

## 1. Introduction

Vii Pty Limited ABN 83 619 963 263 is the issuer of the Ultimate Gift Card. Any reference to 'we' or 'us' is a reference to Vii Pty Limited. The Ultimate Gift Card remains the property of Vii Pty Limited, and is not for resale.

Please read these terms and conditions carefully before using the Ultimate Gift Card. For enquiries regarding your Ultimate Gift Card and further information on the Terms and Conditions, please visit [www.giftcardultimate.com.au](http://www.giftcardultimate.com.au) or call 1300 554 268.

## 2. Accepting the Ultimate Gift Card and agreeing to these Terms of Use.

By using or attempting to use the Ultimate Gift Card to purchase or acquire goods or services you accept and agree to be bound by these Terms of Use.

## 3. Ultimate Gift Card Inclusions & Exclusions

### 3.1 Inclusions

Subject to a Retailer's acceptance, the Ultimate Gift Card can be used to make purchases of goods and services at retail outlets in Australia that accept EFTPOS.

### 3.2 Exclusions

The Ultimate Gift Card cannot be used for:

- Any online purchases and transactions
- Purchases initiated by phone, email, post or fax
- Service ATM's for cash out or bill payment

## 4. Transactions made with the Ultimate Gift Card

### 4.1 How and where you can use the Ultimate Gift Card

It is up to each individual retailer as to whether or not they choose to accept use of the Ultimate Gift Card or payment with the Ultimate Gift Card for any goods or services.

You acknowledge that the Ultimate Gift Card may not be used:

- a) to access cash;
- b) to purchase goods or services that a retailer is not permitted to supply to you (for example, a retailer cannot by law sell alcohol to you if you are under 18 years of age);
- c) for purchases over the Internet or by email, phone or fax.

### 4.2 Purchases with your Ultimate Gift Card

Select goods in your participating store and take them to the point of sale operator with your Ultimate Gift Card. The operator will instruct you to swipe your Ultimate Gift Card in the pin pad, and then select "Savings" Account and enter the Access PIN into the pin pad. The transaction will be completed when the balance has reduced on your Ultimate Gift Card. No change will be given; any remaining balance on the Ultimate Gift Card can only be used in whole or part against future purchases.

You agree that we can reduce the Remaining Card Value by the value of all purchases of goods and services that are authorised by you. Transactions are authorised by you by:

- a) swiping your Ultimate Gift Card and entering your Access PIN, or allowing an operator or other person to do so, at an electronic point of sale terminal at a participating retailer.

When you authorise a transaction:

- a. you are confirming that the transaction correctly represents the purchase price of the goods or services obtained; and
- b. you are agreeing to pay the amount of that transaction by the reduction of the Remaining Card Value.

### **4.3. Purchases exceeding the Ultimate Gift Card value**

Your Ultimate Gift Card may only be used to make purchases up to the Remaining Card Value. If you wish to make a purchase for an amount that exceeds the Remaining Card Value, and subject to the Retailer's acceptance, you must pay the excess using another payment method.

### **4.4. No cash advances**

You cannot obtain any cash advance with your Ultimate Gift Card or redeem your Ultimate Gift Card for cash.

### **4.5. Validity and expiry of Ultimate Gift Cards**

Your Ultimate Gift Card will be valid for use for three years from date of issue. Any balance that remains on an Ultimate Gift Card after three years from the date the Ultimate Gift Card was issued will not be available for use as the Ultimate Gift Card has expired.

### **4.6. Replacement of faulty or damaged Ultimate Gift Cards**

Replacement of faulty or damaged Ultimate Gift Cards is not available unless the Ultimate Gift Card(s) are proven to be faulty or damaged as a result of the production process. If required, you will need to return the Ultimate Gift Card and then the replacement Ultimate Gift Card will be sent to you within 10 business days.

### **4.7. Lost or stolen Ultimate Gift Cards**

Treat your Ultimate Gift Card like cash. Vii Pty Limited is not responsible for replacing lost or stolen Ultimate Gift Cards. Lost or stolen Ultimate Gift Cards will not be replaced.

### **4.8. Checking your Ultimate Gift Card balance and transaction history**

You can check your Ultimate Gift Card balance, expiry date and transaction history at any time by visiting [www.giftcardultimate.com.au](http://www.giftcardultimate.com.au) and following the prompts.

## **5. Your Ultimate Gift Card, your responsibility**

You are responsible for the use and safety of your Ultimate Gift Card. You are liable for all transactions on your Ultimate Gift Card, except to the extent to which there has been fraud or negligence by us or by any of our employees.

## **6. Changes to Terms of Use**

We reserve the right to change any of the terms contained in these Terms of Use at any time where the change is required;

- a) to add or remove how or where the Ultimate Gift Card may be redeemed;
- b) to add or remove goods or services which may be purchased with the Ultimate Gift Card;
- c) for infrastructural, systems, administrative or operational reasons or to prevent the occurrence of fraud or other unlawful or unacceptable conduct;
- d) to comply with any contract, law, regulation or statute or order or judgment of any court, tribunal or other body having competent jurisdiction; or
- e) where we, acting reasonably, consider that it will not be to your detriment.
- f) Changes to these Terms of Use will be available at [www.giftcardultimate.com.au](http://www.giftcardultimate.com.au).

## **7. Errors and complaints**

### **7.1. Ultimate Gift Cards**

If you have reason to believe that an error has occurred in relation to your Ultimate Gift Card, you should call 1300 554 268.

### **7.2. Goods or services**

Any complaints about goods or services purchased with an Ultimate Gift Card must be resolved directly with the retail store concerned. We will bear no responsibility for resolving such disputes, or for the dispute itself.

## **8. Force majeure**

To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Terms of Use, for failure to observe or perform any of our obligations under these Terms of Use for any reason or cause which could not, with reasonable diligence, be controlled or prevented. These causes include, but are not limited to, acts of God, acts of nature, acts or omissions of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage, and other acts or omissions of third parties.

## **9. General**

Upon redeeming value from your Ultimate Gift Card to acquire goods or services, you agree to release Vii Pty Limited and our affiliates from any and all liability in respect of the amount of Remaining Card Value that is redeemed in the acquisition or purchase of such goods or services, as the case may be.

We assume no responsibility for any loss of whatever nature resulting from the redemption of the Remaining Card Value or the use of the Ultimate Gift Card.

Fraud and abuse relating to the redemption of Remaining Card Value or the use of the Ultimate Gift Card may result in forfeiture of the Remaining Card Value as well as cancellation of your Ultimate Gift Card.

You are solely responsible for any government tax, duty or other charge imposed by law in Australia and in any other country in respect of your Ultimate Gift Card, your use of the Ultimate Gift Card or the redemption of the Remaining Card Value.

All questions and disputes regarding eligibility for your Ultimate Gift Card or your use of the Ultimate Gift Card including the redemption of part or all of the Remaining Card Value will be resolved by us at our sole discretion. Any such requests must be brought to our attention and resolved within 3 months.

Our failure to enforce a particular term or condition does not constitute a waiver of that term or condition by us.

## **10. Applicable law**

These Terms of Use are to be construed and enforced in accordance with the laws of Victoria, Australia. Any dispute arising from your receipt or use of an Ultimate Gift Card is exclusively subject to the jurisdiction of the courts of Victoria, Australia (including the Federal Court of Australia, Victoria Registry).