

TERMS OF USE

These Terms of Use apply to all online visitors to the websites operated by or on behalf of Levi Strauss Australia Pty Ltd (hereinafter, “we”, “us”, “our” or “ours”), including www.levis.com.au (the "Primary Website") and other Australian websites which we may make available to consumers from time to time (“Other Websites”, collectively with the Primary Websites, "Websites").

Our Websites have different purposes and functionalities. We describe these differences on this page, so please read it carefully. If you have any questions regarding the Terms of Use, please contact us [here](#).

We also have a Privacy Policy that applies to our Websites, and may have other terms, legal notices and conditions applicable to various activities on our Websites, including our [FAQs](#) and terms and conditions that may apply to the purchase of goods or services and to related activities (e.g. loyalty programs, contests or promotions), all of the foregoing of which are incorporated herein by reference, and shall, together with the Terms of Use be a contractual agreement (“Terms”) between us and you.

By using, browsing, or otherwise accessing our Websites, you accept these Terms, in full.

Except as otherwise provided, the Terms are subject to change at any time with 7 days prior notice (for changes that are disadvantageous to the user, a 30 days' notice) and your continued use of our Websites after any changes have been implemented constitutes acceptance by you of such changes.

2. Privacy Policy & Data Security

To view our Privacy Policy, [click here](#). Additionally, by using any of our Websites, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to a Website may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted. Nonetheless, we maintain security measures in accordance with applicable data protection regulations and industry practices to protect the personal data you provide to us against accidental, unlawful or unauthorized use or disclosure.

3. Ownership of Websites, Content and Trademarks

Unless otherwise agreed in writing, all materials on our Websites, including text, graphics, information, content, images, illustrations, designs, icons, photographs, video clips, sounds, music, artwork, computer code, software and other materials, and the copyrights, trademarks, trade names, service marks, logos, trade dress and/or other intellectual property rights in such materials (collectively, the “Content”), are owned, controlled and/or licensed by us, our associated entities or our licensors.

The Websites and Content are intended solely for personal, non-commercial use. You may download or copy the Content and other downloadable materials displayed on the Websites for your personal use only. No right, title or interest in any downloaded or copied Content is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, perform, alter, modify, create

derivative works from, sell or exploit or otherwise use any of the Content or the Websites in connection with any public, business or commercial purpose.

Certain trademarks, trade names, service marks and logos used or displayed on our Websites are registered and unregistered trademarks, trade names and service marks of us and our associated entities. Other trademarks, trade names and service marks used or displayed on our Websites are the registered and unregistered trademarks, trade names and service marks of third parties. Nothing contained on any Website grants or should be construed as granting, by implication, estoppel, or otherwise, any license or right to you to use any such trademarks, trade names, service marks or logos displayed on such Website. Any use of such materials without our express written permission is strictly prohibited.

4. Your Use of Our Websites

a) All of Our Websites

You may use our Websites only as permitted by the Terms and only in a manner consistent with all applicable laws, rules and regulations, and generally accepted practices or guidelines in relevant jurisdictions, including any laws governing the export of data to or from your country of residence.

You must not use any “deep-link”, “robot”, or other automatic or manual device, software, program, code, algorithm or methodology, to access, copy or monitor any portion of any Website or Content, or in any way reproduce or circumvent the navigational structure or presentation of any Website or Content, or obtain or attempt to obtain any materials or information through any means not purposely made available by us through the Website. We reserve the right to take measures to prevent any such activity. You must not resell use of, or access to, the Website to any third party.

You must not gain or attempt to gain unauthorized access to any portion or feature of any Website, or any other system or network connected to the Website or to any of our business partners’ servers, systems or networks, by hacking, “password-mining” or using any other illegitimate method of accessing data.

You must not probe, scan or test the vulnerability of any Website or any network connected to the Website, nor breach the security or authentication measures on any Website or any network connected to any Website. You must not reverse look-up, trace or seek to trace any information on any other visitor to any Website, or any other customer of ours, including any shopping account or members’ program account that is not held by you, in any way where the purpose is to discover materials or information, including but not limited to personally identifiable information (“PII”) or other information that reasonably could be used to connect non-PII to PII.

You must not take any action that would cause an unreasonably or disproportionately large load on the infrastructure of the Website or our systems or networks, or any systems or networks connected to the Website or to us in an attempt to overwhelm our systems to create a “Denial of Service” or similar attack.

You must not use or exploit the data that is available on any Website for commercial purposes, including any web scraping activities to obtain information (such as price information).

