

Privacy Policy

Luthria Fragrances is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

Luthria Fragrances may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

What we collect

We may collect the following information:

- name and title
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to customer surveys and/or offers

What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyze web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyze data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

- whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes
- if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at support@luthriafrances.com

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so.

If you believe that any information, we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

1.General Terms

The content within the pages of this website are for your general information and use. Whilst we endeavour to keep the information up-to-date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability,

suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own discretion. The content is subject to change without notice.

The prices displayed on this website include VAT at the current and appropriate rate. We reserve the right to amend the price of any item or to withdraw an item on sale at any time, regardless if an order exists for an item.

Images used on this website may depict products that we do not sell that are used as props for photography. Some images may be used for illustration purposes only. We have made every effort to display the colors of our products that appear on the Site as accurately as possible. However, as the actual colors you see will depend on your monitor/screen resolution and configuration, we do not guarantee that your monitor's display of any color will be accurate. Though our promise would be to deliver the product as accurate as possible.

All balloons (latex or Foil) are sent deflated to the customers; we do not supply inflated balloons anywhere. The product images that you see on the website is to only show the customers the colors, size and print that comes out as the result of inflation.

All customer need to contact / visit their nearest spot from where they can get the balloons inflated, using weather a helium gas or normal air pressure as per the requirement.

This website uses cookies to monitor browsing preferences and store browsing information enabling you to use our shopping cart and checkout.

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is only allowed with written consent from Party-Anthem.com.

Your use of this website and any dispute arising out of such use of the website is subject to the laws of India.

Every effort is made to keep the website up and running smoothly. However, Party Anthem takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s)

Party-Anthem.com may at any time modify the Terms & Conditions of Use of the site without any prior notification to you. You can access the latest version of the User Agreement at any

given time on Party-Anthem.com. You should regularly review the Terms & Conditions on Party-Anthem.com. In the event the modified Terms & Conditions is not acceptable to you, you should discontinue using the service. However, if you continue to use the service you shall be deemed to have agreed to accept and abide by the modified Terms & Conditions of Use of this site.

2. Making a Purchase & the Contract

"Your Account" is defined as any information you provide to us in the registration, buying or listing process, in the feedback area or through any email feature. We will protect Your Information in accordance with our Privacy Policy. If you use the Site, you are responsible for maintaining the confidentiality of Your Account and Password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under Your Account or Password. Party-Anthem.com shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account. If you know or suspect that someone else knows your password you should notify us by contacting us immediately. If Party-Anthem.com has reason to believe that there is likely to be a breach of security or misuse of the Party-Anthem.com Site, we may require you to change your password or we may suspend your account without any liability to Party-Anthem.com.

The delivery of your order is subject to the availability of the item in our stock. Once the payment is made, it remains with the payment gateway and does not reach our account unless we are sure the item purchased is available with us or our suppliers.

Your order remains in Pre-Order / Pre-Payment / Order Processing status and you would be intimated within 48 hours of either the dispatch of the item or Total Refund of your payment made to us. Before any refund is made you would be informed through email / call.

To make a purchase you are required to complete our simple checkout process. You will be guided through the checkout and asked to input your data to complete the transaction. Upon placing your order, we will send you an order acknowledgement email; this is to advise you that we have received your order request. When your order is ready to ship, we will then send you a despatch confirmation email. It's at this point that we accept your order and the contract is formed. We reserve the right to cancel an order should there be an issue with stock levels or payment details, or the identification of a pricing or product description error. All purchases take place in a safe environment using the latest SSL (Secure Sockets Layer) encryption technology and a secure server.

You agree, understand and confirm that the credit card details provided by you for availing of services on party-Anthem.com will be correct and accurate and you shall not use the credit card which is not lawfully owned by you, i.e. in a credit card transaction, you must use your own credit card. You further agree and undertake to provide the correct and valid credit card details to party-Anthem.com. Further the said information will not be utilized and shared by Party-Anthem.com with any of the third parties unless required for fraud verifications or by law,

regulation or court order. Party-Anthem.com will not be liable for any credit card fraud. The liability for use of a card fraudulently will be on you and the onus to 'prove otherwise' shall be exclusively on you.

Party-Anthem.com reserves the right to recover the cost of goods, collection charges and lawyers' fees from persons using the Site fraudulently. Party-Anthem.com reserves the right to initiate legal proceedings against such persons for fraudulent use of the Site and any other unlawful acts or acts or omissions in breach of these terms and conditions.

When you visit the Site or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

You also agree to receive transactional SMS for your transaction done online. This would be an SMS that would have your order number and price of the item. It would reach you once you complete the transaction.

3. You Agree and Confirm

That in the event that a non-delivery occurs on account of a mistake by you (i.e. wrong name or address or any other wrong information) any extra cost incurred by Party-Anthem.com for redelivery shall be claimed from you.

That you will use the services provided by Party-Anthem.com, its affiliates, consultants and contracted companies, for lawful purposes only and comply with all applicable laws and regulations while using the Site and transacting on the Site.

You will provide authentic and true information in all instances where such information is requested of you. Party-Anthem.com reserves the right to confirm and validate the information and other details provided by you at any point of time. If upon confirmation your details are found not to be true (wholly or partly), Party-Anthem.com has the right in its sole discretion to reject the registration and debar you from using the Services of Party-Anthem.com and / or other affiliated websites without prior intimation whatsoever.

That you are accessing the services available on this Site and transacting at your sole risk and are using your best and prudent judgment before entering into any transaction through this Site.

That the address at which delivery of the product ordered by you is to be made will be correct and proper in all respects.

That before placing an order you will check the product description carefully. By placing an order for a product you agree to be bound by the conditions of sale included in the item's description.

