

## Australia Post Online Shop Terms and Conditions

Last updated October 2023

By making an order on the Australia Post Online Shop (**Online Shop**), you agree to be bound by these Terms and Conditions. The carriage of items delivered to you by Australia Post will be governed by the Australia Post General Terms and Conditions. These terms can be found [here](#). In particular: **section 1** (“commitments to each other”); **section 3** (“cover for loss or damage”); and **section 4** (“delivery & collection of mail and other postal services and requirements”) apply to you. We encourage you to read these sections carefully.

### 1. General

#### Accuracy / Corrections

- 1.1. Care has been taken to ensure that the products and descriptions of them on the Online Shop are accurate and up to date.
- 1.2. In the event an inadvertent error on the Online Shop is identified, we will place a correction notice on the Online Shop content area.

#### Stock Availability

- 1.3. Australia Post will endeavour to supply all items publicised in the Online Shop, including the complete range of products publicised through the Australian Stamp Bulletin.
- 1.4. Products will be removed from the Online Shop as soon as Australia Post becomes aware that those items are no longer available.
- 1.5. There may be occasions when:
  - (a) all or part of your order cannot be fulfilled immediately; or
  - (b) all or part of your order cannot be fulfilled at all.
- 1.6. Where part of an order cannot be fulfilled immediately, the part that can be fulfilled will be dispatched as soon as possible.
- 1.7. Where part of your order cannot be fulfilled at all, you will be advised as soon as possible by email or telephone and the purchase price of the part of your order that cannot be fulfilled will be refunded.
- 1.8. Products with a limited sales period displayed in the Online Shop will have the withdrawal date clearly shown.
- 1.9. Where a product becomes unavailable, but that item is ordered by you before Australia Post has withdrawn that item from the Online

Shop, you will be advised by email or telephone that Australia Post cannot fulfil your order and the purchase price of the item in question will be refunded.

- 1.10. For certain items, such as coins and banknotes, Australia Post will permit pre-orders of these items (in full) prior to the release date. Once Australia Post receives the items following their release date, we will endeavour to dispatch the items as soon as possible.
- 1.11. On rare occasions, and in relation to philatelic items only, there may be a need to change either an issue date or a withdrawal date. Should this need arise, you will be advised either by email, by mail, or for subscribers to the Stamp Bulletin, via the next edition.

#### Unacceptable orders

- 1.12. Australia Post reserves the right to reject an order if, in its opinion (acting reasonably), the order is unacceptable. This includes (but is not limited to) where you are placing multiple orders for the purpose of circumventing order limits, or where your order does not meet these Terms and Conditions.

#### Incorrect details supplied

- 1.13. We will endeavour to fulfil your order within the time specified in the Delivery Standards (in clause 5), except: where an incorrect or incomplete delivery address has been provided; when incorrect payment details, including credit card details, are supplied; where correct credit card details are supplied but funds are not approved; where we believe the order to be fraudulent; or where cleared funds through your nominated payment method have not been received.
- 1.14. In the event that you supply incorrect payment or delivery details, Australia Post will take all

reasonable steps to contact you using the personal details that you have provided.

- 1.15. If your supplied contact details are incorrect, Australia Post will not be held responsible for not fulfilling your order, nor for being unable to advise you that this is the case after reasonable taking all reasonable steps to do so.

## 2. Custom Packaging

### Ordering the Services

- 2.1. You may place an order for Custom Packaging in the manner required on the Online Shop. To place an order, you must sign into, or create a MyPost Account. **MyPost Account** means an account registered by you on the MyPost website, at a Post Office or via the Australia Post app.
- 2.2. Once your order has been submitted, it cannot be cancelled, withdrawn or refunded, except as required by the Australian Consumer Law. On receiving your order, Australia Post will procure that it will be supplied directly to you by one of its authorised suppliers in the form uploaded and selected by you on the Online Shop.

