

These Gift Card Order Terms & Conditions (“Order Terms & Conditions”) apply to Gift Cards sold by Edge Loyalty Systems Pty Ltd or any of its businesses or subsidiaries.

Document Definitions

“ELS”, “we” or “us” means Edge Loyalty Systems ABN 96 138 299 288 of Level 1, 500 Chapel St, South Yarra, Victoria 3141;

“You” or “your business” means a corporation, partnership or other legal entity that orders Gift Cards from ELS through a person having actual or apparent authority to do so;

“ELS Corporate Gift Card program” is a Gift Card buying service provided by ELS Pty Ltd and their supplier partners;

“ELS Corporate Services” is a business unit of ELS and is responsible for managing and operating the ELS Corporate Gift Card program;

“Delivery Recipient” is the individual to whom the Order is to be delivered, as nominated by you in the Order;

“Gift Card” means any gift card provided by ELS, including but not limited to eftpos gift cards, master cards, retail specific gift cards, digital gift cards and plastic gift cards.

“Gift Card Accompanying Documentation” is any documentation that accompanies a Gift Card Order and which contains important information in relation to that Gift Card;

“Gift Card Order Form” means the form of that name, which you must complete to place an Order;

“Issue Confirmation” is a summary of the Gift Cards dispatched to you together with your Order;

“Order” is a request by you to purchase one or more Gift Card(s), which involves the Gift Card(s) being loaded with monetary value and other information and dispatched to a nominated Delivery Recipient;

“Order Number” is a unique number used to identify a specific Order; and

“Tax Invoice” summarises an Order including all costs and applicable GST charges.

Table of Contents

Gift Card Order Terms & Conditions	1
Document Definitions.....	1
1) Acceptance	2
2) Changes to Order Terms and Conditions	2
3) Information.....	2
4) Approved Purpose and Materials	2
5) On Selling	3
6) Funds	3
7) Company Registration	3
8) Ordering.....	3
9) Price and Payment.....	4
10) Discount on price.....	4
11) Terms of discount	4
12) Goods and Services Tax (GST)	5
13) Delivery (Physical Gift Cards)	5
14) Gift Card Activation and Redemption	5
15) Order Cancellations, Refunds and Exchanges.....	5
16) Fullfillment	6
17) Artwork.....	6
18) Privacy.....	6
19) Responsibility and Risk	6
20) Trade Marks	6
21) Disclaimers and Limitation of Liability	7
22) Applicable Law	7

1) Acceptance

- a. These Order Terms and Conditions form a legally binding agreement between you and ELS in relation to your participation in the ELS Gift Card program.
- b. You accept these Order Terms and Conditions, as amended from time to time: 1) when you register your business, 2) each time you or any representative of your business places an Order and 3) each time your business or any person who purports to act on your behalf or is in possession of a Gift Card ordered by you participates in the ELS Gift Card program, regardless of the manner of participation and whether such participation is authorised or not
- c. You are welcome to print a copy for your records.
- d. If you do not accept these Order Terms and Conditions, do not register your business or place an Order.
- e. ELS Corporate Services is a supplier of Gift Cards. When you use the Gift Cards in your promotion or offer, ELS is not the promoter, unless a specific and separate promotional agreement has been entered into. The terms and conditions associated with any program utilising Gift Cards must clearly stipulate that the program, including the issue of Gift Cards, is managed by you (as the "promoter" in the case of a prize draw or similar competition) and is in no way endorsed or supported by ELS or any participating gift card partners.
- f. These Order Terms and Conditions are in addition to any terms that apply to the use of a Gift Card. The terms and conditions that apply to the use of a Gift Card ("Terms of Use") are available: 1) online at <http://www.giftcardplanet.com.au/disclaimer.php> or 2) by calling 1 300 718 685.

2) Changes to Order Terms and Conditions

- a. As the distributor of a Gift Cards from open loop and closed loop gift card issuers, ELS has no direct control over the stores at which ELS Gift Cards can be redeemed at into the future.
- b. ELS reserves the right to make changes to your gift card order:
 - i. For infrastructural, systems, administrative or operational reasons or to prevent the occurrence of fraud or other unlawful or unacceptable conduct;
 - ii. To comply with any contract, law, regulation or statute or order or judgment of any court, tribunal or other body having competent jurisdiction; or
 - iii. Where we, acting reasonably, consider that it will not be to your detriment or provide you with notice appropriate to the change having regard to any detriment that may be caused.
- c. Changes to these (and the most recent version) Order Terms and Conditions will be available online at www.giftcardplanet.com.au/corporateterms or by contacting 1300 718 685.

