

Gilhooleys Privacy Policy

Privacy matters to us

Gilhooleys understands the value of protecting our customers' privacy and has put in place a number of measures to do so. The information gathering and distribution procedures for personal information obtained online, over the mail, at our retail locations, and through wholesale account holders of Gilhooleys are described in the section below.

GILHOOLEYS PRIVACY POLICY

The business Gilhooleys, as well as its parent, subsidiaries, and affiliates, are committed to safeguarding the privacy of its clients. The goal of this privacy statement is to comply with the Australian Privacy Principles ("APPs") by describing the types of information we may collect about you, how we may use it, how we may protect it, when we may release it, and the options you have regarding your information.

You agree to the procedures outlined in the most recent iteration of this privacy statement by using the Site. If you have previously visited the site, please examine the privacy statement once more to ensure that you are familiar with its current provisions.

If you have any questions or concerns about the privacy or security of your information, you may contact us.

NON-PERSONAL INFORMATION THAT WE COLLECT

We automatically collect non-personally identifiable information from you when you visit our Site. This information includes your Internet Protocol ("IP") address, which is the number automatically assigned to your computer whenever you access the Internet. We use your IP address to help diagnose problems with our server and to administer our Site.

We also collect non-personally identifiable information through the use of cookies. A cookie is an alphanumeric file that a Web site puts on your hard drive so that it can remember something about

you while you are using the Site or when you return to the Site. Cookies make it easier for you to use our Site. We use a cookie in order to retain the contents in your shopping cart while you are checking out other areas on our Site. When you are done, the products in your cart are still there for you to buy. We also use cookies to gather certain aggregate usage information about the numbers and frequency of visitors to our Site and individual pages of our Site. This data helps us improve the appearance and usability of the Site. These cookies do not collect personally identifiable information nor do we combine information collected through these cookies with other personally identifiable information about you.

Gilhooleys, its advertisers and ad servers may also use cookies and other tracking technologies to determine on an anonymous basis which advertisements and promotions our Site users have seen and how users responded to them.

PERSONAL INFORMATION THAT WE COLLECT

We may collect your personally identifiable information, such as your name, address, email address, phone number and credit card number, in the course of processing your order, or when we otherwise communicate with you. For example, through booking forms on our Site and in our catalog, and through signups for our mailing list located in our retail stores and at our wholesale accounts, we collect personally identifiable information necessary for shipping products that you purchase. We also may collect your financial information (like your credit card number and billing address) and your contact information (like your email address, phone number and shipping address).

If you respond voluntarily to a competition, survey or other interactive communications, we collect the responses and use the information to improve the quality and range of our own and/or our supplier's products and services, or for the purposes of meeting any Notebook or Loyalty membership terms and/or competition terms you have first agreed to.

INFORMATION FROM OTHER SOURCES

Information that you give us may be combined with other personally identifiable information (such as order history and demographic information) from third-party sources to make our marketing efforts more efficient. Examples of other information we receive from third-party sources include updated delivery and address information, which we use to correct our records and deliver your next purchase or catalog more easily.

USES OF YOUR INFORMATION

Information that you give us may be used for:

Financial information that is collected is used to bill you for products that you request. Contact information from the order form is used to send orders and information about our company to you.

If you register for email or if you provide your email address to us, we will send you emails. These emails will inform you of our launch of new products, of special sales, of promotional offers from our partners, of environmental issues we think are important, and of potential employment opportunities with Gilhooleys that you may find of interest, and of other events taking place in our stores near you.

We use your shipping address to ship your products to you and to send catalogs and other mailings to you. We use your billing address, if different than your shipping address, to verify your billing information. We never share our customer names or addresses, e-mail addresses or other personally identifiable information, other than to the extent described in the “Disclosures of Your Information” section below. You may opt-out of receiving future mailings or emails from us, see the “How to remove your name from our mailing, sharing or email list” section below.

DISCLOSURES OF YOUR INFORMATION

We do not disclose your personal information to other companies, persons or agencies, except for the purposes described below:

Service Providers: We employ other companies and individuals to perform certain services and functions on our behalf. Examples include operating and maintaining our Site, taking orders, delivering packages, sending postal mail and email, removing repetitive information from customer lists, analyzing data, providing marketing consultation and assistance, distributing customer surveys, processing credit card payments, and providing customer service. These companies have access to personal information needed to perform their services or functions, but may not use it for other purposes.

Affiliates and Partners: Sometimes we may send offers to selected groups of Gilhooleys customers.