### User eligibility

- 2.3. By placing an order for Custom Packaging, you warrant that you are authorised to do so on behalf of the person, business or entity in whose name an order is placed.
- 2.4. You represent and warrant that you are at least 18 years of age and that all information you submit is accurate. Australia Post may, at its option and acting reasonably, refuse to offer access to Custom Packaging to any person or entity and change its eligibility criteria at any time. Australia Post will provide the person or entity that has been refused with written notice in advance, where reasonably practicable.

### Materials supplier and intellectual property

- 2.5. By submitting materials to Australia Post, you warrant that you hold all required rights (whether through ownership or licence rights) to supply such information and for such materials to be used in connection with

supplying your order. You grant Australia Post and its third party suppliers such licence (or sub-licence) rights as reasonably required to supply your order.

- 2.6. Australia Post has the right in its absolute discretion, and acting reasonably, to reject any materials, whether in writing or as images, submitted by you, whether in connection with your order or otherwise, which may reasonably be considered offensive, defamatory, violent, blasphemous, material that could infringe copyright or which contains any profanity.

### Reviewing your order

- 2.7. **Packaging wrapping.** Upon uploading your image, our system automatically crops your image, so that it fits with the proportions of the packaging size you have selected. We provide a preview showing how your image will appear on the packaging. Please preview and edit your packaging to ensure it appears correctly or upload a different image. Our system will prompt you to check an approval box before you check out and finalise payment. Once you approve the packaging, you are confirming that it appears exactly as you want it, and as a result, we cannot guarantee replacements or refunds if the packaging matches the preview that was approved when you placed your order (except as required under the Australian Consumer Law).
- 2.8. **Colour Reproduction.** Colours may not appear the same on different computer monitors, compared to your computer, camera, phone or tablet. Colours shown on screen may change and appear muted or desaturated when printed, especially when printed on kraft cardboard packaging. Australia Post reproduces colour from the images and/or text as closely as possible but may not be able to exactly match colour and density because of limitations in the printing process and image resolution requirements. Australia Post cannot guarantee colour reproduction or image quality.
- 2.9. **Your responsibility.** You are responsible for creating, reviewing and approving your order. Please review the packaging carefully before placing your order, including ensuring that

images, logos, text and shapes are clear and where you want them to be and that text is clear, legible and spelled correctly. It is your responsibility to ensure that your order is complete, accurate and complies with these Terms and Conditions. Australia Post, nor any third-party supplier, is responsible for reviewing or amending any order.

- 2.10. **Acknowledgements.** You acknowledge that the quality of the packaging and/or the image on the packaging may differ depending on the quantity ordered and the authorised supplier. Samples are digitally printed, are only an indication of the final packaging and may differ slightly from the final packaging order.

### 3. **MyStamps / Personalised Stamps**

#### **Permission to reproduce**

- 3.1. You warrant that you will only submit an image/photo that you own copyright in, or have the copyright owner's permission to reproduce (permission may be given by a parent or guardian on behalf of a minor).
- 3.2. Australia Post reserves the right to ask for evidence that:
- (a) you have the right to reproduce the image/photo;
  - (b) you have the right to use any intellectual property that is visible in the image/photo (for example, any visible logos or trade marks); and/or
  - (c) persons featured in the photo have consented to the image/photo being used in this manner.
- 3.3. If you are unable to provide evidence in response to a request made by Australia Post pursuant to clause 3.2, Australia Post reserves the right to refuse your order. Where an order is refused, Australia Post will notify you of the refusal (via your nominated email address), cancel your order and refund any associated payment.

#### **Unacceptable or unsuitable images / photos**

- 3.4. Australia Post reserves the right to refuse your order if, in its opinion acting reasonably, the image/photo:

- (a) does not meet our Image Guidelines (specified in clause 3.5 below);
- (b) may infringe another person's/party's intellectual property rights (including copyright); or
- (c) may infringe any other law.

