

## VII CORPORATE GIFT CARD SERVICES

### GIFT CARD ORDERING TERMS AND CONDITIONS

#### 1. Acceptance

These terms and conditions form a legally binding agreement between you and Vii Corporate, a division of Vii Pty Limited (ABN 83 619 963 263) ("Vii Corporate", "we" or "us") in relation to you and your organisations participation and utilisation of the Vii Corporate Gift Card Service.

You accept these Order Terms and Conditions that maybe amended from time to time;

- when you register your personal business contact information and company
- each and every time you place a Gift Card order with the Vii Corporate Gift Card Service
- each time you, your business or any person who purports that they act on your or your organisations behalf utilises the Vii Corporate Gift Card Service regardless of whether such action is authorised or not.
- Vii Corporate provides the Vii Corporate Gift Card Service and associated services to you and your organisation in a service agency capacity acting on behalf of various organisations that own and manage Gift Card and stored value programs. Vii Corporate is a provider of Gift Card ordering and in some instances payment and fulfilment services only.

These Order Terms and Conditions are in addition to any terms and conditions that apply to the use of Gift Cards available through the Vii Corporate Gift Card Service and any specific ordering terms and conditions that apply to the Gift Cards from the providers, owners and managers of the said Gift Card programs.

If you decline to accept these terms and conditions, do not register your business or place an order for Gift Cards with Vii Corporate.

Additional terms and conditions that apply to Gift Cards and or ordering Gift Cards available through the Vii Corporate Gift Card Service can be located at each relevant Gift Card page on the Vii Corporate Gift Card Service website located at [www.giftcardrewards.com.au](http://www.giftcardrewards.com.au).

#### 2. Changes to Order Terms and Conditions

These are the current Vii Corporate Gift Card Ordering Terms and Conditions. Vii Corporate reserves the right to change any of the terms contained in these Order Terms and Conditions when and where a change is required:

- To add or remove a participating Gift Card program and Vii Corporate Gift Card portfolio partner;
- To comply with any agreement, contract, law, regulation or statute; or
- For systems, administrative or operational reasons to ensure security and maintenance of the Vii Corporate Gift Card Service or to prevent the occurrence of fraud or other unlawful or unacceptable conduct;
- We may at any time vary these terms and conditions by publishing the varied terms and conditions on this website. Where a change may result in an unfair burden being placed on

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 [www.giftcardrewards.com.au](http://www.giftcardrewards.com.au) or by contacting 1300 554 268.

### 3. Approved Use

You may use Gift Cards purchased through the Vii Corporate Gift Card Service for the following purposes:

- Reward and recognition program(s)
- Loyalty and customer programs
- Consumer and trade promotions
- Incentive programs
- 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
- Charity and fundraising programs
- Prizes and Gifts
- Emergency and social relief
- If you are unsure of the application and use of Gift Cards purchased through the Vii Corporate Gift Card 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 Vii Corporate who may in turn be required to seek approval from the relevant Gift Card portfolio member. Approval for uses outside of the stipulated approved uses will not be unreasonably withheld.

### 4. Materials and Trade Marks

You must obtain written approval (by mail, e-mail or facsimile) from either the Vii Corporate Gift Card Portfolio member ("portfolio member") who is the owner and manager of the relevant Gift Card program you wish to include in your promotion or in some instances directly from Vii Corporate. Approval must be requested on each occasion you propose to use any or all of the 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 the portfolio member or where relevant Vii Corporate with copies of any promotional material or other communications that you propose to issue in relation to any Gift Cards purchased through us.

In addition to any specific approval requirements that a portfolio member may have, if approval to utilise trademarks and or images is provided in relation to the Gift Cards in your promotion or offer, neither Vii Corporate nor the selected portfolio member who is the owner and manager of the relevant Gift Card program is the promoter. 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 the portfolio member, Vii Corporate or Vii Pty Limited.

Any promotional material must be provided to the portfolio member and or Vii Corporate prior to publication or issue for review and approval. You agree to withdraw or amend any material if we request so. We will only make such a request if we reasonably consider that the promotional material may have a detrimental impact to the reputation or commercial interests of portfolio partners, Vii Corporate and or Vii Pty Limited.

Portfolio members, Vii Corporate and Vii Pty Limited have rights in registered and unregistered trademarks, other marks, devices and images, which are protected by law. Except as expressly authorised in writing by a portfolio member or us the use of any of the trademarks is strictly prohibited. Neither registration of your company or placement of a Gift Card order through the Vii Corporate Gift Card Service authorises you to utilise the trade marks.

