

## Gift Card Terms

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### KEY TERMS SUMMARY

You should read these Gift Card Terms in full but note the following sections in particular contain information significant to your rights and obligations:

- Each Gift Card may only be used in accordance with these Terms and the Special offer Terms. The Special Offer Terms are set by the relevant Gift Card Issuer. You should consider the relevant Special Offer Terms before deciding whether to purchase a Gift Card.
- To the maximum extent permitted by law, Cashrewards excludes all warranties, conditions, representations and guarantees implied by law that are not expressly set out in these Gift Card Terms or [Cashrewards Terms of Use](#).
- Cashrewards and the Payment Service Provider exclude liability in certain circumstances, including for consequential loss, in connection with the use of the Gift Card Platform or purchase of Gift Cards. Where liability cannot be excluded, it is limited to \$100. If guarantees that are non-excludable under the Australian Consumer Law apply, and we are permitted to do so, we limit our liability to resupply of the services or having the cost of the services supplied again.

#### 1. General

- A. These terms and conditions ("**Gift Card Terms**") govern your use of the Gift Card Platform and by using the Gift Card Platform, you acknowledge you have read and accepted these Gift Card Terms. These Gift Card Terms incorporate, where applicable, the [Cashrewards Terms of Use](#). In the case of any inconsistency, the Gift Card Terms take priority.
- B. Cashrewards reserve the right to amend these Gift Card Terms at any time by updating them on the Cashrewards Platform. Your continued use of the Gift Card Platform or purchase of Gift Cards will be deemed to constitute acceptance of the amended Gift Card Terms.
- C. We may change, improve or discontinue the Gift Card Platform at any time. You will not have any recourse if we change or remove any functionality, and you will not do anything to restrict or prevent such updates.
- D. Terms used in these Gift Card Terms which are not defined herein, have the same meanings given to those terms in the [Cashrewards Terms of Use](#)

#### 2. Definitions

- A. **Accepted Cards** are Australian issued VISA or MasterCard credit or debit card, or such other form of card payment as approved by Cashrewards from time to time, which must be used to make a payment for a Gift Card.
- B. **Cashrewards Platform** means the Website or App including the Gift Card Platform.
- C. **Chargeback** means a dispute investigation by a cardholder's issuing bank, which leads to a transaction reversal.
- D. **Gift Card** means a non-cash payment facility that stores monetary value in electronic form that may be redeemed for goods and services and which is purchased via the Gift Card Platform.
- E. **Gift Card Issuer** means the issuer of the Gift Cards (being the brand displayed on the gift card or other issuer in the event of swap cards) and made available to you through the Gift Card Platform, for purchase by you.
- F. **Gift Card Platform** means the service through which Cashrewards members may obtain Gift Cards from the Cashrewards Platform in accordance with these Terms and the [Cashrewards Terms of Use](#)
- G. **Payment Service Provider** means the payment service provider used by Cashrewards to process payment for Gift Cards being EonX Services Pty Ltd (ABN 39 615 958 873).
- H. **Special Offer Terms** means those specific terms and conditions relating to the purchase and use of each Gift Card as provided by the Gift Card Issuer which may be available on the Cashrewards Platform or on the Gift Card Issuer's website.

### 3. Gift Cards

- A. Each Gift Card may only be used in accordance with these Gift Card Terms and the Special Offer Terms, which may be provided on the Cashrewards Platform. Special Offer Terms are set by the relevant Gift Card Issuer and may include provisions around use of the Gift Card (e.g. online or in-store) and restrictions. You should consider the relevant Special Offer Terms before deciding whether to purchase a Gift Card.
- B. When a Gift Card is issued to you, you will receive a unique card number and/or pin along with other information such as the activation date of the Gift Card, the Gift Card value nominated during the order process and the expiry date of the Gift Card. This information is provided by the Gift Card Issuer.
- C. Gift Cards are valid for the period specified in the product description and must be used before the expiry date or end of the period detailed on the Gift Card. Unless otherwise required by law, Gift Cards;

- a. cannot be exchanged for money;
  - b. will not be exchanged, refunded or replaced if lost, stolen, misdirected, deleted, damaged or destroyed; and
  - c. cannot be cancelled, exchanged or refunded after the Gift Card has been purchased.
- D. Gift Cards are sold for the personal use of the recipient of the Gift Card only and are not to be re-sold or re-distributed.
- E. The range of Gift Cards available on the Gift Card Platform may change from time to time, without notice.
- F. The number and value of Gift Cards able to be purchased by any Cashrewards member via the Gift Card Platform may be limited from time to time.
- G. Gift Cards are offered subject to availability. Some Gift Cards are subject to capacity controls or limited availability, and this may result in them becoming unavailable before an order can be fulfilled.
- H. Gift Card issuers may limit the amount of Gift Cards which may be used for any single purchase, please check the Special Offer Terms of the individual Gift Card issuer.
- I. Even though Gift Cards will be dispatched electronically, orders may not be processed immediately.
- J. The number and value of Gift Cards able to be purchased by any Cashrewards member via the Gift Card Platform may be limited from time to time.
- K. The Gift Card recipient is responsible for the use and safety of the relevant Gift Card. Cashrewards is not liable for the loss, theft or destruction of a Gift Card. Cashrewards is not responsible for the provision of any products or services supplied to a holder of a Gift Card upon redemption of the Gift Card or for any misunderstanding between the holder of the Gift Card and a Gift Card Issuer. Cashrewards is also not liable for any value on a Gift Card where the relevant Gift Card Issuer ceases to carry on business (except where that Gift Card Issuer is Cashrewards).
- L. Cashrewards makes all reasonable efforts to ensure that information provided about the sale of Gift Cards including any Offer and the Special Offer Terms is correct; however, to the extent permitted by law, Cashrewards does not make any representations or warranties and does not accept any liability for any error or omission or the lack of completeness or correctness of such information. Where we make an error in relation to an Offer that we believe ought to be obvious (having regard to the quantum and nature of the other Offers we provide),

we will honour the Offer we intended to publish but may decline to let you take advantage of that obvious error.