- 3.5. An image will not meet our Image Guidelines where the image:

- (a) discriminates against a person on the basis of age, disability, race, sex, intersex status, gender identity and sexual orientation (or any other protected attribute for which it is unlawful to discriminate);
- (b) contains a well-known person or persons (for example, politicians, celebrities, actors, musicians, sports people) be they real or fictional;
- (c) contains a well-known location, monument or attraction, be it real or fictional;
- (d) contains text or images which do not meet community standards or expectations, or which may cause offence to a reasonable person, or is defamatory or offensive, including but not limited to images containing:
  - (i) nudity or semi-nudity;
  - (ii) violence of any kind;
  - (iii) illegal or anti-social behaviour;
  - (iv) profanity or obscenities; or
  - (v) firearms or other weaponry;
- (e) contains nationalistic, politically motivated messages or symbols, including flags; or
- (f) contains content in languages other than English not accompanied by an English translation (as required by clause 3.7).

- 3.6. Should Australia Post elect to refuse your order pursuant to this clause, Australia Post will notify you of the refusal (via your nominated email address), cancel your order

and refund any associated payment within a reasonable timeframe.

#### **Translation required**

- 3.7. Images/photos submitted that contain words in a language(s) other than English must be accompanied by a translation.
- 3.8. You warrant that any translation provided pursuant to clause 3.7 is an accurate translation.

#### **Intellectual property**

- 3.9. Any intellectual property (including copyright) in:
  - (a) the MyStamps shapes/images/designs; or
  - (b) the Personalised Stamps images/designs,vests in Australia Post.
- 3.10. You are prohibited from reproducing (or authorising the reproduction of):
  - (a) the MyStamps shapes/images/designs; or
  - (b) the Personalised Stamps images/designs,

without Australia Post's prior written approval acting reasonably.

#### **Colour reproduction and variation in design**

- 3.11. Variations in colour, image quality and position may occur in a finished:
  - (a) MyStamps product; or;
  - (b) Personalised Stamps product.
- 3.12. You acknowledge that the:
  - (a) finished MyStamps image; or
  - (b) finished Personalised Stamps image,is dependent on the quality of the image/photo submitted by you.
- 3.13. To the extent permitted by law, Australia Post will not refund or replace an order if the image supplied by you for inclusion is of poor quality.
- 3.14. MyStamps shapes/images/designs are subject to change without notice.

- 3.15. Personalised Stamps images/designs are subject to change without notice.

#### **Postage and postage rates**

- 3.16. Australia Post's stamp prices are available [here](#).
- 3.17. Christmas stamp rate (domestic) and seasonal greeting card stamp rates (international) are only valid for postage between 1 November and 31 December each year. Ordinary postage rates apply outside this period.
- 3.18. Stamp denominations available via either the MyStamps service or the Personalised Stamps service may be varied from time to time (at Australia Post's discretion).
- 3.19. You may use your:
  - (a) MyStamps; or
  - (b) Personalised Stamps,to pay postage on a postal article posted in Australia.
- 3.20. Each MyStamps stamp or Personalised Stamps stamp used to pay postage will be postmarked or marked as used.

### **4. Gift Cards**

- 4.1. Please (i) read the gift card issuer terms and conditions of use carefully before purchasing; and (ii) take note of any expiry date applicable to the card.
- 4.2. Treat gift cards like cash. Lost or stolen gift cards will not be replaced or refunded. Gift cards are not redeemable for cash and cannot be exchanged for a different type of gift card.
- 4.3. Trademarks on any cards shown are the property of the owners, used with their permission.
- 4.4. Please contact [giftcardproductsupport@auspost.com.au](mailto:giftcardproductsupport@auspost.com.au) or 13 POST (137 678) for further information.

### **5. Delivery standards**

#### **Dispatch.**

- 5.1. For most products, Australia Post will endeavour to dispatch an order within 2-7 business days of receiving that order.
- 5.2. Stamp issues will not be dispatched prior to

the actual date of issue.