3) Information

- a. When you provide us with any information, such as registration details or order details, you are representing and warranting to ELS that all of the information provided is correct and you indemnify ELS for any losses, costs, expenses or damages that we may suffer if any of the information is not correct.

4) Approved Purpose and Materials

- a. Subject to any written agreement between you and ELS, you may use Gift Cards for:
 - i. Reward and recognition program(s)
 - ii. Loyalty programs
 - iii. Trade and consumer promotions
 - iv. Incentive programs
 - v. Programs operated as a third party service provider for marketing and program services on behalf of various corporations and businesses in Australia
 - vi. Charity and fundraising programs
 - vii. Prizes and Gifts
- b. Gift cards redeemable for alcohol are not permitted to be supplied to persons under 18 years of age.

- c. Gift Cards with an individual load value of \$5000 or more require that additional 'Know Your Customer' regulations be satisfied. This involves capturing relevant information relating to the end recipient of the Gift Card. You must contact ELS if you wish to load a card with this value.
- d. You must provide ELS with copies of any promotional material or other communications (including those issued to employees of your business) that you propose to issue in relation to Gift Cards. Such material must be provided to ELS at least 7 days prior to publication or issue, and you agree to withdraw or amend any material if we request it within 7 days of receiving the material. We will only make such a request if we reasonably consider that the material is detrimental to the reputation or commercial interests of ELS or compromises third party licensing regulations.
- e. You must include the Gift Card Terms of Use in the main body of the terms & conditions of your program(s) utilising Gift Cards. The Terms of Use may be obtained from ELS Corporate Services.
- f. At a minimum, the terms of use must include:
 - i. Gift card value
 - ii. Activation steps and activation expiry periods
 - iii. Redemption steps and redemption expiry periods.
- g. The terms of use in f) must be clearly communicated to the recipient of your Gift Cards at the time that you distribute the Gift Cards to the recipient.
- h. ELS will not be held liable for the recipients of your gift cards failing to activate or redeem their gift cards within the specified time frames.
- i. Any concerns directed to ELS by the recipients of your Gift Cards that relates to the failure (either on your or your recipients behalf) to activate or redeem a Gift Card within the required period will be directed back to You for resolution.
- j. Bulk activation is not allowed prior to distribution. Gift cards must be activated by the end recipient.

5) On Selling

- a. Under no circumstances are you permitted to on-sell or re-sell Gift Cards to staff, team members or third parties except as agreed with ELS in writing.

6) Funds

- a. Payments made in relation to the load value of the Gift Cards are held in and secured by an Authorised Deposit Taking Institution (not ELS) until such time as the Gift Card expires.

7) Company Registration

- a. Before an Order can be placed, you must first register your business with ELS Corporate Services. To register complete the Registration form provided to you by your ELS Sales Executive or Account Manager.
- b. ELS reserves the right to decline or terminate a registration:
 - i. If we consider the registration to be fraudulent;
 - ii. If you refuse or are unable to supply information that is required to service your account and/or fulfil an Order;
 - iii. If your business is already registered; or
 - iv. For any other reason at the absolute discretion of ELS.w
- c. Registration information is stored in a safe and secure environment.

8) Ordering

- a. Placement of an Order by you is an irrevocable offer by you to purchase the Gift Cards you have ordered. ELS is not obliged to accept your Order and we may accept or reject your Order for any reason, including suspected fraud, unavailability of any product, failure to provide proof of age, an error in the price or the product description or an error in your Order.

- b. The contract with ELS, as the case may be, for the purchase of Gift Cards described in your Order only becomes binding on ELS when we issue the invoice.
- c. Gift Cards will not be able to be activated until payment is received.
- d. Corporate Services will issue a Tax Invoice at the time of processing your Order. Invoices will be emailed to your registered contact.
- e. Gift Card Order delivery time frames from ELS to You apply only once any Gift Card artwork requirements have been approved by You and ELS.
 - i. Orders under 1000 Gift Cards will be processed and dispatched within approximately seven (7) business days of artwork confirmation (eftpos only).
 - ii. Orders over 1000 Gift Cards are subject to an agreed schedule between you and ELS.
- f. All Gift Card artwork must comply with ELS and Card Issuer regulations and requirements.
- g. Orders are subject to confirmation and acceptance by ELS Corporate Services.
- h. It is your responsibility to satisfy yourself with your order delivery. Once you have received the gift cards, ELS is not liable for the misuse of these cards.