For Your Protection and Ours: We may release personally identifiable information when we believe it is appropriate to comply with applicable law regulation, legal process, or governmental request; enforce or apply our Terms of Use and other agreements; or protect the rights, property, or safety of Gilhooleys, our customers, our employees or others.

Business Transfers: As we continue to develop our business, we might sell or buy subsidiaries or business units. In such transactions, customer information generally is one of the transferred business assets but remains subject to the promises made in any pre-existing privacy policy (unless, of course, the customer consents otherwise). Also, in the unlikely event that Gilhooleys or substantially all of its assets are acquired, customer information will of course be one of the transferred assets.

Sharing: We may share your name and postal address with other reputable companies so they may send you catalogs about products of potential interest. We do not share credit card information or email address with these third parties. If you prefer that we not share your name and postal address with other companies, please see “How to remove your name from our mailing, sharing or email list” section below.

International and Third Party Disclosure of your Information: Some of our related entities and/or third party service providers are located in countries outside of Australia (including but not limited to United States of America, England, New Zealand, India, China and Philippines). Our contracts with these parties generally include an obligation for them to comply with Australian privacy law and this policy. We will take all reasonable steps necessary to ensure transferred information is kept secure as required by applicable data privacy laws. However, you acknowledge that, by agreeing to the disclosure of your Information to these entities outside of Australia, we will no longer be required to take reasonable steps to ensure the overseas recipient’s compliance with the Australian privacy law in relation to your Information and we will not be liable to you for any breach of the Australian privacy law by these overseas recipients and, on this basis, you consent to such transfer, processing, storage and/or disclosure.

With Your Consent: Other than as set out above, you will receive notice when information about you might go to third parties, and you will have the opportunity to choose not to share the information.

TO ACCESS, CORRECT, UPDATE AND/OR DELETE PERSONAL INFORMATION THAT HAS BEEN COLLECTED

You may request access to your personal information we have by contacting our Privacy Officer. We will provide you with access once you have proved your identity. If your request is unusual or onerous, you may be required to pay us a fee before we provide you access to your personal information. If your personal information is incorrect or you wish us to delete it, contact our Privacy Officer to update or delete it.

SENSITIVE INFORMATION

With the exception of when you apply for a job or franchise with us, we will not collect, use or disclose sensitive information (such as health information or information about racial or ethnic origins or political or religious beliefs).

When you apply for a job with us through any electronic or internet application, we generally collect the following details from you: full name, date of birth, whether you are legally allowed to work in Australia, whether you are an Australia citizen, home address, contact telephone numbers, email address, employment records, your gender, contact details of next of kin and any factors that may impact your ability to undertake the relevant role. We may also require and collect a copy of your passport, drivers license and/or an equivalent identification card to confirm your identity and/or suitability for any role that may require parties to drive and/or travel overseas.

STORAGE AND PROTECTION OF INFORMATION

Your personal information may be stored by us in various forms including both electronic and hardcopy. You should be aware that there are inherent risks associated with the transmission of personal information via the internet, however, we will take reasonable steps to maintain the integrity and security of any personal information we have stored, including taking reasonable steps to prevent interference and loss, misuse, unauthorised access, modification or disclosure of such personal information.

HOW TO UPDATE/REMOVE YOUR NAME FROM OUR MAILING, SHARING, OR EMAIL LIST

Our Site provides you the choice to receive communications from us at the point where we request information about you.

The following are the options for updating or removing your information from our database to correct your information, not receive future communications, or to no longer receive our service, or to not share your name and address with other companies.

You may send an email to albertst@gilhooleys.com

You may send mail to the following address: PO Box 7067, East Brisbane, QLD, 4169

You may call the following telephone number: 07 3891 9888

PROTECTION OF PERSONAL INFORMATION

We want you to feel confident about using Gilhooleys or making purchases from Gilhooleys, and we are committed to protecting the personal information we collect. While we cannot guarantee security, we have implemented appropriate physical, electronic and managerial security procedures to help protect the personal information that you provide to us.

CHILDREN'S PRIVACY

If you are under 18, you may use our website only with the involvement of a parent or guardian. Should a child whom we know to be under 13 send personal information to us, we will use that information only to respond directly to that child to inform him or her that we must have parental consent before receiving his or her personal information.

EXTERNAL LINKS

If any part of the Gilhooleys website links you to other websites, those websites do not operate under this privacy policy. We recommend that you examine the privacy statements posted on those other websites to understand their procedures for collecting, using, and disclosing personal information.

CHANGES TO THIS PRIVACY POLICY

Gilhooleys may update this privacy policy in the future. We will notify you about material changes to this privacy policy by sending a notice to the e-mail address you provided to us or by placing a prominent notice on our Web site.

