

## **DYMOCKS CORPORATE SERVICES WEBSITE TERMS & CONDITIONS OF USE**

### **Ownership of the Site**

The owner of the www.dymocks.com.au website and all associated websites linked to www.dymocks.com.au by Dymocks, including www.dymocks.com.hk, www.dymocks.co.nz and any other Dymocks websites globally (collectively, the "**Site**") is Flyer Services Pty Limited ACN 074 571 083 ("**Dymocks**"). In these Terms of Use, the expressions **we**, **us** and **our** are a reference to Dymocks.

### **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.

### **Amendments to Terms of Use**

We may, in our sole discretion, amend these Terms of Use at any time. By continuing to use the Site following any such amendments, you agree to the Terms of Use, as amended.

### **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.

## **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 invoice<sup>4</sup>. 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.

## **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.

## **Registered Users**

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

## **Restrictions on use**

Without our prior written consent, you may only access the Site for your personal, non-commercial use. You are authorised to print a copy of any information contained on the Site for those purposes only, unless such printing is expressly prohibited. Without limiting the foregoing, you may not without our prior written consent on-sell information obtained from the Site. You must not engage in any conduct that restricts or inhibits any other user from using or enjoying the Site.

You must not obscure or misrepresent your geographical location, forge headers, use proxies, use IP spoofing or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send on or through the Site. You must not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You must not violate or attempt to violate the security of the Site, including, without limitation by:

- accessing data not intended for you, including logging into a server or account which you are not authorised to access;
- attempting to probe, scan or test the vulnerability of a system or network to breach security or authentication measures without authorisation;
- using any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site, or in any way reproduce or circumvent the navigational structure or presentation of the Site, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site;
- conducting a reverse look-up, tracing or seeking to trace any information on any other user or visitor to the Site, or any other customer of Dymocks, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal information, other than your own information, as provided for by the Site;

- taking any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or our systems or networks, or any systems or networks connected to the Site or to our systems or networks;
- disrupt network nodes or network services or otherwise restrict, inhibit, disrupt or impede our ability to monitor or make available the Site;
- forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;
- attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of "denial of service" attacks, overloading, "flooding", "mailbombing" or "crashing"; or
- taking any action in order to obtain services to which you are not entitled.

### **Copyright**

Copyright in the Site (including titles, text, graphics, logos, icons, sound recordings and software) is owned or licenced by us. Except as permitted by the Copyright Act 1968 (Cth) (and similar legislation which applies in your location) or expressly permitted by these Terms of Use, you may not:

- adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Site; or
- commercialise any information, products or services obtained from any part of the Site; without our prior written consent.

### **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.

## **Public Domain**

Some of the literary works offered on the Site have been identified as being in the public domain by certain content providers. We do not verify the accuracy of public domain designations and is not liable for any damage that may result from the downloading or other use of such literary works by you. If you do not reside in the relevant jurisdiction for which the public domain designation has been made, it is your responsibility to check the laws of your country of residence prior to downloading or accessing such literary works.

## **Monitoring**

We may monitor usage of the Site to determine compliance with these Terms of Use.

## **Access**

We may immediately terminate your access to the Site and/or delete your user account without notice. The disclaimer in these Terms of Use survives any such termination or deletion. You agree that your only right with respect to any dissatisfaction with the Site is to cease using the Site and to delete your account.

## **Specific warnings**

You must take precautions to ensure that the process which you adopt for accessing the Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your computer system. To avoid doubt, we do not accept responsibility for any interference or damage to your computer system which arises in connection with the Site or any linked website.

We do not warrant the accuracy, adequacy or completeness of the information appearing on the Site, nor do we undertake to keep the Site updated. We do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of such information.

You acknowledge that, despite reasonable precautions on our part, there is a risk of unauthorised access to or alteration of your transmissions or data or of information contained on your computer system or the Site. We do not accept responsibility or liability of any nature for any such losses which you may sustain as a result of such activity.