You must not use any device, technology or method to interfere or attempt to interfere with the proper functioning or features of any Website or any transaction occurring on a Website, or with any other person's use of any Website.

You must not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through any Website or any service offered on or through any Website. You must not impersonate or pretend that you are any other person or falsely claim you represent another person.

You must not do any of the following when using our Websites:

- create accounts using fake, fraudulent or otherwise false means;
- transfer or otherwise assign login details of your account without our express prior written consent;
- infringe a third party's intellectual property rights; and
- fail or refuse to make payment for a product ordered on our Websites.

b) Our E-Commerce Websites

Subject to Section 4(a) above, you may use our Websites (including all subsidiary websites) for the purposes of viewing or shopping for our products, and to use any other features and services purposely provided by us on those Websites.

c) Our User-Generated Content Websites

Subject to Section 4(a) above, you may use our user-generated content Websites (including all subsidiary websites) for the purposes of viewing or participating in online forums, uploading and downloading user-generated content, and sharing such content with other users, and to use any other features and services purposely provided by us on that Website.

d) Loyalty Programs

Members of one or more of our loyalty programs must create an account with us in order to enjoy the benefits of their membership. Additional terms and conditions apply to our loyalty programs.

e) Competitions

From time to time, we may offer special promotions or competitions. Where we do offer such promotions or competitions, we will make a copy of the applicable terms available on the relevant Other Website.

5. User-Generated Content

While we appreciate your suggestions and comments on how to improve our Websites, products and services, it is our policy to not accept any *creative* ideas, suggestions, proposals, plans or materials other than those specifically requested by us (e.g. through a contest or promotional event). Our intent is to avoid any misunderstanding in the event that a creative endeavour we commence bears some resemblance to a creative suggestion made by a customer or visitor to our Websites. Thus, apart from personal information collected on or from our Websites, which is

subject to our Privacy Policy (see Section 2 above), any material, information, suggestions, ideas, concepts, know-how, techniques, questions, comments or other communication you transmit or post to any Website (a “**User-Generated Content**”) is and will be considered non-confidential and non-proprietary.

We may use any User-Generated Content, to the extent necessary to provide services to you, in our sole discretion, including for the purposes of reproduction, transmission, disclosure, publication, broadcast, development, manufacturing and we may use any User-Generated Content to develop and/or improve our services/products to consumers and send you targeted marketing messages. We shall be under no obligation (1) to maintain any User-Generated Content in confidence; (2) to pay compensation for any User-Generated Content; or (3) to monitor, use, return, review or respond to any User-Generated Content. We will have no liability related to the content of any User-Generated Content, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. We retain the right to remove any User-Generated Content that includes any material we deem inappropriate or unacceptable at our sole discretion (for example, see Sections 5 and 6 below).

You represent and warrant that any Content you submit in User-Generated Content is original to you, that you own all applicable legal rights in the Content, and that the Content does not and will not infringe upon the rights of any other person, entity or third party.

You represent and warrant that any individuals depicted in audio or visual files submitted as part of a User-Generated Content, including yourself, are of the age of majority in their respective states of residence. If any of the individuals depicted in any User-Generated Content are minors in their respective states of residence, you represent and warrant that you are the parent or legal custodian of each such individual and you grant the use of the media containing his/her depiction in accordance with the Terms.

6. User-Generated Content Rules

You must comply with the rules governing User-Generated Content (“**User-Generated Content Rules**”) set forth in this section 6. If you become aware of any violation of the User-Generated Content Rules or other unacceptable behavior by any user, you should report such activity to us by [contacting us](#).

If you post information on any of our Websites, you are solely responsible for each User-Generated Content that you post on any Websites or transmit to other users and agree that you will not hold us responsible or liable for any User-Generated Content from another user that you access on any Websites.

Categories of prohibited User-Generated Content are set forth below and reflect examples but are not intended to be exhaustive of what constitutes prohibited User-Generated Content. Without limitation, you must not post or transmit to other users anything that you know or reasonably believe:

- is defamatory, abusive, obscene, pornographic, profane, offensive or unethical; or
- infringes or violates another party’s intellectual property rights (such as music, videos, photos or other materials for which you do not have written authority from the owner of such materials to post on, or transmit to others through, a Website), including any party’s right of publicity or right of privacy; or

- violates or encourages the violation of any law, statute, ordinance or regulation (including, but not limited to, criminal laws, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising) or could give rise to civil liability; or
- is threatening, harassing, unethical or that promotes racism, bigotry or hatred of any kind against any group or individual; or
- promotes or encourages violence against a person or damage or destruction of property; or
- is inaccurate, fraudulent, false or misleading in any way; or
- is illegal or promotes any illegal activities; or
- promotes illegal or unauthorized copying of another person's copyrighted work or links to them or providing information to circumvent security measures; or
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or limit access to our Websites; or
- contains any advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

When using our Websites, you may be exposed to User-Generated Content from a variety of sources. We are not responsible for the content, accuracy, usefulness, safety, or intellectual property rights of or relating to such User-Generated Content.