You must obtain a copy of the appropriate marketing approval brief form from the relevant Vii Corporate Gift Card Portfolio member or in some instances Vii Corporate, complete the required information and forward to the relevant party for review. A marketing brief approval form can be obtained from the relevant Gift Card product page located at [www.giftcardrewards.com.au](http://www.giftcardrewards.com.au), by calling Vii Corporate on 1300 554 268 or e-mailing [viicorporate@vii.com.au](mailto:viicorporate@vii.com.au)

For the avoidance of doubt, submission of a marketing approval brief to a Vii Corporate Gift Card Portfolio member or Vii Corporate does not guarantee automatic approval to use trademarks, images or references in any promotion.

#### 5. Resale of Gift Cards

Under no circumstances is the resale or on-selling of Gift Cards purchased through the Vii Corporate Gift Card Service permitted. This includes, but is not limited to, resale or on-selling to staff, team members or third parties except as agreed with Vii Corporate in writing.

#### 6. Company Registration

In order to enable you and your organisation to order Gift Cards from the Vii Corporate Gift Card Service, you must first register your business. To register, complete the registration process at [www.giftcardrewards.com.au](http://www.giftcardrewards.com.au) and submit your registration online. Once your registration is approved you will receive login details via e-mail consisting of a username and a temporary password to enable you to login to the Vii Corporate Gift Card Service and confirm your registration.

If you do not have access to the website located at [www.giftcardrewards.com.au](http://www.giftcardrewards.com.au) or do not wish to register online you can request a registration form by e-mailing the Vii Corporate Team at [viicorporate@vii.com.au](mailto:viicorporate@vii.com.au) or by calling Vii Corporate on 1300 554 268.

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

If you refuse or are unable to supply information that is required to register you and your business, service your account and fulfil a Gift Card order;

If we consider the registration to be fraudulent;

If your business is already registered; or

For any other reason at the absolute discretion and determination of Vii Corporate

## 7. Ordering

Placement of an order with Vii Corporate by you is an irrevocable offer by you and your organisation to purchase the Gift Cards you have specified and ordered. Vii Corporate is not obligated to accept your order and we may accept or reject your Gift Card order for any reason, including suspected fraud, unavailability of any product, an error in the price or the product description or an error in your order.

The contract with Vii Corporate for the ordering and purchase of Gift Cards specified in your order only becomes binding only once we have accepted your order and receipt of your payment has been confirmed. You will receive an order summary statement as acceptance of your order from Vii Corporate. You will receive a tax invoice(s) from Vii Corporate and/or the relevant Vii Corporate Gift Card Portfolio member as determined by the composition of your Gift Card order. 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 Vii Corporate Gift Card Service customer, login to the service at [www.giftcardrewards.com.au](http://www.giftcardrewards.com.au), complete and submit a Gift Card order. You can also request an order form by contacting Vii Corporate on 1300 554 268 or e-mailing your request to [viicorporate@vii.com.au](mailto:viicorporate@vii.com.au)

Orders must be complete and submitted to Vii Corporate before 4.00pm AEST. Orders received after this time will be deemed received the next business day. Orders received after 4.00pm on a Friday will be processed the next business day. In the instance of an order being received after 4.00pm 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 Victoria

Orders will be processed and delivered within the time frames stipulated by the Vii Corporate Gift Card Portfolio members. For time frames please refer to the relevant terms and conditions for each Gift Card located at [www.giftcardrewards.com.au](http://www.giftcardrewards.com.au). In the case of orders that are directly processed and delivered by Vii Corporate please allow four (4) to six (6) business days from the date payment is received by Vii Corporate

Orders are subject to acceptance and confirmation by the Vii Corporate Gift Card Service.

## 8. 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
- Issuance fees
- 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), Cheque or Credit Card including MasterCard, Visa, Diners Club and American Express. If you pay by cheque, please allow 5 working days for cheque clearance once the cheque is received before your order is processed.

Orders will not be processed until payment is cleared.

Fees and Charges - Please be aware that the order value and charges displayed on the Vii Corporate Gift Card Order Statement may vary from the invoice(s) you receive due to bank fees associated with Gift Card orders where credit card has been selected as the payment method. If bank fees are applicable for credit card transactions they will be clearly displayed on your invoice(s).

#### 9. Discount on Gift Card price

Negotiated or applicable discounts.