## **Security of information**

Unfortunately, no data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which is transmitted to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information. Further details of our security policy can be found at the following link: <http://www.dymocks.com.au/Help/PrivacySecurity.aspx#security>

## **Disclaimer**

We do not accept responsibility for any loss or damage, however caused (including through negligence), which you may suffer in connection with your use of the Site or any linked website, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through the Site.

To the extent permitted by law, any condition or warranty which would otherwise be implied into these Terms of Use is excluded. If legislation implies any condition or warranty, and that legislation voids or prohibits us from excluding or modifying any such term, that term will be deemed included in these Terms of Use.

We will not be liable to you for indirect or consequential loss (including without limitation for loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind) or loss or corruption of data, in contract,

tort, under any statute or otherwise arising from or connected to the Site or these Terms of Use.

Nothing in this disclaimer is intended to limit or exclude any liability that cannot be lawfully excluded.

### **Guarantees**

*Our goods 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 compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.*

Our liability to you under the above guarantees in respect of goods purchased by you from the Site is limited, at our option, to one or more of the following:

- in the case of services:
  - the resupply of the services; or
  - the payment of the cost of resupply; and
- in the case of goods:
  - the replacement of the goods;
  - the supply of equivalent goods;
  - the repair of the goods;
  - the payment of the cost of replacing the goods (or of acquiring equivalent goods); or
  - the payment of the cost of having the goods repaired.

The benefits of the guarantees above are in addition to other rights and remedies which you may have at law in respect of the goods or services to which those guarantees relate. The guarantees above are given by Flyer Services Pty Ltd of Level 6, 428 George Street, Sydney NSW 2000 (**Dymocks**). Dymocks may be contacted by telephone on 02 9224 0411 or by email addressed to the following address: [help@dymocks.com.au](mailto:help@dymocks.com.au).

To claim against the guarantees above you must contact us by sending an email addressed to the following address: [help@dymocks.com.au](mailto:help@dymocks.com.au). The email must contain the following information:

- details of the goods purchased
- the date that the goods were purchased
- the receipt or transaction number for the purchase
- your complaint
- what you believe will resolve your complaint

Any claim under the above guarantees must be made as soon as reasonably practicable after ordering the goods but in any event within 12 months of purchase in the case of consumer electronics and within 30 days of purchase for all other goods. Dymocks will investigate your claim within a reasonable time after receiving an email complying with the requirements above. You may be required to provide to Dymocks additional information and to send the goods back to Dymocks, at your cost. Where Dymocks establishes that the goods are defective, Dymocks will reimburse the costs that you incurred in sending the goods to Dymocks. In addition, any reasonable costs incurred by you in successfully claiming against the above guarantees will be reimbursed by Dymocks.

### **Indemnity**

You agree to defend, indemnify and hold harmless Dymocks and its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, demands, damages, costs, liabilities, losses and expenses (including reasonable legal fees) arising out of your use of the Site.

**Linked websites**

The Site may contain links to other websites (linked websites). Those links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with linked websites. Our links with linked websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on, those linked websites, unless and to the extent otherwise indicated.

**Third party content**

Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties are those of the respective authors or distributors and not of Dymocks. In many instances, the content available through the Site represents the opinions and judgments of the respective content provider. We neither endorse nor are responsible for the accuracy or reliability of any opinion, advice or statement made on the Site by anyone other than authorised Dymocks spokespersons while acting in their official capacities.

**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>

**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.

**General**

We accept no liability for any failure by us to comply with these Terms of Use where such failure is due to circumstances beyond our control.

The non-exercise or delay in performance of a right under these Terms of Use does not constitute a waiver. If we waive any rights available to us under these Terms of Use on one occasion, it does not mean that those rights will automatically be waived on any other occasion.

Headings in these Terms of Use are for convenience only and do not affect interpretation.

If any of these Terms of Use are held to be invalid, unenforceable or illegal for any reason, the remaining Terms of Use will continue in full force.