7. Copyright and Trademark Rules

We are committed to complying with copyright and related laws, and we require all users of our Websites to comply with these laws. Accordingly, you must not post or store any material or content on, or disseminate any material or content over, any Websites in any manner that constitutes an infringement of third party intellectual property rights, including but not limited to, rights granted by copyright law. You must not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is our policy to terminate use privileges of any user who infringes the copyright rights of others upon receipt of proper notification to us by the copyright owner or the copyright owner's legal agent.

8. Infringement Notification

If you believe that your work has been copied and posted on any of our Websites in a way that constitutes copyright infringement, please provide our designated agent (details below) with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- identification of the material that is claimed to be infringing and a description of where the material that you claim is infringing is located on a Website;
- your address, telephone number, and, if possible, email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and

- a statutory declaration or other statement made by declaration or under oath by you that the information contained in your report is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

The foregoing information should be sent to:

Attn: Legal Department
11 North Buona Vista Drive
#14-08 Metropolis Tower 2, Singapore 138589

Email: MBXAMALegal@levi.com

8. Accounts, Passwords and Security

Certain features or services offered on or through our Websites may require you to open an account (including setting up an Account ID and password) and to share personally identifiable information (PII). Apart from the representations made in our Privacy Policy (see Section 2, above) regarding our protection of your information, you are solely and entirely responsible for maintaining the confidentiality of your account information, including your Account ID and password, and for any and all activity that occurs on or under your account. If any of the information provided to us as part of the account opening or registration process changes, you must promptly change your account details online.

You must notify us immediately of any actual or potential unauthorized use of your account or password, or any other actual or potential breach of security. However, you are solely liable for the actions of, and any losses incurred by us or any third party due to, someone else using your Account ID, password or account.

You must not use anyone else's Account ID, password or account at any time without the express permission and consent of the holder of that Account ID, password or account. We cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

9. Online Products and Sales

a) Your Account

You do not need to have an account to place an order on our Primary Website. However, if you have an account on our Primary Website, you may enjoy a better shopping experience through the benefits an account offers, such as being able to view your purchase history and save your contact and shipping information.

b) Ordering of Products

You may purchase products by selecting and submitting an order on our Primary Website in accordance with these Terms.

Any order that we receive from you in relation to a product on our Primary Website is treated as an offer by you (either to us, or the third party provider, as the case may be). It is an offer made

by you to purchase the product for the price listed (inclusive of any fees and charges). The offer is made at the time that the order is made, and on these Terms.

In order to process any orders, we may require additional information from you. Where we do request such information, you must provide accurate, complete and up to date information so that we can confirm the details of the order.

We reserve the right, without prior notice, to limit the order quantity on any product or service and/or to refuse service to any customer.

c) Acceptance of an Order

Acceptance of the order occurs where:

- we confirm that the product(s) you have ordered are available for delivery;
- the payment made by you for the product(s) is approved by us and we have debited the amount of the order from your debit or credit card or other payment method (i.e. when the payment is cleared); and
- we send an email to you with your invoice and tracking information.

If, for whatever reason, we decide to reject the order placed by you, we will endeavour to inform you of this within a reasonable period after the order is submitted.

d) Pricing and Availability

We try to ensure that the information provided on our Websites is accurate, up to date and error-free. In relation to our Primary Website, this includes pricing information in relation to our products.

However, where the price listed does contain any errors or inaccuracies, we will endeavour to inform you of this as soon as practicable, but before we accept your order. If we are able to make contact with you, we will provide you with the option of reconfirming the order at the correct price, or cancelling the order. If we are unable to make contact with you within a reasonable period of time following receipt of the order, we will treat the order as being cancelled.

Where an error or inaccuracy results in the receipt of an order for a product that is out of stock or not available, we reserve the right to refuse to fill any such orders and contact you as soon as practicable with the option of selecting an alternative product through the Primary Website.

Prices, promotions and products offered on our Primary Website may be site specific.

e) Delivery of Products

When you place an order on our Primary Website, we (through our third party delivery provider) will deliver your order to the address designated by you as long as that address is within Australia and compliant with the restrictions set out on the Primary Website. We may require verification of information prior to the acceptance and/or delivery of any order.

