

## **Purchasing Terms and Conditions**

PT&C Issuer: 52 Degree Pty Ltd ABN 94 670 590 726 of 100 Barangaroo Avenue, Sydney 2000, NSW, Australia (also known as ourgift2u.com.au).

### **1. Choosing your purchase**

1.1. To help you choose a product or e-gift card, the specific product or e-gift card details are listed for each product or e-gift card at <https://ourgift2u.com.au> and on the Ourgift2u™ Web App.

1.2. Please choose your Ourgift2u™ product or e-gift card carefully. Once you have Validated your e-Gift Card and purchased your selected product it cannot be exchanged, cancelled, or refunded for any reason except where that reason is covered by a consumer guarantee in the Australian Consumer Law (for instance, where the product or e-gift card is faulty or not as described). You can not use a e-Gift card to purchase another e-gift card.

1.3. These Purchase Terms & Conditions may change from time to time, with reasonable notice provided to you. Where we, acting reasonably, consider that a change may have an adverse impact on you, we will provide you with notice of that change by email (to the most recent email address provided by you) and via the Ourgift2u™ website. All other changes will be notified to you via the Ourgift2u™ website. We recommend that you check the Ourgift2u™ website from time to time to inform yourself of any changes.

1.4. The range of available purchase may vary from time to time depending on a variety of factors within and outside our control, however Ourgift2u™ will endeavour to offer a variety or purchase available for you.

### **2. How to Validate your e-Gift Card for a product or e-gift card**

2.1. To Validate your e-Gift Card for a product, visit <https://ourgift2u.com.au/validation> or the Ourgift2u™ Web App or contact the Ourgift2u™ Support Centre by visiting <https://ourgift2u.com.au/contact> to find out more.

2.2. Validations at <https://ourgift2u.com.au/> must be from an Australian-based IP address.

### **3. Product Terms and Conditions**

3.1 All product is also subject to the Ourgift2u™ Terms and Conditions available at <https://ourgift2u.us/>

#### **3.2 Delivery of purchase**

3.2.1 We will post or deliver purchase to the delivery address you enter at the time of purchase. Where you fail to enter a delivery address, purchase will be posted or delivered to the current Ourgift2u™ account household postal address held in the Ourgift2u™ system at the time of redeeming. Where purchase is delivered by email, we will send the e-gift card to the email address you enter at the time of purchase. Where you fail to enter an email address, the member's current email address held in the Ourgift2u™ system at the time of redeeming will be used. For this reason, it is important to ensure Ourgift2u™ has your current address and other contact details.

3.2.2 If posted, purchase will be sent by Amazon or other couriers nominated by Ourgift2u™ at its absolute discretion, and to Australian addresses only.

3.2.3 You are required to pay a postage, handling and insurance fee for each purchase order (Delivery Fee). You will receive additional purchase credits each time you make payment of the Delivery Fee, calculated using the same credits ratio as the standard membership program.

### 3.3 Product or e-gift card provider Terms and Conditions

3.3.1 Purchase may be subject to other terms, conditions and restrictions as are communicated or referred to by Ourgift2u™ or the product or e-gift card provider from time to time on their websites and in the course of a member verifying a e-gift card for a product on the Ourgift2u™ website or Ourgift2u™ Web App. Any additional material terms or restrictions will be listed clearly on the Ourgift2u™ website before you redeem the product or e-gift card.

3.3.2 Manufacturers' Terms and Conditions may apply. Any additional material terms or restrictions will be listed clearly on the Ourgift2u™ website and Ourgift2u™ Web App before you purchase a product.

### 3.4 Purchase delivery time

3.4.1 Ourgift2u™ will use reasonable endeavours to deliver purchases within the stated time frame (which is currently 4 weeks from the date of payment and placement of your order), but this may not always be possible due to factors outside our reasonable control, and you must not make any claims against us in relation to any such delays. You must call Ourgift2u™ as soon as possible if you do not receive your product or e-gift card within the specified delivery time.

3.4.2 Digital Gift cards will be delivered once processed.

3.4.3 Merchandise purchase should be received within the allocated timeframe as per each Merchandise product.

3.4.4 If your product or e-gift card is not received within these time frames, contact the Ourgift2u™ Support Centre by visiting <https://ourgift2u.com.au/contact>.