HOW TO CONTACT US

If you have any queries or wish to make a complaint about a breach of this policy or the privacy principles of the Privacy Act 1988 (Cth) , you may contact us in any of the following ways:

You may send an email to albertst@gilhooleys.com

You may send mail to the following address: PO Box 7067, East Brisbane, QLD, 4169

You may call the following telephone number: 07 3891 9888

The Gilhooleys Privacy Offer will endeavour to respond within 30 days to your query or complaint and determine the steps that we will undertake to resolve your complaint. We will contact you if we require any additional information from you and will notify you in writing of the relevant determination.

TERMS OF USE AGREEMENT

This Web Site, Gilhooleys, ("Site") is managed by Gilhooleys and its parent, subsidiaries and

affiliates.

By using this Site, you agree to be legally bound by all the terms and conditions contained in this Terms of Use Agreement ("Agreement"). Please read these terms carefully. By using this Site you also represent that you are at least 18 years old, or you are at least the minimum legal age to enter into a contract in the jurisdiction in which you are viewing the Site. In addition, when you use any current or future version of this Site or any other Gilhooleys Web Site, you also will be subject to the terms and conditions of this Agreement. Please print a copy of this Agreement for your records. We may, from time to time, modify the terms of this Agreement. When we make changes, we will post those changes here. Your use of the Site following any such modification constitutes your agreement to the terms of the modified Agreement.

PRIVACY

Please review our privacy policy, which also governs your visit to the Site, to understand our privacy practices. The terms and conditions of our privacy policy are incorporated herein and made a part of this Agreement.

TRADEMARKS

Gilhooleys® is a registered trademark of Gilhooleys. All rights reserved.

This Site may refer to third-party trademarks.

All rights in the product names, company names, trade names, graphics, logos, page headers, button icons, scripts, product packaging, trade dress and designs of all Gilhooleys or third-party products or services, whether or not appearing in large print or with the trademark symbol, belong exclusively to Gilhooleys or their respective owners and are protected from reproduction, imitation, dilution, or confusing or misleading uses under national and international trademark and copyright laws. The use or misuse of these trademarks or any materials, except as permitted herein, is expressly prohibited, and nothing stated or implied on this Site confers on you any license or right under any patent or trademark of Gilhooleys or any third party.

COPYRIGHT

All copyright rights in the text, images, photographs, graphics, user interface, and other content provided on the Site, and the selection, coordination, and arrangement of such content, are owned by Gilhooleys or its third-party licensors to the full extent provided under relevant Australian Copyright legislation and all international copyright laws. Under applicable copyright laws, you are prohibited from copying, reproducing, modifying, distributing, displaying, performing, or transmitting any of the contents of the Site for any purposes. Nothing stated or implied on the Site confers on you any license or right under any copyright of Gilhooleys or any third party.

The Site and the information contained in reference herein are for your personal, non-commercial use only. Except as otherwise specifically permitted herein, you shall not broadcast, duplicate, copy, reproduce, edit, manipulate, modify, publish, rent, sell, publicly display, perform, distribute, transmit, or circulate to anyone the contents of this Site, or use the contents of this Site in litigation, or for any commercial or promotional purposes, without the express written consent of Gilhooleys or its lawful successors and assigns.

NOTICE OF COPYRIGHT INFRINGEMENT

Gilhooleys respects the intellectual property of others. If you believe that your work has been copied and is accessible on this Site in a way that constitutes copyright infringement, please provide Gilhooleys with the following information:

Identification of the copyrighted work claimed to have been infringed;

Identification of the allegedly infringing material on the Site that is requested to be removed;

Your name, address, and daytime telephone number, and an email address if available, so that Gilhooleys may contact you if necessary;

A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law;

A statement that the information in the notification is accurate and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and,

An electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

LICENSE AND SITE ACCESS

Gilhooleys grants you a limited license to access and make personal use of this Site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Gilhooleys. This license does not include any resale or commercial use of this Site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this Site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, spiders or similar data gathering and extraction tools.

Neither this Site nor any portion of this Site may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Gilhooleys. You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Gilhooleys and our affiliates without express written consent. You may not use meta tags or any other hidden text using Gilhooleys' name or trademarks without the express written consent of Gilhooleys. Any unauthorized use terminates the permission or license granted by Gilhooleys.

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of Gilhooleys so long as the link does not portray Gilhooleys or its products or services in a false, misleading, derogatory, or otherwise offensive manner. You may not use any Gilhooleys logo or other proprietary graphic or trademark as part of the link without express written permission. You may not make any other part of this Site, other than the home page of the Site, available as part of another service by "deep linking," or otherwise, without prior written permission from Gilhooleys.