- 5.3. Coins, banknotes and other items that can be pre-ordered will not be dispatched prior to the release date and may take up to 6 weeks from release date to arrive at the nominated delivery address.
- 5.4. For MyStamps / Personalised Stamps, Australia Post will endeavour to dispatch an order within 10 business days.
- 5.5. For Custom Packaging, Australia Post's authorised suppliers will endeavour to dispatch an order within the timeframes set out in the table below:

Packaging type	Time to dispatch
<ul style="list-style-type: none"> <li>Cardboard boxes</li> <li>Rigid mailers</li> <li>Stickers</li> <li>Postcards</li> <li>Ribbon</li> <li>Wrapping paper</li> </ul>	Up to 15 days
<ul style="list-style-type: none"> <li>Tough bags</li> <li>Mailers</li> </ul>	Up to 10 weeks
<ul style="list-style-type: none"> <li>Satchels</li> </ul>	Up to 12 weeks

### Delivery

- 5.6. For most products:
- (a) *Standard Domestic Delivery Timeframes (within Australia):* Australia Post will endeavour to deliver an order within 3-10 business days from order dispatch.
- (b) *Express Domestic Delivery Timeframes (within Australia):* Australia Post will endeavour to deliver an order within 1-3 business days (depending on the delivery postcode) from order dispatch. Not all products will be available for express delivery.
- (c) *International Delivery Timeframes:* The delivery time for international orders is typically 10+ business days from order dispatch. Estimated delivery times are

between metro areas of major cities. Excludes any time in customs and delays due to reasons outside of Australia Post's control.

- 5.7. For magazine subscription delivery timeframes (first issue only), please see the 'more information' section on the magazine's product page on the Online Shop.
- 5.8. For some services, Australia Post's authorised suppliers may determine the way the services will be delivered to you, as well as the provider of that delivery.
- 5.9. Items may be delivered to you individually and/or separately where they are fulfilled from different locations or directly from an Australia Post supplier.

### 6. Intellectual property

- 6.1. The materials displayed on the Online Shop, including all editorial materials, information, photographs, illustration, artwork and other graphic materials, and names, logos and trademarks, are the property of Australia Post and are protected by copyright, trademark and other intellectual property laws. Australia Post does not grant any licence or right in, or assign all or part of, its intellectual property rights in the content or applications incorporated into the website or in the user interface of the website.
- 6.2. Any such content may be displayed and printed solely for your personal and non-commercial use. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such material to any third party without the prior written consent of Australia Post.

### 7. Third party websites

- 7.1. The Online Shop may contain links to other websites operated, controlled or produced by third parties.
- 7.2. Unless otherwise indicated, Australia Post does not control, endorse, sponsor or approve any such third party websites or their content nor does Australia Post provide any warranty or take any responsibility whatsoever for any aspect of those websites or their content.



## 8. Links to the Online Shop or the Australia Post website

- 8.1. You must not establish a link to this website or the Australia Post website (<https://auspost.com.au>) without Australia Post's prior written approval.
- 8.2. To request approval, please email Australia Post's brand team at [brand@auspost.com.au](mailto:brand@auspost.com.au).
- 8.3. The following information will be required to assess your request: the URL of the website that you seek to establish a link from; a brief description of your website; and the reason that you wish to establish a link.
- 8.4. Australia Post may accept or reject your request at its discretion acting reasonably. If Australia Post accepts your request, you must comply with any terms and conditions notified to you by Australia Post. You must notify Australia Post if the nature and/or content of the website changes in any significant way.

## 9. Privacy

- 9.1. When you interact with the Online Shop, we may ask for your personal information. Without this information, we will be unable to provide you with this service.
- 9.2. Your information is handled in accordance with the Australia Post Group Privacy Statement, which outlines how you can access your personal information, or make a privacy related complaint. For more information, visit our Privacy [page](#).

## 10. Termination

### Termination without Cause

- 10.1. Unless provided otherwise on the Online Shop or required by the Australian Consumer Law, you cannot cancel, terminate or withdraw an order once it has been placed.