9) Price and Payment

- a. Refer to the ELS Pricing Schedule for detailed product and service charges.
- b. For each Order, you will be charged the price of the Gift Cards plus any applicable service charges, such as delivery, and any GST applicable to those services. There is no GST applicable to the face value of Gift Cards.
- c. Orders can be paid for by: Direct Debit, Cheque, MasterCard, Visa, Diners Club and American Express. If you pay by cheque or direct debit, please allow 3 working days for bank clearance.
- d. Payment fees apply to Master Card, Visa Card, Diners Club and American Express.
- e. Cancelled Orders may attract a fee.
- f. Payment must be received in full within 30 days of the Order date, failing which the Order may be cancelled, unless otherwise agreed.
- g. Artwork Fees apply to the application of artwork to Gift Cards.

10) Discount on price

- a. ELS, in their absolute discretion, may agree to offer a discount on the price payable by you for Gift Cards. The calculation of the discount will be based on your forecasted annual spend on individual Gift Cards.
- b. If you wish to discuss your annual order commitment please contact your Account Manager.
- c. ELS reserves the right to withdraw or decrease any discount where there is a decrease in the value and frequency of Orders placed by you.

11) Terms of discount

- a. Subject to clause 10) an offered discount will be applicable for 3 months.
- b. The discount will be reviewed 30 days prior to the expiry of the discount, and any change will be notified to you by ELS.
- c. A discount is only valid when official Orders are placed through ELS Corporate Services.
- d. ELS may also stipulate that a nominated and negotiated method of payment is required for the discount to apply. Such nominated and negotiated methods of payment will be the only method of payment accepted for Orders placed by you.

12) Goods and Services Tax (GST)

- a. GST will not apply to the face value of a Gift Card.
- b. Additional surcharges such as delivery are exclusive of GST.
- c. Cancellation charges are exclusive of GST.

13) Delivery (Physical Gift Cards)

- a. Subject to their availability, Gift Cards will be sent to the Delivery Recipient at the street address nominated on the Gift Card Order.
- b. All Orders are delivered via courier to a nominated delivery address.
- c. In the event that your business does not take delivery of an Order, the Order will be delivered at a time agreed between you and the courier company.
- d. If your Gift Cards are stolen, damaged, or you believe that they have been tampered with prior to receipt by you, you must immediately contact your Account Manager or, failing that, ELS Corporate Services on 1300 718 685.

14) Gift Card Activation and Redemption

- a. The Gift Card will expire if not activated within the agreed term (whereby an activation step applies) and subsequently redeemed within the agreed term.
- b. It is the responsibility of you and the nominated Delivery Recipient to ensure that your recipients are made aware of any Gift Card conditions associated with your Order
- c. An expired Gift Card is no longer available for redemption, refund or credit.

15) Order Cancellations, Refunds and Exchanges

- a. An Order may be cancelled for a fee
 - i. Prior to activation of any cards within the order on the condition that the cards have not passed their activation expiry period.
- b. A Gift Card may be cancelled for a fee
 - i. Prior to activation on the condition that the cards have not passed their activation expiry period.
- c. A Gift Card activation expiry period may, at ELS's absolute discretion, be extended for a fee on the condition that the cards have not yet passed their activation expiry period at the time of the request. Fees apply to any extensions. Extensions are only available for 1 additional month.
- d. All cancellations and replacements must be approved by ELS Corporate Services.
- e. Gift Card Cancellations may result in a Credit Note or the issue of a replacement Gift Card.
 - i. Only the card load value less any cancellation fees are available for credit. Card production fees are not available for refund or credit.
- f. Gift Cards may not be cancelled if the Gift Card has been activated.
- g. ELS Corporate Services reserves the right to decline a cancellation request:
 - i. If the gift card has passed its activation expiry period;
 - ii. If the Gift Cards have already been activated;
 - iii. If the request relates to the cancellation of a part Order; or
 - iv. For any other reason at the absolute discretion of ELS.
- h. After an Order is cancelled, it is the nominated Delivery Recipient's responsibility to return all Unused Gift Cards ordered and the Issue Confirmation to: ELS Gift Card Returns, Level 1, 500 Chapel St, South Yarra, Victoria 3141.
 - i. The cards must be returned to ELS before any applicable credits can be applied.
- i. ELS reserves the right to cancel an Order if it is:
 - i. Not paid for in full within 30 days of the Order Date;
 - ii. Not accepted at the nominated delivery address within 30 days of the dispatch date; or
 - iii. Deemed by ELS to be fraudulent or possibly fraudulent.
- j. To discuss the cancellation of an Order, contact ELS.

