



## Order Terms and Conditions

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### Definitions

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

“**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 distributed by Edge, including but not limited to eftpos gift cards, master cards, retail specific gift cards, digital gift cards and plastic gift cards.

“**Edge Corporate Gift Card program**” is a Gift Card buying service provided by Edge and its supplier partners;

“**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;

“**Gift Card Recipient**” is the end user recipient of a Gift Card as determined by you or the Delivery Recipient.

“**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.

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

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## 1) Acceptance

- a. These Order Terms and Conditions form a legally binding agreement between you and Edge in relation to your participation in the Edge Gift Card program.
- b. Unless otherwise agreed this agreement will last for a period of 12 months.
- c. 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 Edge Gift Card program, regardless of the manner of participation and whether such participation is authorised or not.
- d. You may print a copy of these Order Terms and Conditions for your records.
- e. By registering your business or placing an Order, you accept these Order Terms and Conditions.
- f. Edge is a distributor of Gift Cards. When you use the Gift Cards in your capacity as the promoter of any promotion or offer, Edge shall not be promoter of the promotion or offer. The terms and conditions associated with any program utilising Gift Cards must clearly stipulate that Your Gift Card program, including the distribution 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 Edge, any issuer of the Gift Cards or any participating gift card partners.
- g. These Order Terms and Conditions are in addition to any terms that apply to the supply and 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 1300 718 685.

## 2) Changes to Your Order

- a. Edge 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 Edge, 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.

## 3) Changes to “Client Supply Agreement” or “Order Terms and Conditions”

- a. Edge will provide details of any changes required to Edge’s Supply Agreement with You directly to your primary contact before an Order is placed and accepted.
- b. Any Gift Card “Order terms and conditions” changes will be available at: [http://www.giftcardplanet.com.au/media/1171/ELS\\_GiftCardOrder\\_Terms\\_and\\_Conditions.pdf](http://www.giftcardplanet.com.au/media/1171/ELS_GiftCardOrder_Terms_and_Conditions.pdf)

## 4) Information

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



## 5) On Selling

- a. Under no circumstance are you permitted to on-sell or re-sell Gift Cards to staff, team members or third parties except as agreed with Edge 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 Edge) until such time as the Gift Card expires.

## 7) Company Registration

- a. Edge 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 Edge.
- b. 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. Edge is not obliged to accept your Order and we may accept or reject your Order for any reason, including, but not limited to, 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 Edge, as the case may be, for the purchase of Gift Cards described in your Order only becomes binding on Edge when we issue the invoice.
- c. Gift Cards will not be distributed until payment is received. You are responsible for all enquires relating to Gift Card supplied by Edge.
- d. Edge will issue a Tax Invoice at the time of processing your Order. Invoices will be emailed to your Delivery Recipient.
- e. Orders are subject to confirmation and acceptance by Edge.
- f. It is your responsibility to satisfy yourself with your Order delivery. Once you have received the Gift Cards, Edge is not liable for the misuse of Gift Cards.

## 9) Price and Payment

- a. Refer to the relevant Edge Pricing Schedule for any gift card products distributed by Edge.
- 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, Master Card, Visa, Diners Club and American Express. If you pay by direct debit please allow up to 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. Edge, in its 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 upon your forecasted annual spend on individual Gift Cards.
- b. If you wish to discuss your annual Order commitment, please contact your Client Services Manager.
- c. Edge 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 changes will be notified to you by Edge.
- c. A discount is only valid when official Orders are placed through Edge.
- d. Edge 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 is included within the monetary face value of a Gift Card.
- b. Additional surcharges such as delivery are exclusive of GST.
- c. Cancellation charges charged by Edge or any Gift Card issuer are exclusive of GST.

## 13) Gift Card Activation and Redemption

- a. Edge only distributes Gift Cards to You under the terms of the Gift Card Client Umbrella Supply Agreement.
- b. Gift Cards will expire if not activated or used within the agreed activation period (as applicable).
- c. Gift Cards that have been activated will expire at the end of the agreed redemption period.
- d. It is Your responsibility and the nominated Delivery Recipient to ensure that the Gift Card Recipients are made aware of any Gift Card conditions associated with your Order.
- e. An expired Gift Card is no longer available for redemption, refund or credit.
- f. Edge shall not be responsible for any failure (either by You, the Delivery Recipient or the Gift Card Recipient) to use an Edge product within the specified period.
- g. Any funds remaining on a Gift Card that has expired are forfeited.
- h. Edge products that are used in accordance with the applicable Edge product Terms and Conditions of Use shall not be extended or be refunded.
- i. Gift Card Recipients can activate their physical Gift Cards for free at the URL listed on the back of their Gift Card or on the correspondence provided with their Gift Card.
- j. Digital Gift Cards have their own activation steps provided to the Gift Card Recipient.



## 14) Order Cancellations, Refunds and Exchanges

- a. An Order may be cancelled for a fee
- b. A Gift Card may be cancelled for a fee
- c. All cancellations and replacements must be approved by Edge
- d. 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.
- e. A Gift Card may not be cancelled if the Gift Card has been activated.
- f. Edge reserves the right to decline a cancellation request:
  - i. If the Gift Card(s) has passed its activation expiry period;
  - ii. If the Gift Card(s) has 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 Edge.
- g. 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: Edge Gift Card Returns, Level 1, 500 Chapel St, South Yarra, Victoria, 3141.
  - i. The cards must be returned to Edge before any applicable credits can be applied.
- h. Edge 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 Edge to be fraudulent or possible fraudulent.
- i. To discuss the cancellation of an Order, contact the Edge.

## 15) Privacy

- a. We are committed to safeguarding information that is provided to us. When you register with the Edge Corporate Gift Card program, we collect information regarding your individual representative(s) that may be used to process Orders and help us manage your participating in the Edge 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 place 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) productions and delivery of Gift Cards,
  - 2) Gift Cards website,
  - 3) Gift Card Customer Service Team and
  - 4) activation and redemption of Gift Cards.



## 16) Responsibility and Risk

- a. Responsibility for the administration of the physical Gift Card(s) passes to You upon delivery of the Gift Cards to the 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 product is delivered to the nominated delivery address, i.e. Treat these gift cards like cash. You are liable for the full value of any gift cards misplaced, lost or used inappropriately.
- d. Edge retains ownership of the Gift Cards at all times.

## 17) Trade Marks

- a. Edge, 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 Edge, the use of any of the trade marks is strictly prohibited.
- b. Neither registration of your company nor placement of an Order with Edge authorises you to utilise the trade marks.
- c. You must obtain written approval (either by e-mail or facsimile) from Edge 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.

## 18) Disclaimers and Limitations of Liability

- a. Except to the extent required by law, neither Edge nor their affiliates, directors, officers, employees, agents, service providers, other contractors, successors or assigns will be liable for any losses, damages, liabilities, claims or exposures (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. Edge’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 Edge’s option:
  - i. The supply of the goods or services again;
  - ii. The payment of the cost of having the services again.

## 19) Applicable Law

- a. These Order Terms and Conditions are to be construed and enforce in accordance with the laws of Victoria, Australia.  
Any dispute arising from your participation in the Edge Gift Card program is subject to the exclusive jurisdiction of the Courts there.