Vii Corporate, at its absolute discretion, may agree to offer a discount on the face value price of Gift Cards and or any applicable issuance fee(s) payable by you for Gift Cards contained within an order. The calculations of the discount may be based on a minimum order value or on a forecasted annual spend on specific Gift Cards contained within the Vii Corporate Gift Card portfolio. Vii Corporate in conjunction with Vii Corporate Gift Card portfolio partners reserves the right to withdraw or decrease any agreed discount where there is a decrease in the value and frequency of forecast orders placed by you.

Vii Corporate may also stipulate that a nominated and negotiated method of payment is required for a discount to apply. The nominated and negotiated method(s) of payment will be the only method(s) of payment accepted for Gift Card orders placed by you.

A negotiated and applicable discount is only valid when official orders are placed through the Vii Corporate Gift Card Service website.

#### 10. 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

Unless otherwise displayed delivery fees are GST inclusive

Bank charges for payments processed by Vii Corporate are GST inclusive

Ultimate Gift Card issuance fee(s) are GST inclusive

Any applicable cancellation charges are inclusive of GST.

#### 11. 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 Vii Corporate team immediately on 1300 554 268.

## 12. Gift Card and Order Activation

Dependant on the composition of your Gift Card order there maybe various methods of activation for the Gift Cards contained in your Vii Corporate Gift Card Order. Please refer to the relevant terms and conditions pertaining to the Gift Cards you have ordered for details. These can be found at [www.giftcardrewards.com.au](http://www.giftcardrewards.com.au)

You will also receive information with your Gift Card order delivery that may contain any pertinent Gift Card and order activation information.

Gift Card orders managed and delivered by Vii Corporate 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 Vii Corporate team immediately on 1300 554 268.

## 13. Order Cancellations

Dependant on the composition of your Vii Corporate Gift Card order, stage and progress of your order, once submitted there may be an option to cancel your order. Please refer to the relevant terms and conditions pertaining to the Gift Cards you have ordered for details. These can be found at [www.giftcardrewards.com.au](http://www.giftcardrewards.com.au). Part orders cannot be cancelled.

Vii Corporate 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 Vii Corporate to be fraudulent.

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

Please note that cancellation fees and charges may apply.

## 14. Privacy

Safeguarding your personal business contact and company information is important us. Vii Corporates Privacy Pledge is that information provided to us by you will only be used in relation to Vii Corporate Gift Card Services and the provision of those services to you and your company. We are fully committed to protecting your privacy and complying with the Privacy Act 1988 (Cth) and all other applicable privacy laws.

Vii Corporate provides the Vii Corporate Gift Card Service and associated services to you and your organisation in an agency capacity acting on behalf of various organisations that own and manage Gift Card and stored value programs. In order to do this, Vii Corporate, Vii Pty Limited and any related bodies corporate are required to collect your personal business contact and company information (such as your name, address, contact details and order information) when you use the Vii Corporate Gift Card Service or otherwise deal with us in relation to your corporate Gift Card orders and requirements.

You or any other registered company contacts can request access to the personal business contact and company information that we hold relating to that individual. You can also amend personal business contact and company information at any time by contacting Vii Corporate on 1300 554 268 or emailing us at [viicorporate@vii.com.au](mailto:viicorporate@vii.com.au) The full Vii Corporate Privacy and Security Notice can be viewed at [www.giftcardrewards.com.au](http://www.giftcardrewards.com.au)

#### 15. Limited Liability

Except to the extent required by law, neither Vii Corporate which is a division of Vii Pty Limited or its 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. 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.

Vii Corporates liability 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 Vii Corporates option. Either the supply of the goods or services again or the payment of the cost of having the services supplied again or repaired

#### 16. Disclaimer

You expressly acknowledge and agree that Vii Corporate does not control the information specific to Gift Cards and the Gift Card programs represented by the Vii Corporate Gift Card Service. Vii Corporate is therefore not responsible or liable for any information provided by the managers and owners of the Gift Card programs, their opinions or their behaviour, including any information or advice provided by them.

#### 17. Applicable Law

These order terms and conditions are to be interpreted and enforced in accordance with the laws of Victoria, Australia. Any disputes arising from your use of the Vii Corporate Gift Card Service are exclusively subject to the jurisdiction of the courts of Victoria, Australia

#### 18. Need more information?

For more information please contact the Vii Corporate Team on: Phone: 1300 554 268 Mail: Level 7, 440 Elizabeth Street, Melbourne Victoria 3000 Email: [viicorporate@vii.com.au](mailto:viicorporate@vii.com.au)