided that the Customer also purchase the Hosting Services for the applicable Price and Period as set out in the Schedule. Prices displayed are exclusive of any value-added tax (including GST).
- 8. **Availability:** All offers under this Promotion are subject to availability. The Promoter has the right to delay the Promotional Period, or otherwise alter the Promotion in our sole discretion.
- 9. **One use per person:** Each Customer is able to take part in the Promotion once.
- 10. **Verification of use:** The Promoter reserves the right, at any time, to verify the validity of any Customer (including a customer's identity, business details, age and place of residence).
- 11. **Expenses:** Customers are responsible for any and all expenses incurred when participating in the Promotion and accessing, claiming and/or using the Eligible Service (unless otherwise stated in the Schedule).
- 12. The Promotion is not transferrable and not redeemable for cash.
- 13. **Personal information:** The Promoter may collect personal information in order to conduct the Promotion and/or for other purposes as notified by the Promoter and may, for this purpose (or these purposes), collect, use and disclose such information to third parties, including but not limited to agents, contractors, service providers, suppliers and as required, to regulatory authorities. Participation in the Promotion is conditional on providing this information. Customers should direct any request to opt out, access, update or correct information to the Promoter. Personal information will be handled in accordance with the Promoter's privacy policy available at www.allneeds.digital
- 14. **Non-Excludable Guarantees:** Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Consumer Act 2010* (Cth) or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**).
- 15. **Consequential Loss:** Despite anything to the contrary, to the maximum extent permitted by law, the Promoter will not be liable under these Terms and Conditions or otherwise for any special, indirect or consequential loss including but not limited to any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use (including both real and anticipatory) and/ or loss or corruption of data, however arising, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
- 16. **Liability:** Except for any liability that cannot by law be excluded by law (including the Non-Excludable Guarantees), to the maximum extent permitted by law, the Promoter (including its respective officers, employees and agents) will not be liable to a Customer for, and the Customer indemnifies, waives and releases the Promoter in respect of all liability (including but not limited to all expenses, costs, damages, claims, losses) arising in any way out of or in connection

## Samruddhi Pty Ltd ACN 614 414 667



with: (a) any act or omission of the Customer; (b) any breach of these Terms and Conditions by the Customer; (c) any personal injury or loss; (d) claiming the Promotion or any delay in being able to purchase the Product; (e) any Promotion claim that is late, lost, altered, damaged, delayed or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; or (f) any tax liability incurred by a Customer.

- 17. Force Majeure: If performance of the Promotion, or any obligation under these Terms and Conditions is prevented, restricted, or interfered with by a Force Majeure Event, and if as a result the Promoter is unable to carry out its obligations or to provide the Customer with the Promotion (or any part of it), the Promoter may in its absolute discretion, subject to any written directions made under any applicable legislation, cancel, terminate, modify or suspend the Promotion and/or, if necessary, provide an alternative promotion to the same value as the original Promotion. The Promoter will give public notice of such an event and that the Promotion has been cancelled, terminated, modified or suspended. Force Majeure means any event or circumstance beyond the Promoter's reasonable control includes, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders of acts of military or civil authority, or by national emergencies, epidemics and pandemics, insurrections, riots, or wars, strikes, lock-outs and work stoppages, terrorism, infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion. The Promoter will use reasonable efforts under the circumstances to avoid or minimise any Force Majeure. An act or omission will be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
- 18. **Linked Sites:** The platform for the Promotion may contain links to other websites (**Linked Sites**). The Promoter does not endorse and is not responsible for the content of any Linked Sites. Any Linked Sites displayed on the platform are for the Customers' convenience only and the Customer agrees to access, use and otherwise deal with Linked Sites at their own risk.
- 19. **General:** Unless the contrary intention appears, a reference in these terms or in any advertisement relating to the Promotion, to Australian dollars, dollars, AUD\$ or \$\$ is a reference to the lawful currency of Australia.
- 20. **Amendments:** These Terms and Conditions may be amended or replaced from time to time if required by any regulatory authority.
- 21. **Jurisdiction:** These Terms and Conditions are governed by the laws of Queensland. By participating in the Promotion, Customers submit to the exclusive jurisdiction of the courts operating in Queensland courts and waive any right to object to proceedings being brought in those courts.
- 22. **Entire Agreement:** These Terms and Conditions represent the entire agreement between the Promoter and any Customer and supersede any prior agreement, understanding or arrangement between the Promoter and any Customer, whether oral or in writing, in relation to the Promotion.
- 23. **Representations**: To the maximum extent permitted by law, the Promoter excludes all, warranties, guarantees or representations (whether express or implied) except as expressly provided in these Terms and Conditions.
- 24. Last updated: 01st May 2024