

Terms of Use

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Creative Memories reserves the right to modify the Terms of Use from time to time. Also, Creative Memories may terminate or suspend a Creative Memories Photo Center order if the User violates any section of the Terms of Use.

1. **Statement of Service** – Creative Memories is pleased to provide its Creative Memories Photo Center Service for the purpose of printing StoryBooks and accessing templates and other information regarding StoryBooks and Creative Memories services.
2. **Service Provider** – The Creative Memories Photo Center is operated by Creative Memories Australia Pty. Ltd. (ACN 080 179 193), a division of The Antioch Company Group. Creative Memories is incorporated in the State of New South Wales and Creative Memories’ principal place of business is 7 Gundah Road, Mt Kuring-gai, New South Wales 2080.
3. **Privacy** – Creative Memories is committed to the privacy of individuals who browse the site and those that provide personally identifiable information when placing a Creative Memories Photo Center order. Please refer to the Privacy Policy for further details. By accepting these Terms of Use you consent to the photographs and other materials being transferred to suppliers to Creative Memories for the purposes of producing the StoryBooks and electronically storing the photographs and other materials temporarily.
4. **Use of the Creative Memories Photo Center Service** – You may not use the Creative Memories Photo Center Service for the following purposes:
 - a. to upload, store, share, print or communicate any images or materials that are obscene, pornographic, vulgar, abusive, threatening, profane, an invasion of privacy or publicity rights, illegal or otherwise objectionable;
 - b. to upload, store, share, or print any images that you do not have the right to disseminate under any rights of privacy, publicity, or copyrights without express permission of the owner of these rights and the consent of the individuals depicted in the images;
 - c. for any purpose that is unlawful or deceptive or to encourage conduct constituting criminal behavior, including to harm minors in any way;
 - d. any use of materials that contains destructive codes such as viruses, worms or any other programs designed to damage or provide unauthorized access to the Creative Memories Photo Center Service which may cause defect, disruption, or malfunction of the Creative Memories Photo Center Service;
 - e. any unsolicited junk mail or other activity that may interfere with or disrupt the Creative Memories Photo Center Service or the networks through which you access and use the Creative Memories Photo Center Service;
 - f. and provide any false or misleading information regarding your identity or address.

Creative Memories will decide at its own discretion whether your actions have violated any of the provision set out in these Terms of Use, which may result in either resulting in a termination of your right to use the Creative Memories Photo Center . Creative Memories may also refuse to fulfill any order or part of an order

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5. Copyright Interest – Creative Memories respects the copyright interests photographers have in their work. You are required by Australian copyright law to own the images you upload for printing or be duly authorized to use them.

6. StoryBook Order Process – To order a Creative Memories StoryBook you must be 18 years or older. You will be required to provide personal contact information when placing your order with Creative Memories, acting as agent for your Consultant. All contact information provided must be complete and accurate, and you are responsible for keeping such information current.

7. Pricing & Shipment – All recommended retail prices displayed on cmphotocentre.com.au / cmphotocentre.co.nz are correct at the time they are posted. You bear the risk of loss and title on all products shipped to you, pursuant to placing an order, when Creative Memories or its supplier delivers your order to the carrier. Creative Memories will, on behalf of your Consultant, arrange delivery to the address you specify to Creative Memories at the time you place your order. Any delivery dates specified are intended to merely be estimates.

8. Return Policy – Creative Memories guarantees the quality of StoryBook we produce and mail to you against manufacturing defects. If you are not satisfied with the quality of your order, please contact us via phone 02 9472 9472 or email storybook@creativememories.com.au / storybook@creativememories.co.nz within 30 days from the date your order is shipped, and we will either send you a replacement or issue a refund for any StoryBooks found to have a manufacturing defect. The following are important exceptions to our customer satisfaction guarantee:

- a. a poor image you selected for a reprint, greeting card or gift that does not meet the minimum recommended resolution and results in a poor quality image.
- b. submission of incorrect or misspelled information to be printed on your StoryBook.

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12. Governing Law – The site is controlled by Creative Memories from its office in the state of New South Wales. No matter where you access the site, you, by using this site, agree that the laws of the state of New South Wales, without regard to any conflicts of laws principles, will apply to all matters relating to the use of this site and any of the information contained therein. You irrevocably submit to the jurisdiction of the Courts of the State of New South Wales

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If you have any questions or concerns regarding the Creative Memories Photo Center Service, please contact us by email at storybook@creativememories.com.au / storybook@creativememories.co.nz