### 3.5 Claims for non-delivery, faults or damage

3.5.1 You have certain statutory guarantees, rights and remedies that apply to a product or e-gift card you receive under the Australian Consumer Law, and which cannot be excluded, restricted or modified.

3.5.2 To assist the Ourgift2u™ team managing your claim, and unless there are extenuating circumstances, you must make any claim for non-delivery within two months of requesting the product or e-gift card.

3.5.3 You must make a claim for faults within 4 weeks of becoming aware of the damage or fault, unless there are extenuating circumstances. Ourgift2u™ will deal with alleged faults in the following manner, subject to clause 3.5.1:

3.5.3.1 in the first instance, Ourgift2u™ will provide you with details of the manufacturer's faults handling and/or repair service, as they are usually best placed to deal with any alleged faults.

3.5.3.2 where the manufacturer's faults handling and/or repair service is unable to resolve the fault to your reasonable satisfaction, you can provide us with proof of your attempts to resolve the fault with the manufacturer's faults handling and/or repair service and proof of the fault itself (by video upload) and elect to either:

3.5.3.2.1 receive a full refund of your membership credits used to redeem the product or e-gift card (however the Delivery Fee and the Administration Fee will not be refunded in cash, they will have already been credited to your account as additional membership credits as set out above in paragraph 3.2.3 and below in paragraph 3.6.3); or

3.5.3.2.2 receive a replacement equivalent item, on the basis that you pay a further Delivery Fee and Administration Fee (which will again be credited to your account as additional membership credits as set out above in paragraph 3.2.3 and below in paragraph 3.6.3).

3.5.4 Merchandise purchase should be received within the allocated timeframe as per each Merchandise product or e-gift card. If your product or e-gift card is not received within this time frame, contact the Ourgift2u™ Support Centre by visiting <https://ourgift2u.com.au/contact>.

### 3.6 Administration Fee

3.6.1 All purchase purchases will be subject to members paying a transaction administration fee of \$3.95 incl. GST (Administration Fee). All transaction carries a 1.7% +30c per credit card or debit card transaction incl GST.

3.6.2 The Administration Fee is non-refundable in all circumstances, however where we are unable to supply an item purchase as a product or e-gift card for any reason, the credits used for the original purchase will be refunded to your membership account and you will not be charged the Administration Fee when you subsequently redeem those same credits for another product.

3.6.3 You will receive additional purchase credits each time you make payment of the Administration Fee

## **4. Terms and conditions for specific types of purchase**

### 4.1 Merchandise

4.1.1 All merchandise purchase is subject to availability. Whilst we use reasonable endeavours to ensure that all information regarding product availability is accurate, where there is a stock shortage or delay, Ourgift2u™ may contact you to offer an equivalent substitute product of equal or greater value. If you elect not to proceed with a substitute product, the credits you purchase for the product will be refunded to your Ourgift2u™ account (and you will not be required to pay a further Administration Fee when you redeem the refunded credits).

4.1.2 Alternatively, where there is a stock shortage or delay and we do not offer you an equivalent substitute product, we will advise you that we are unable to supply you the

product and your credits purchase for the product will be automatically refunded to your Ourgift2u™ account.

4.1.3 Pictures are illustrative only and not actual size.

4.2 Non-Merchandise (taxation services and other experiences)

4.2.1 Non-merchandise purchase are subject to availability. We will use reasonable endeavours to ensure that all information regarding availability is accurate, and where such purchase are not available, the credits you purchase for the relevant product or e-gift card will be refunded to your Ourgift2u™ account.

4.2.2 For non-merchandise purchase, your contract for the supply of those purchase is directly with the product or e-gift card provider and their Terms and Conditions will apply. Please ensure you are familiar with and understand their Terms and Conditions which will be made available to you at the time of purchase before redeeming credits for your product or e-gift card. Ourgift2u™ supplies the opportunity for you to obtain a product or e-gift card from the product or e-gift card provider and Ourgift2u™' obligations are limited to procuring that opportunity.