You may not use the Site for any of the following purposes:

- Disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.
- Transmitting material that encourages conduct that constitutes a criminal offense, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice.
- Gaining unauthorized access to other computer systems.
- Interfering with any other person's use or enjoyment of the Site.
- Breaching any applicable laws;
- Interfering or disrupting networks or web sites connected to the Site.
- Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

4. Liability

Party-Anthem.com shall not be liable in any way for any loss or damage arising directly or indirectly from the delivery of goods being delayed or prevented or for any other reason beyond our control including the acts of any third parties. Furthermore, in no event will we be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever whether arising from loss of data, loss of profits or loss of revenue in connection with the use of this website.

You understand that by using this Site or any services provided on the Site, you may encounter Content that may be deemed by some to be offensive, indecent, or objectionable, which Content may or may not be identified as such. You agree to use the Site and any service at your sole risk and that to the fullest extent permitted under applicable law, Party-Anthem.com and its affiliates shall have no liability to you for Content that may be deemed offensive, indecent, or objectionable to you.

You agree to defend, indemnify and hold harmless Party-Anthem.com, its employees, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to Party-Anthem.com or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfillment of any of your obligations under this User Agreement or arising out of the your violation of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights. This clause shall survive the expiry or termination of this User Agreement.

The Site is provided without any warranties or guarantees and in an "As Is" condition. You must bear the risks associated with the use of the Site.

The Site provides content from other Internet sites or resources and while Party-Anthem.com tries to ensure that material included on the Site is correct, reputable and of high quality, it cannot accept responsibility if this is not the case. Party-Anthem.com will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Site.

This disclaimer does not apply to any product warranty offered by the manufacturer of the product as specified in the product specifications. This disclaimer constitutes an essential part of this User Agreement.

To the fullest extent permitted under applicable law, Party-Anthem.com or its suppliers shall not be liable for any indirect, incidental, special, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with the Site, its services or this User Agreement.

Party-Anthem.com, its associates and technology partners make no representations or warranties about the accuracy, reliability, completeness, correctness and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Site or that the operation of the Site will be error free and/or uninterrupted. Consequently, Party-Anthem.com assumes no liability whatsoever for any monetary or other damage suffered by you on account of the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site; and/or any interruption or errors in the operation of the Site.

5. Delivery

The delivery of your order is subject to the availability of the item in our stock. Once the payment is made, it remains with the payment gateway and does not reach our account unless we are sure the item purchased is available with us or our suppliers.

Your order remains in Pre-Order / Pre-Payment / Order Processing status and you would be intimated within 48 hours of either the dispatch of the item or Total Refund of your payment made to us. Before any refund is made you would be informed through email / call.

The shipping geography / country are limited to India only. We are not shipping anywhere outside India, though we take orders from outside India, however the shipping / delivery country has to be within India only.

The delivery of your order would take between 3-5 days business days (excluding Sunday and Public Holidays) to be delivered anywhere in India. Since most of the items on this website are to be delivered for birthday parties or other occasion, we understand that the date is very

important for delivery. You agree that we would not be responsible if you order items to be delivered before 3-5 business days and it reaches late.

Party-Anthem.com will deliver any goods ordered to the delivery address supplied when submitting an order. Availability permitting, orders will be dispatched for delivery within the stated time frame. The dispatch of goods constitutes our duty of fulfilling the contract. If you are unfortunate enough to receive a damaged item, please contact our customer service team within 7 days. They will be happy to assist you and arrange a replacement or refund where applicable. We do advise you to check goods upon arrival. No liability can be accepted for costs caused by late deliveries, or for any other reason. If you refuse delivery, please notify our customer service team immediately.

6. Returns, Refunds & Exchanges and Cancellations

We want you to be happy with everything you buy from Party-Anthem.com. If you are not completely satisfied with any* of the goods you have purchased then please notify us immediately and return them to us within 7 days for a full refund. Goods must be received in original condition and packaging with all components intact. Ensure that you include full order details otherwise your refund may be delayed. Alternatively you may wish to exchange unwanted or incorrectly ordered goods; please contact us to arrange this. Once your return or exchange has been processed, we will return the amount owed onto the original payment account.

Please note that there may be certain orders that we are unable to accept and must cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. Some situations that may result in your order being canceled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is canceled or if additional information is required to accept your order. If your order is cancelled after your credit card has been charged, the said amount will be reversed back in your Card Account.

In case we receive a cancellation notice and the order has not been processed/approved by us, we shall cancel the order and refund the entire amount. We will not be able to cancel orders that have already been processed and shipped out by us. Party-Anthem.com has the full right to decide whether an order has been processed or not. The customer agrees not to dispute the decision made by Party-Anthem.com and accept Party-Anthem.com's decision regarding the cancellation.

*Please note that personalized items can only be returned if the goods are faulty.

7. Copyright & Trademark

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8. Site Security

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mailbombing" or "crashing;" (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security

may result in civil or criminal liability. Party-Anthem.com will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from Party-Anthem.com on this Site and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer).

9. Termination

This User Agreement is effective unless and until terminated by either you or Party-Anthem.com. You may terminate this User Agreement at any time, provided that you discontinue any further use of this Site. Party-Anthem.com may terminate this User Agreement at any time and may do so immediately without notice, and accordingly deny you access to the Site. Such termination will be without any liability to party-Anthem.com. Upon any termination of the User Agreement by either you or Party-Anthem.com, you must promptly destroy all materials downloaded or otherwise obtained from this Site, as well as all copies of such materials, whether made under the User Agreement or otherwise. Any such termination of the User Agreement shall not cancel your obligation to pay for the product already ordered from the Site or affect any liability that may have arisen under the User Agreement.