

Dymocks Corporate Gift Card Services Gift Card Order Terms and Conditions

These Gift Card Order Terms and Conditions ("Order Terms and Conditions") apply to gift cards ordered from Dymocks through the Dymocks Corporate Gift Card Service ("Service").

The Gift Card Order Terms and Conditions contain important information about ordering gift cards through Dymocks. Please ensure you read these Gift Card Order Terms and Conditions before you place an order. The Gift Card Order Terms and Conditions form the agreement between you and Dymocks for the ordering and purchase of your gift cards.

Acceptance

These terms and conditions form a legally binding agreement between you and Dymocks Franchise Systems (NSW) Pty Limited ("Dymocks", "we" or "us") in relation to you and your organisation's participation and utilisation of the Service.

You accept these Order Terms and Conditions that may be amended from time to time:

- a) when you register your personal business contact information and company details with Dymocks;
- b) each and every time you place a gift card order with the Service; and
- c) each time you, your business or any person who purports that they act on your or your organisations behalf utilises the Service regardless of whether such action is authorised or not.

These Order Terms and Conditions are in addition to any terms and conditions that apply to the use of gift cards available through the Service.

If you decline to accept these terms and conditions, do not register your business or place an order for gift cards with Dymocks.

Changes to Order Terms and Conditions

These are the current Dymocks Corporate Gift Card Ordering Terms and Conditions. Dymocks reserves the right to change any of the terms contained in these Order Terms and Conditions by, at any time, publishing the varied terms and conditions on this website. Where a change is significant or would materially impact existing customers and users of the website or services, we will provide a period of notice that we consider appropriate and reasonable related to that change.

Changes to these Order Terms and Conditions will be available online at corporategiftcards.dymocks.com.au Or by contacting 1300 554 268

Approved Use

You may use gift cards purchased through the Service for the following purposes:

- a) Reward and recognition program(s)
- b) Loyalty and customer programs
- c) Consumer and trade promotions
- d) Incentive programs

- e) Programs operated by you and your organisation as a third party service provider for business, marketing and program services on behalf of corporations and businesses in Australia
- f) Charity and fundraising programs
- g) Prizes and Gifts
- h) Emergency and social relief

If you are unsure of the application and use of gift cards purchased through the Service, and believe the application and use of the gift cards may fall outside of these approved uses, you and your organisation are required to seek approval from the Marketing Manager at Dymocks. Approval for uses outside of the stipulated approved uses may be withheld at Dymocks' discretion.

Materials and Trade Marks

Dymocks has rights in registered and unregistered trademarks, other marks, devices and images, which are protected by law (Dymocks' Intellectual Property). Except as expressly authorised in writing by us the use of any of the trade marks is strictly prohibited. Neither registration of your company or placement of a gift card order through the Service authorises you to utilise the trade marks.

Prior to use of any of Dymocks' Intellectual Property, you must obtain approval in writing from Dymocks (which may be withheld at Dymocks' discretion).

Approval must be requested on each occasion you propose to use any or all of the Dymocks trademarks or gift card images in any promotional or marketing material that will be released to consumers, employees, team members, clients or other third parties. You must provide Dymocks with copies of any promotional material or other communications that you propose to issue in relation to any gift cards purchased through us. Approval may be withheld at Dymocks' discretion.

In addition to any specific approval requirements, if approval to utilise trade marks and or images is provided in relation to the Dymocks gift cards in your promotion or offer, Dymocks (as the owner and manager of the gift card program generally) is not the promoter of your promotion or offer. The terms and conditions associated with any program utilising gift cards must clearly stipulate that the program, including the issuance of gift cards, is managed by you (as the "promoter") and is in no way supported or endorsed by Dymocks.

For the avoidance of doubt, submission of a marketing approval brief to Dymocks does not guarantee automatic approval to use trade marks, images or references in any promotion.

Resale of Gift Cards

Under no circumstances is the resale or on-selling of discounted gift cards purchased through the Service permitted. Resale or on-selling of non-discounted gift cards to staff, team members or third parties for the purposes of loyalty programs and closed loop membership schemes must be agreed by Dymocks in writing in advance of such activity.

Company Registration

In order to enable you and your organisation to order gift cards from the Service, you must first register your business with us. To register, complete the registration process at <https://corporategiftcards.dymocks.com.au> and submit your registration online. Your registration will be reviewed within 2 business days, and, subject to our approval, you will

receive login details via e-mail consisting of a username and a password to enable you to login to the Service and confirm your registration.

Dymocks reserves the right to reject, decline or terminate a customer registration:

- a) If you refuse or are unable to supply information that is required to register you and your business, service your account or fulfil a gift card order;
- b) If we consider the registration to be fraudulent;
- c) If your business is already registered;
- d) If you fail to meet our requirements for Dymocks Corporate Gift Card participants; or
- e) For any other reason at the absolute discretion and determination of Dymocks

Ordering

Placement of an order with Dymocks by you is an irrevocable offer by you and your organisation to purchase the gift cards you have specified and ordered. Dymocks is not obligated to accept your order and we may accept or reject your gift card order for any reason, including (without limitation) suspected fraud, unavailability of any product, an error in the price or the product description or an error in your order.