## **Terms and Conditions of use**

Product Issuer: 52 Degree Pty Ltd ABN 94 670 590 726 of 100 Barangaroo Avenue, Sydney 2000, NSW, Australia (also known as ourgift2u.com.au)

These terms and conditions are important, and you should read them fully. But there are some specific terms we wanted to make you aware of. These are set out below.

- We may change the values that can be loaded on any Website eGift Cards at any time. If we do so, we'll give you notice via our website (see clause 5.3 for more details).
- Without excluding, restricting or modifying your rights under the Australian Consumer Law (and any other non-excludable statutory right) our liability to you in all other cases will be limited to refund or reissue of your gift card up to the value of your purchase. We will not be liable for indirect or consequential loss arising from or connected to your website eGift Card and our liability to you for loss or damage related to or in connection with your website eGift Card will be reduced to the extent you cause or contribute to the loss or damage (see clauses 10.2, 10.3 and 10.4 for more details).
- You agree to indemnify us against any claim, damages or expenses we suffer in connection with the use of your photo or other media, including any infringement of another person's intellectual property rights or unauthorised use of any image of any other person (see clause 4.10 for more details).
- The resale, marketing, advertising or other promotional activities related to or of a website eGift Card is prohibited without our prior written consent. If you do so without our prior written consent, your website eGift Card may be considered invalid, and we are not obliged to allow the Recipients to use or Redeem the Card Balance on these Website eGift Cards (see clauses 6.5 and 11.1 for more details).

TERMS&CONDITIONS:

- Definitions and Interpretations
- Definitions In these terms and conditions:

"Access Code" means:

a) in relation to a Physical eGift Card, the digit numbers on the back of a Physical eGift Card; and

b) in relation to an eGift Card the digit numbers that appears on the Website eGift Card which is required to make a transaction or transaction enquiry.

"activate" means the initial loading of value onto a website eGift Card.

"Card Balance" means the unspent value of a website eGift Card.

"Card Number" means:

a) in relation to the Physical eGift Card, the 19-digit number that appears on the back of the Physical eGift Card; and

b) in relation to the eGift Card, the 19-digit number that appears on the eGift Card.

"eGift Card" means a Website eGift Card issued in 'electronic' form as described in these terms and conditions.

"Expiry Date" means:

a) for Website eGift Cards purchased on or after 31 March 2017, the date on which the Website

eGift Card has a Card Balance of zero dollars; and

b) for Website eGift Cards purchased prior to 31 March 2017, the date being 12 months from

the date of purchase of the Website eGift Card, after which any remaining funds on a website

eGift Card will not be available for Redemption.

"Gifting Website" means the Gifting Website in the Ourgift2u™ App, found on the 'Pay' screen in the Ourgift2u™ App.

"Ourgift2u™ App" means the mobile application that allows users to access their Ourgift2u™

Account.

"Ourgift2u™" means the business which 52 Degree Pty Ltd Limited operates throughout Australia.

"Participating Website" means one of the Websites listed on the Website as a Website which accepts payment using the Website eGift Card, as amended from time to time and varies between each type of Website eGift Card.

"Physical eGift Card" means a website eGift Card issued in conventional plastic card form.

"Recipient" means the person who receives the Website eGift Card (and for the avoidance of doubt may be the same as the purchaser).

"Redeem" means to reduce the Card Balance on your Website eGift Card by using the Website eGift Card to purchase goods or services, and "Redeemable", "Redeemed" and "Redemption" have corresponding meanings.

"Website eGift Card" means a gift card issued by us to you either as a Physical Gift Card or an eGift Card.

"Website" means ourgift2u.com.au.

#### • **Interpretation**

A reference to "we", "us" or "our" is a reference to 52 Degree Pty Ltd Limited.

A reference to "you" or "your" is a reference to the person who is taken to agree to these terms and conditions under clause 2.

#### 2. Agreeing to the terms and conditions

2.1. These terms and conditions apply to each Website eGift Card.

2.2. You agree to be bound by these terms and conditions by purchasing, activating, using, or

attempting to use a website eGift Card, or by making a transaction enquiry or exercising any right to Redeem value loaded on a Website eGift Card.

