

INDUE GIFT CARD CONDITIONS OF USE (5 November 2010)

IMPORTANT: TREAT YOUR GIFT CARD LIKE CASH. If your gift card is lost or stolen, we may be able to stop your gift card value being used, if you can provide the company that gifted the gift card to you with the card number and original balance.

GENERAL INFORMATION

These Conditions of Use govern the use and operation of your gift card. Your gift card is issued to you by Indue Limited ABN 97 087 822 464 (“Indue”).

By acquiring this gift card, you accept these Conditions of Use. If you give this gift card to someone else, you must tell them that by accepting the gift card, they will be accepting these Conditions of Use.

In these Conditions of Use, “you” refers to the person who acquires the gift card, whether by purchasing the gift card or receiving the gift card as a gift, and “us”, “we” or “our” refers to Indue.

INFORMATION ABOUT YOUR GIFT CARD

After acquiring your gift card, your gift card can be used to make purchases and payments at EFTPOS devices if sufficient value is stored on your gift card.

Your gift card cannot be used to withdraw cash at ATMs, redeem cash, used online or to make direct debit or recurring or regular instalment payments. Such attempted unauthorised use may result in your gift card being suspended or cancelled and any remaining value on your gift card being forfeited.

Some merchants may choose not to accept your gift card. You should always check with the merchant that it will accept your gift card before you attempt to purchase any goods or services. A merchant may impose a minimum spend for a purchase which uses this gift card as a method of payment.

Your gift card is not reloadable. This means that additional funds cannot be added onto your gift card.

Gift cards are not legal tender, credit cards, account cards, debit cards or securities. All gift cards remain the property of Indue.

USING YOUR GIFT CARD

Your gift card may be used to purchase goods or services from merchants in Australia with EFTPOS devices, provided that the gift card has enough unused value to make the purchase and provided that the merchant chooses to accept your gift card.

To redeem value by using your gift card, swipe the gift card through the EFTPOS device, select “savings” and enter the PIN that is recorded on the back of your gift card.

You do not need to use the whole gift card value in one transaction.

Before using your gift card, check the balance of your gift card online (www.induegiftcards.com.au). You should ensure there is sufficient value available on your gift card for the cost of the purchase.

You cannot make transactions that exceed the available balance of your gift card. You must check with the merchant if and how you can make a purchase that exceeds the available balance by paying for the difference using other means.

EXPIRY

Your gift card will expire 12 months from the date of issue. The date of issue is written on the back of your gift card. On the expiry of your gift card, any balance that remains after the expiry date will not be available for use and will be forfeited by you and become the property of Indue.

LOSS OF YOUR GIFT CARD

Treat your gift card as cash. Anyone holding the gift card can use its value to make purchases. You are responsible for all transactions on your gift card, except those that are as a result of Indue’s employees or agent’s fraud or negligence. If your gift card is lost or stolen, or you suspect an unauthorised transaction, immediately report this to Indue by using the contact details below or contact the company that gifted the gift card to you.

We may (at our discretion) replace a faulty, lost or stolen gift card. **Any replacement gift card will have the same unused value (at the time of replacement) and original expiry date.** To request a replacement card or report a stolen card please contact the company that gifted the gift card to you.

DISPUTES AND ENQUIRIES

If you have any enquiries or complaints in relation to your gift card, you should contact Indue. The contact details for Indue are set out below.

Any dispute about the availability, quality or fitness for purpose of goods or services purchased with your gift card must be resolved with the supplier/merchant.

OTHER GENERAL CONDITIONS

Indue may assign its rights or transfer these conditions of use to another person where such assignment is to a related party or third party where such third party has similar or more fair dispute resolution procedures than Indue. If Indue transfers or assigns the rights under these Conditions of Use, it will provide you with at least 60 days notice on the website www.induegiftcards.com.au. These Conditions of Use will apply to the transferee or assignee as if it were named as Indue.

We may only change, add to or delete the terms and conditions set out in these Conditions of Use if we provide you with at least 60 days notice of the change or variation. Such changes will be published on www.induegiftcards.com.au.

Card Issuer:
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