We may not charge for the first delivery attempt, but minimum purchase amounts may apply in some circumstances (including without limitation where your delivery address is remote or

difficult to access). You may be required to pay for the delivery charges after the first unsuccessful delivery attempt, if any.

Delivery times are indicative only and are based on estimates indicated by our delivery providers and the typical delivery times experienced by us. At certain times, delivery times may be longer than what is advised (such as in busy periods, including sale and holiday seasons).

We will only make delivery of a product where we are able to deliver it to a person who can sign for it at the delivery address, or where we have received your express authorisation to leave a product at the delivery address. Where you have provided such an authorisation, you accept the risk of theft, damage or loss of the product from the time and location at which it is delivered.

Where we cannot deliver the product to a person who can sign for it, and do not have an express authorisation to leave the product at the delivery location, we will leave the product at the post office from where you must collect it within 7 days, after which the product will be returned to us. You may contact our customer care to arrange another time for delivery. If you do not contact our customer care within 7 days, we will cancel your order and refund your money.

See our shipping FAQs for information about shipping.

f) Amending and Cancellation of Orders

You can cancel or amend your order before it has been processed and accepted by us. Once an order has been processed, it cannot be amended or cancelled by you. This includes amending details such as the delivery address, removal of items or colour/size changes. We therefore ask that, at the time when the order is made, you ensure that the details provided are accurate, complete and up to date.

We may, however, cancel an order for any of the reasons outlined in these Terms, where the order has been placed in contravention of these Terms, the product has been recalled, or where required by law.

g) Returns

Unless otherwise specifically provided in writing, we will only refund or accept changes in accordance with these Terms and our FAQs. We will accept returns within 60 days from the order confirmation date, provided they are still in their original condition (unused and with the original tags still attached). Please see our returns FAQs for information about returns. We do not exchange goods, other than where required by law. We do not accept returns for final sales, promotional items or opened-packaged items.

We will also provide replacements or refunds as required by the Australian Consumer Law (see section 12 below). We will accept returns and provide you with a refund or replacement where:

- the products are faulty or not of acceptable quality;
- the products do not match the sample of our description; and
- the products are not fit for their intended purpose.

All refunds will be provided in AU\$ using your original payment method.

Return shipping fees are non-refundable. However, if the product is faulty or not of acceptable quality, does not match the sample of our description or is not fit for its intended purpose, we will reimburse the return shipping fees.

h) Fees and Charges

All prices listed are in Australian dollars (AU\$).

The prices listed on our Primary Website are, where applicable, inclusive of GST. If any additional charges apply (such as delivery fees), these will be clearly disclosed at the beginning of the online purchasing process.

i) Payment Methods

We accept payment (through our third party merchants) through any of the payment methods specified in our payment FAQs.

We will provide you with an invoice following the making of any payment.

j) Product Descriptions

Although we endeavour to ensure that the information provided on our Websites is as accurate as possible, we do not warrant that the product descriptions or other Content of our Websites is accurate, complete, reliable, current, or error-free. For this reason, we reserve the right to correct any typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing and availability from time to time without prior notice. If a product offered on our Primary Website is not as described, your sole remedy is to return it to us in accordance with our return policy.

k) Colours and Representations

We have made every effort to display as accurately as possible the colours of our products that appear at our Websites. We cannot guarantee that your electronic devices' display of any colour will be accurate, complete, reliable or error-free.

l) Risk of Loss

The risk of loss or damage for all products purchased passes to you upon delivery of the products to your designated delivery address. In the event that you return your purchased product, you are responsible for the risk of such product until we receive it at our warehouse. This means that you are responsible for filing any claims with the carrier for the damaged and/or lost shipments in case of returns.

m) FAQs

Our [FAQs](#) also includes provisions that relate to how we supply our products to you. To the extent that there is any inconsistency between the FAQs and these Terms of Use, the provisions in these Terms of Use will apply.

10. Links to Our Websites; Third Party Links on Our Websites

Creating or maintaining any link from another website to any page on any of our Websites without our prior written permission is prohibited. Running or displaying any of our Websites or any information or material displayed on any Website in frames or through similar means on another website without our prior written permission is prohibited. Any permitted links to any of our Websites must comply with all applicable laws, statutes, rules and regulations.

From time to time, a Website may contain links to other websites that are not owned, operated or controlled by us. All such links are provided solely as a convenience to you. If you use these links, you will leave our Websites and we cannot be responsible for any content, materials, information or events that are present on or that occur on websites that are not owned, operated or controlled by us.