THIRD-PARTY & CO-BRANDED WEBSITES

This Site may contain hyperlinks (“links”) to Web Sites operated by persons or entities other than Gilhooleys (“third-party Web Sites”) or to co-branded Web Sites operated by a third party, including affiliates (“co-branded Web Sites”). We provide such links for your reference and convenience only. A link from Gilhooleys to a third-party Web Site does not imply or mean that we endorse the content on that third-party or co-branded Web Site or the operator or operations of that Web Site. You are solely responsible for determining the extent to which you use any content at any third party or co-branded Web Sites to which you might link from our Site. Gilhooleys is not responsible or liable for any loss or damages incurred as a result of any dealings with any third-party web site or co-branded web site, any merchant or operator of a third-party web site or co-branded web site, or any other person with whom you engage in any transaction.

YOUR RESPONSIBILITIES

You agree to comply with all applicable law in connection with your use of the Site, and such further limitations as may be set forth in any written or on-screen notice from Gilhooleys. As a condition of your use of the Site, you warrant that you will not use the Site for any purpose that is unlawful or prohibited by this Agreement. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with this Site or any co-branded Web Site will be accurate, complete, and current. You will pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with Gilhooleys or any co-branded Web Site at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

By using this Site, you agree not to violate or attempt to violate the security of the Site, including, without limitation, actions such as:

Accessing data not intended for you or logging into a server or account that you are not authorized to access;

Attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;

Attempting to interfere with service to any user, host, or network, including, without limitation, by

way of submitting a virus to or overloading, “flooding,” “spamming,” “mailbombing,” or “crashing” the Site;

Sending unsolicited email, including promotions and/or advertising of products or services; and,

Forging any TCP/IP packet header or any part of the header information in any email or posting.

PRODUCT INFORMATION

Gilhooleys attempts to be as accurate as possible in describing its products. We do not warrant that product descriptions or other content of this Site are accurate, complete, reliable, current, or error-free. Most Gilhooleys products displayed on the Site are available at Gilhooleys Irish Pub & Restaurant in Brisbane, Australia. In some cases, food or beverage displayed for sale at the Site may not be available in Gilhooleys Irish Pub & Restaurant. Unless otherwise stated, the prices displayed at the Site are quoted in Australian Dollars.

APPLICABLE LAW & DISPUTES

This Agreement, your rights and obligations, our rights and obligations, and all actions contemplated by this Agreement will be governed by the laws of Australia and Queensland, without regard to principles of conflicts of law and as if this Agreement were a contract wholly entered into and wholly performed within the State of Queensland. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

Any dispute relating in any way to your visit to Gilhooleys or to products you purchase through Gilhooleys Irish Pub & Restaurant may be submitted to confidential arbitration in Brisbane, Queensland, Australia, except that, to the extent you have in any manner violated or threatened to violate Gilhooleys’ intellectual property rights, Gilhooleys may seek injunctive or other appropriate relief, and you consent to exclusive jurisdiction and venue in such courts. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

IDEMNIFICATION

You agree to defend, indemnify, and hold harmless Gilhooleys and its affiliates, successors and assigns, and its and their directors, officers, employees, agents, co-branders or other partners from and against any and all allegations, claims, demands, actions, causes of action, proceedings (whether threatened or pending), orders, damages, losses, liabilities, costs and expenses, including reasonable attorney's fees and other legal expenses, and judgments of any kind of nature, incurred by Gilhooleys arising out of or relating to your use of the Site, your violation of this Agreement, or your violation of any rights of another.

MISCELLANEOUS LEGAL PROVISIONS

We may discontinue the Site at any time and for any reason, without notice. We may change the contents, operation, or any and all other features of the Site at any time for any reason, without notice. We may discontinue or restrict your use of the Site at any time for any reason, without notice.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Gilhooleys as a result of this Agreement or your use of this Site. Nothing contained in this Agreement is in derogation of Gilhooleys right to comply with governmental, court, and law enforcement requests or requirements relating to your use of this Site or information provided to or gathered by Gilhooleys with respect to such use. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The failure of Gilhooleys to enforce any provisions of this Agreement or respond to a breach by you or other parties shall not in any way waive its right to enforce subsequently any terms or conditions of this Agreement or to act with respect to similar breaches.

If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

This Agreement is the entire and final Agreement regarding our Site and its content, and supersedes any prior or contemporaneous communications between Gilhooleys and you regarding our Site and its contents.

All rights not expressly granted herein are hereby reserved.

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