2.3. By purchasing, activating, using or attempting to use a Website eGift Card, or by making a transaction enquiry or exercising any right to Redeem value loaded on a Website eGift Card, you warrant to us that you will comply with these terms and conditions and all applicable laws and that the Website eGift Card will not be used in any manner that is unlawful, misleading, deceptive, unfair or otherwise harmful to consumers.

2.4. If you are giving a website eGift Card to another person, you should ensure that they are aware of the terms and conditions that apply to the Website eGift Card and the relevant Expiry Date of the Website eGift Card.

#### 3. **Purchasing a website eGift Card**

3.1 Physical eGift Cards can be purchased online at the Website or from any Participating Website.

3.2 eGift Cards can be purchased online at the Website or via the Ourgift2u™ App.

3.3 When purchasing Physical Gift Cards at any Participating Website, payment can be made via EFTPOS or credit card.

3.4 When purchasing Physical Gift Cards or eGift Cards online or in the Ourgift2u™ App,

payment can be made using a credit card or via EFT direct deposit. Payment is required (including payment clearance) prior to the Website eGift Card being dispatched.

#### **4. Personalising an eGift Card**

4.1 By ordering an eGift Card with wording, images or other media, you declare you have read and have accepted the content policy (available at the Website).

4.2 There is no additional cost to you to personalise an eGift Card.

4.3 In order to personalise the eGift Card, the procedures set out on the Website when ordering an eGift Card must be followed. You have the choice to:

- a) provide a personal message; and/or
- b) upload your own photo or image onto the eGift Card.

4.4 You warrant that you will only submit media (including photos or images) that you own copyright in, have the copyright owner's permission to produce (permission may be given by a parent or guardian on behalf of a minor) or does not infringe any third party's personal or intellectual property rights.

4.5 If we find inappropriate, offensive or otherwise objectionable messages or other media that does not comply with the content policy, we reserve the right to remove the offending message and / or media and apply a default Website eGift Card message and/or image to the eGift Card.

Offending material includes, but is not limited to:

- a) potentially offensive material that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual.
- b) copyrighted or trademarked material not owned by you.
- c) abusive, threatening, obscene, defamatory or libellous statements or imagery.
- d) political or religious imagery which is offensive to cultural values.
- e) pornographic or sexually explicit material of any kind; and
- f) advertising or promotional materials or branded products.

4.7. You can use a company logo for an eGift Card if you are the holder of the intellectual property rights of the company logo.

4.8 By submitting a photo, image or other media for personalisation of the eGift Card, you grant us and our subcontractors a royalty free, unrestricted right to use or reproduce such photo, images or media for the purpose of the production of the eGift Card.

4.9 Variations in colour and quality of the photo, image or media on the eGift Card provided may occur in the finished product. You acknowledge that the finished photo, image or media is dependent on the quality submitted.

4.10 You agree to indemnify us against any claim, damages or expenses we suffer in

connection with the use of your photo or other media, including any infringement of another person's intellectual property rights or unauthorised use of any image of any other person.

## **5. Loading value to a website eGift Card**

5.1 All eGift Cards have a preexisting value.

5.3 At our absolute discretion, we may change the values that can be purchase on Website eGift Cards. If we decide to do this, we will publish details on our website. See [Ourgift2u.com.au](http://Ourgift2u.com.au) for full terms and conditions of the Ourgift2u™ account program.

5.6 There may be a delay between when you pay for a website eGift Card in a Participating Website and when the Website eGift Card is activated by our Cart system. During the period of delay, the Website eGift Card cannot be used to make purchases or transaction enquiries.

5.7 Your Website eGift Card is valid for use until the Expiry Date.

## **6. Redeeming your Website eGift Card**

6.1 Your Website eGift Card can be Redeemed for goods and services from Participating Websites up to the value loaded onto your Website eGift Card. Value Redeemed is deducted from the Card Balance.

6.2 You must Redeem your Website eGift Card at a Participating Website in accordance with the following:

- a) Brands Promotional Website eGift Cards can only be Redeemed at [Ourgift2u.com.au](http://Ourgift2u.com.au)
- b) Ourgift2u™ Corporate Online Website eGift Cards can only be Redeemed online at [ourgift2u.com.au](http://ourgift2u.com.au) or [ourgift2u™ mobile app](#).