16) Fulfillment

- a. If you have engaged ELS to do the fulfilment of your Gift Card program, the following additional terms and conditions apply:
 - i. ELS is not liable for any losses for Gift Cards that do not reach intended recipients due to faults or fraud within the postal system or inaccurate data provided by the Client to ELS.
 - ii. If, however, the client selects an Insured Fulfillment Option, or Registered Post for fulfilment, ELS will bare the costs for Gift Cards that are lost in transit.
 - iii. All fulfilment data provided by YOU to ELS must be provided in the agreed format.

17) Artwork

- a. Artwork may be applied to Gift Cards. Fees apply to the application of artwork to the Gift Cards and to any design services required of ELS to create artwork for your Gift Card.
- b. These flat fees include 2 rounds of review with the Client. Additional rounds of review with the Client relating to the Artwork will incur a fee.
- c. The creation and application of a specialised card back will also incur a fee.
- d. All customised Gift Card artwork requires adherence to the relevant guidelines as instructed by ELS' issuing card partners, e.g. eftpos or Visa.

18) Privacy

- a. We are committed to safeguarding information that is provided to us. When you register with the ELS Corporate Gift Card program, we collect information regarding your individual representative(s) that may be used to process Orders and help us manage your participation in the ELS Corporate Gift Card program. When you place an Order, we collect information that is required to process and fulfil the Order, such as the name of the person placing the Order, Gift Card value, Gift Card type, delivery method, delivery destination and Delivery Recipient.
- b. Information may be shared with specialist service providers to administer the: 1) production and delivery of Gift Cards, 2) Gift Cards website, 3) Gift Card Customer Service Team and 4) activation and redemption of Gift Cards.

19) Responsibility and Risk

- a. Responsibility for the administration of the physical Gift Card(s) passes to you upon delivery of the Gift Cards to your nominated delivery address.
- b. The Gift Cards must be managed as outlined by this document.
- c. Risks and liability pertaining to the inappropriate use of the Gift Card(s) passes to you once the once the product is delivered to the nominated delivery address, e.g. Treat these gift cards like cash. You are liable for the full value of any gift cards misplaced, lost or used inappropriately.
- d. ELS retains ownership of the Gift Cards at all times.

20) Trade Marks

- a. ELS, its partners and subsidiaries have rights in registered and unregistered trade marks, other marks, devices and images, which are protected by law (the "trade marks"). Except as expressly authorised in writing by ELS, the use of any of the trade marks is strictly prohibited.
- b. Neither registration of your company nor placement of an Order through ELS Corporate Services authorises you to utilise the trade marks.
- c. You must obtain written approval (either by e-mail or facsimile) from ELS Corporate Services on each occasion you propose to use any or all of the trade marks in any promotional or marketing material that will be released to consumers, team members, clients or other third parties.

21) Disclaimers and Limitation of Liability

- a. Except to the extent required by law, neither ELS nor their affiliates, directors, officers, employees, agents, service providers, other contractors, successors or assigns will be liable for any losses, damages, liabilities, claims or expenses (including legal costs and defence or settlement costs) whatsoever, whether in contract, tort (including negligence), statute or otherwise, arising out of, or in any way related to, the supply of Gift Cards or other services contemplated 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.
- b. ELS's 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 ELS's option:
 - i. The supply of the goods or services again;
 - ii. The payment of the cost of having the services supplied again.

22) Applicable Law

- a. These Order Terms and Conditions are to be construed and enforced in accordance with the laws of Victoria, Australia. Any dispute arising from your participation in the ELS Gift Card program is exclusively subject to the jurisdiction of the courts of Victoria, Australia (including the Federal Court of Australia, Victoria Registry).