11. Change in Websites and Content

We reserve the right, in our sole discretion, to: modify, suspend or discontinue any of our Websites or any service, Content, feature or product offered through any Website, with or without notice; charge fees in connection with the use of any Website; modify and/or waive any fees charged in connection with any Website; and/or offer opportunities to some or all users of any Website. You agree that we shall not be liable to you or to any third party should any of the foregoing occur with respect to any of our Websites.

12. Disclaimers; Limitations on Liability; Indemnity

We acknowledge that the products sold on our Primary Website come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. We may replace or repair goods, or provide a refund, at our discretion if the goods fail to be of acceptable quality and the failure does not amount to a major failure. If any products supplied by us fail to meet a consumer guarantee under the Australian Consumer Law, you may also be entitled to remedies that cannot be excluded by operation of the Australian Consumer Law.

Without excluding, restricting or modifying the operation of, and subject always to, the Australian Consumer Law:

- a) Your use of this site is at your risk. The Content and services provided on our Websites are provided “as is” without any warranties of any kind including warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property. The foregoing exclusions of implied warranties do not apply to the extent prohibited by law, including those which apply by operation of the Australian Consumer Law;
- b) We will not be liable to you for any indirect loss arising from or connected to these Terms in contract, tort, under any statute or otherwise unless such loss arises as a result of our gross negligence or wilful misconduct;
- c) We do not assume any responsibility for any damages to, or any viruses that may infect, your computer, telecommunication equipment, or other property caused by or arising from your access to, use of, or browsing any of our Websites, or your downloading of any information or materials from any of our Websites;
- d) In no event will we or any of our respective officers, directors, employees, shareholders, associated entities, agents, successors or assigns, nor any party involved in the creation,

production or transmission of this web site, be liable to you or anyone else for any indirect, special, punitive, incidental or consequential damages (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of our Websites, any websites linked to our Websites, or the materials, information or services contained on any or all such websites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.

If any part of these warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then our aggregate liability for all claims under such circumstances for liabilities, shall not exceed the total cost of replacing the relevant goods, as required under the Australian Consumer Law.

To the extent that you cause or contribute to any loss or damage suffered, our liability to you for any such loss or damage is reduced to that extent. You agree to defend, indemnify and hold us and our associated entities harmless, and our officers, directors, employees, business partners and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from: (i) any breach by you of any of these Terms, (ii) your User-Generated Content, (iii) your use of materials or features available on the Website (except to the extent a claim is based upon infringement of a third party right by materials created by us), or (iv) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

13. Governing Law; Severability; Waiver; Dispute Resolution; Force Majeure; Assignment

It is your responsibility to ascertain and obey all applicable local, state, federal and international laws, statutes, rules and regulations (including minimum age requirements) related to the use of our Websites.

These Terms are governed by the laws of Victoria, Australia, and both you and we hereby submit to the exclusive jurisdiction of the courts of Victoria, Australia.

If any part of the Terms shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of the Terms.

Any failure by us to partially or fully exercise any rights or the waiver of any breach of the Terms by you, shall not prevent a subsequent exercise of such right by us or be deemed a waiver by us of any subsequent breach by you of the same or any other term of the Terms. Our rights and remedies under the Terms shall be cumulative, and the exercise of any such right or remedy shall not limit our right to exercise any other right or remedy.

Any claim arising out of, or relating to, the Terms must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and legal fees.

In the event of any controversy or dispute between us and you arising out of or in connection with your use of a Website, the parties shall attempt, promptly and in good faith, to resolve any

such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed 30 days), then either party may submit such controversy or dispute to the Australian Disputes Centre for mediation in accordance with the Australian Dispute Centre's Mediation rules. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law in the courts of that state where our office is located.

A party does not breach these Terms and is not liable to the other party for a delay or failure to perform an obligation resulting from events or circumstances beyond a party's reasonable control, including acts of God, war, flood, fire, storm, explosion, civil disobedience, tempest, theft, vandalism, riots, terrorist actions, wars, interruption to telecommunications systems, network failure or the act or omission of any third party (other than contractors or subcontractors) over which the party has no control, but does not include an obligation to pay monies.

You may not assign or delegate or otherwise deal with all or any of your rights or obligations under these Terms. We have the right to assign or otherwise delegate all or any of our rights or obligations under these Terms to any person.

14. Contact Us

If you have any questions or concerns about the Terms, please contact us by any of the methods:

By telephone: 1800 758 031

By email: customercare@levis.com.au

Monday – Friday, 9am – 5pm (AEST)

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