6.6 Resale of Website eGift Cards is strictly prohibited, except with our prior written consent. Website eGift Cards that are resold in breach of this clause 6.6 may be considered invalid and we are not obliged to allow the Recipients of those cards to use or Redeem the Card Balance on their Website eGift Cards.

6.7 Your use of the Website eGift Card at a Participating Website is subject at all times to the policies (and, where applicable, other terms and conditions) of that Participating Website regarding the goods and services made available by it. For example, if you are under the age of 16 years, your website eGift Card cannot be Redeemed for products such as knives or, if you are under 15 years; a Participating Website may not supply you with video games or other material classified as MA15+.

6.8 Where the price of the goods or services being purchased with the Website eGift Card exceeds the Card Balance, you must pay the value in excess of the Card Balance by an alternative payment method at the discretion of the relevant Participating Website.

6.9 Once your Website eGift Card has reached its Expiry Date (or has a Card Balance of zero dollars), it cannot be used.



6.10 The Redemption of Website eGift Cards is restricted to the purchase of standard retail quantities of goods.

#### 7. No Recharging of the Website eGift Card

7.1 After a Website eGift Card has been activated you cannot subsequently add or load value to it.

#### 8. Transaction enquiries

8.1 You can check your Website eGift Card transaction history and Card Balance by:

a) Visiting the Website

c) Downloading the Ourgift2u™ App from the Google Play™ or App Website™.

8.2 To make a Card Balance enquiry on your Website eGift Card as set out in clause 8.1, you must provide your Card Number and Access Code when prompted.

#### 9. Lost or Stolen Website eGift Cards

9.1 You must treat your Website eGift Card like cash. If your Website eGift Card is damaged, lost or stolen, please contact us via the Website or send us an email through contact page in our website.

9.2 We reserve the right to place a stop on your Website eGift Card if:

a) you report that your Website eGift Card has been lost, stolen, damaged or deleted;

b) we believe (or reasonably suspect) that you have used (or will use) your Website eGift Card contrary to these terms and conditions; or

c) we believe (or reasonably suspect) that there is an error with your Website eGift Card.

#### 10. Liability

10.1 You are responsible for the security, use and safety of your Website eGift Card. Please be careful of scams and note we do not take any responsibility where you give access to your Website eGift Card to a third party in a manner that is not in accordance with these terms and conditions.

10.2 Without excluding, restricting or modifying the rights and remedies to which you may be entitled under the consumer guarantees provisions of the Australian Consumer Law (and any other non-excludable statutory right) our liability to you in all other cases will be limited to refund or reissue of your Website eGift Card up to the value of your purchase.

10.3 We will not be liable to you for indirect and consequential loss arising from or connected to these terms and conditions or your Website eGift Card in contract, tort, under any statute or otherwise (including, without limitation, for loss of revenue, loss of profits, failure to realise expected profits or savings, loss or corruption of data and any other commercial or economic loss of any kind) unless such loss arises as a result of our own negligence or wilful misconduct.

10.4 Our liability to you for loss or damage of any kind arising out of or in connection with these terms and conditions or your Website eGift Card is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether our liability

is in contract, tort (including negligence), under any statute or otherwise. This clause 10 will apply even after this agreement has ended.

## **11. Relationship with us**

11.1 Website eGift Cards may be used as personal or business gifts but must not be used in connection with any marketing, advertising or other promotional activities (including without limitations to websites, internet advertisements, email, telemarketing, direct mail, newspapers and magazine advertisements, and radio and television broadcasts) unless you obtain our prior written approval. Website eGift Cards that are used in marketing, advertising or other promotional activities in breach of this clause 11.1 may be considered invalid and we are not obliged to allow the Recipients of those cards to use or Redeem the Card Balance on their Website eGift Cards.

11.2 Use of our name or brands, or any names, logos or get-up of Website eGift Cards (other than in connection with the purchase or use of Website eGift Cards), is strictly prohibited.

11.3 You must not use a Website eGift Card in any manner that states or implies that any person, website, business or product or service is endorsed or sponsored by or otherwise affiliated with us or any of our subsidiaries or affiliates.

## **12. Errors and complaints**

12.1 If you have questions or if you wish to make a complaint about your Website eGift Card, contact us via the 'Contact us' section of the Website.