The contract with Dymocks for the ordering and purchase of gift cards specified in your order only becomes binding once we have accepted your order and receipt of your payment has been confirmed. Dymocks will provide you with an order summary statement as acceptance of your order and a tax invoice⁴. Confirmation of payment from you and your organisation is required prior to gift cards being approved for production, released and/or activated.

To place an order you must be a registered Service customer, login to the service at <https://corporategiftcards.dymocks.com.au/> complete and submit a gift card order.

Orders must be complete and submitted to Dymocks before 5pm AEST. Orders received after this time will be deemed received the next business day. Orders received after 5pm on a Friday will be processed the next business day. In the instance of an order being received after 5pm on a business day prior to a public holiday the order will be processed the next business day after the public holiday. Business days are Monday to Friday excluding weekends (Saturday and Sunday) and applicable public holidays. Public holidays include all Australian National public holidays and public holidays that apply in the state of New South Wales.

Credit card orders are processed instantly, while Direct Deposit / Electronic Funds Transfer (EFT) will take longer to process payment. Gift cards will be delivered within 4 – 6 business days from the date payment is received by Dymocks.

Orders are subject to acceptance and confirmation by the Service.

Price and Payment

For each Order, you will be charged the price of the gift card(s) plus any applicable service charges including but not limited to;

- Delivery and handling
- Bank charges
- Applicable GST for services (there is no GST applicable to the purchase price of Gift Cards)

Orders can be paid for by: Direct Deposit / Electronic Funds Transfer (EFT) or Credit Card including MasterCard, Visa and American Express.

Orders will not be processed until payment is cleared.

Goods and Services Tax (GST)

GST will not apply to the sale of a gift card, specifically the face value / loaded amount.

Additional surcharges - GST

- GST is listed separately on the invoice for delivery fees

Any applicable cancellation charges are inclusive of GST.

Delivery

Subject to availability, gift cards will be sent to the delivery recipient at the street address nominated at time of order. All Orders are delivered via courier to a nominated delivery address. Orders will only be delivered to Australian business and residential street addresses. PO Boxes, Locked Bags and international delivery addresses are not accepted.

If your gift cards are damaged, or you believe that they have been interfered or tampered with prior to receipt by you and your organisation please contact the Dymocks Corporate team immediately on 1300 554 268.

Gift Card and Order Activation

You will receive an automated email containing gift card order activation information from Dymocks. Please ensure you retain this information securely to enable you to activate your gift card order.

You will receive information with your gift card order delivery that will contain gift card and order activation information. Please read this information and follow the steps outlined in the instructions.

It is the responsibility of you and the nominated delivery recipient to ensure that your gift card order is stored in a safe and secure place once received regardless of whether the gift cards and order is activated.

Please check your gift card order carefully prior to distributing any gift cards or in the case of some orders, activating the order. If you find a discrepancy, do not distribute any gift cards or activate the order. Please contact the Dymocks team immediately on 1300 554 268.

Order Cancellations

Dependent on your Dymocks gift card order, stage of order production and progress of your order, once submitted there will be no option to cancel your order.

Dymocks reserves the right to cancel an order if it is not paid for in full within 30 days of the original order date or is deemed by Dymocks to be fraudulent.

Dymocks reserves the right to decline a cancellation request for any other reason at the absolute discretion of Dymocks Corporate.

Please note that cancellation fees and charges may apply.

Privacy

The Dymocks Privacy Policy applies to information which you provide to us. The Privacy Policy can be viewed at <http://www.dymocks.com.au/Help/PrivacySecurity.aspx>.

Limited Liability

Except to the extent required by law, neither Dymocks nor its related bodies corporate, affiliates, directors, officers, employees, agents, service providers, or other contractors will be liable for any losses, damages, liabilities, claims or expenses (including legal costs) whatsoever (including negligence), arising out of, or in any way related to, the supply of gift cards or other services considered by these order terms and conditions to you. This limitation applies to all direct, indirect, consequential, special, punitive or other losses, damages, liabilities, claims or expenses you or others may suffer, including for loss of profits, business interruption or loss or corruption of data or information.

Dymocks' liability (in relation to the supply of the Services to you) for a breach of a condition or warranty which is implied by law and cannot be excluded is limited, to the maximum extent possible, to one of the following at Dymocks option: either the supply of the goods or services again or the payment of the cost of having the services supplied again or repaired.

Applicable Law

These order terms and conditions are to be interpreted and enforced in accordance with the laws of New South Wales, Australia. Any disputes arising from your use of the Service are exclusively subject to the jurisdiction of the courts of New South Wales, Australia.

Need more information?

For more information please contact the Dymocks Team on:

Phone: 1300 554 268

Email: corporategiftcards@dymocks.com.au