### Termination for Breach

- 10.2. Without limiting any other remedies, Australia Post may temporarily or indefinitely suspend or prohibit your access to the Online Shop or any orders (including take technical steps to prevent your use of the Online Shop) if any of the following apply:

- (a) Australia Post reasonably suspects you have committed a material breach of these Terms and Conditions;
- (b) Australia Post reasonably considers that you have engaged in improper, illegal or fraudulent activity; or
- (c) Australia Post reasonably considers that your actions will cause material harm or otherwise adversely impact its commercial reputation.

- 10.3. In such circumstances, Australia Post will provide you with written notice where reasonably practicable prior to Australia Post taking any of the above actions (or otherwise shortly after taking any of the above actions).

## 11. Australia Post's liability to you

- 11.1. To the maximum extent permitted by law, including the Australian Consumer Law, Australia Post excludes all liability for loss or damage of any kind (including special, indirect or consequential loss) arising out of or in connection with the Services, except to the extent that the loss or damage was caused by or arose out of any gross negligence, fraud or wilful misconduct by or on behalf of Australia Post.
- 11.2. Nothing in this agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any Law (including consumer guarantees under the Australian Consumer Law) that cannot lawfully be excluded or limited (**Non-Excludable Condition**).
- 11.3. Where permitted by Law, and provided it is reasonable to do so, we limit our liability for breach of a Non-Excludable Condition to:
- (a) In the case of goods: replacement of the goods or the supply of equivalent goods; repair of the goods; payment of the cost of replacing the goods or acquiring goods; or payment of the cost of having the goods repaired; and
  - (b) In the case of services: to either resupplying the services or payment of the cost of having the services supplied

again.

## 12. Your indemnity to Australia Post

- 12.1. Subject to clause 12.3, to the maximum extent permitted by law, you agree to indemnify Australia Post against any claim, damages or expenses Australia Post suffers for any Indemnifiable Loss arising out of or in connection with any breach by you of your obligations under these terms.
- 12.2. “**Indemnifiable Loss**” means loss incurred by Australia Post in connection with a third party claim against Australia Post, including but not limited to:
- (a) the infringement of a third party’s intellectual property rights; and
  - (b) the unauthorised use of another person’s image or property.
- 12.3. Your liability to Australia Post under clause 12.1 is reduced proportionally to the extent the loss was caused or contributed to by Australia Post.

## 13. General

- 13.1. **Force majeure.** Neither party will be liable to the other for any failure to fulfil, or delay in fulfilling, its obligations caused by circumstances outside of its reasonable control.
- 13.2. **Governing law.** These Terms and Conditions are governed by and interpreted in accordance with the laws of the State of Victoria, Australia, and both of us submit to the jurisdiction of the courts of that State.
- 13.3. **Severability.** If any provision, or part of a provision, of these Terms and Conditions is found to be illegal or unenforceable, it will be severed from the agreement, and the remainder of the terms will be construed as if that provision or part did not form part of the Terms and Conditions.
- 13.4. **Variation.** Australia Post reserves the right to

alter these Terms and Conditions at any time. If Australia Post makes a material change Australia Post, we will notify you at least 4 weeks in advance, and the notice may be, by email, by means of a notice on the Online Shop, or other places Australia Post deems suitable and appropriate acting reasonably. What constitutes a "material change" will be determined at Australia Post’s discretion acting reasonably.

Your continued use of the Online Shop after we have notified you of an amendment will mean that you agree to that amendment.

- 13.5. **Returns.** Returns for items purchased via the Online Shop will be treated in accordance with Australia Post’s Returns Policy, available [here](#). Australia Post generally does not accept change of mind returns.
- 13.6. **Enquiries.** If you have a question concerning your order, please contact Australia Post on 1800 331 794. We recommend you contact us as soon as possible and within 5 business days from receipt of your order so that we are best placed to assist. This provision does not limit any rights or remedies you may have under the Australian Consumer Law.