#### 4. Payments & Chargebacks

- A. Gift Cards purchases are processed in accordance with these Gift Card Terms by the Payment Service Provider who is PCI DSS compliant.
- B. You must pay the order total price as indicated at check out on the Gift Card Platform. Payments for Gift Cards must be in Australian Dollars. All monetary amounts include Goods & Services Tax (GST) where applicable. By agreeing to pay for a Gift Card you accept the price listed against each Gift Card before payment. There may be applicable card processing fees however these will be made apparent to you prior to completing your purchase.
- C. Payment for Gift Cards can be made by using an Accepted Card, or other payment options Cashrewards makes available from time to time including use of your Account balance. Each time you make a payment for a Gift Card using an Accepted Card you must input the Accepted Card's associated CVV number.
- D. Cashrewards may, from time to time, allow for Gift Cards to be purchased using the Rewards accrued from approved Qualifying Transactions and showing in your Account ('Accrued Rewards'). If you select to purchase a Gift Card by this payment method:
  - a. you may split payment of the Gift Card between your Accrued Rewards and payment using an Accepted Card;
  - b. any payment amount made using Accrued Rewards to purchase a Gift Card will be considered a Withdrawal in accordance with the Cashrewards Terms of Use and your Account balance will be reduced by the attributed value of the Gift Card purchased. There will be no Minimum Value required for use of Accrued Rewards.
- E. Each Withdrawal request submitted by you to make payment for a Gift Card is final and not reversible.
- F. Orders for Gift Cards will be processed only after:
  - a. the payment has been authorised by the relevant payment processing provider; and/or
  - b. Cashrewards has confirmed your Account has sufficient Accrued Rewards to purchase the selected Gift Card and those funds have been used for the purchase of the Gift Card.
- G. You warrant and confirm that the Accepted Card that is being used is yours. All credit card holders are subject to validation checks and authorisation by the card issuer. The validation check will hold a small amount from your Accepted Card in order to validate the card. Once validation is complete, this hold will be released. If the issuer of your Accepted Card refuses to

authorise payment for the purchase of a Gift Card, we will not be liable for any delay or non-delivery of the Gift Card or Services.

H. Cashrewards and its Payment Service Provider will only process card transactions that have been authorised by the applicable card issuer however neither Cashrewards nor its Payment Service Provider guarantees or assumes any liability for transactions authorised and completed which may later be reversed or charged back. You are responsible for all reversed transactions or Chargebacks, regardless of the reason for, or timing of, the reversal or Chargeback.

I. If a Chargeback occurs, Cashrewards and/or the Payment Service Provider will use commercially reasonable efforts to resolve the dispute with the financial institution or credit card provider. You must provide Cashrewards and/or the Payment Service Provider with any information requested in order to investigate the chargeback. However, if upon further investigation it is determined that a valid chargeback has occurred, Cashrewards may clawback the value of the Chargeback plus a chargeback administration fee of \$35 from your available Account balance and any subsequently approved pending transactions.

#### 5. Delivery, Redemption and e-Wallet

A. A purchased Gift Card will be delivered to:

- a. Your e-Wallet and Cashrewards email address, if you are the recipient of the Gift Card;
- b. to the email address you provide during the check-out process, if you have selected to gift the Gift Card to a third party. Gift cards that are provided as a gift will not show in your e-wallet.

B. Where the Gift Card is being sent as a gift, it is the purchaser's obligation to ensure the correct email address is provided at the time of ordering. Should the wrong address be provided, neither Cashrewards or the Gift Card Issuer is obliged to resend the order to the correct email address, nor is Cashrewards or the Gift Card Issuer liable for any loss to you or the Gift Card recipient due to the incorrect email address details being provided.

C. Any Gift Cards that are not provided to another person as a gift will display in your ewallet in your Account. The balance of the Gift Cards displayed in the e-wallet will be the purchase value and not the live balance. The available balance of a Gift Card can be managed by editing the balance manually.

D. Cashrewards sells Gift Cards to you as a referral agent for our Gift Card Issuers and does not guarantee that users or Gift Card Issuer who are being dealt with will complete the

transaction. Cashrewards reserves the right not to sell a Gift Card to you, for any reason, including (without limitation) if:

- a. your registration is deemed fraudulent;
- b. the Gift Card is unavailable;
- c. your order is not accepted at the nominated delivery email address;
- d. payment is not received;
- e. we believe (or reasonably suspect) that the Gift Card(s) ordered will be used in breach of the relevant terms and conditions or will be used for a fraudulent or unlawful purpose;  
or
- f. there is an error in your order

E. Once you have made a purchase, you may redeem the Gift Card from the Gift Card Issuer in accordance with the Special Offer Terms.

#### 6. Disclaimer of Warranty

A. To the maximum extent permitted by law, Cashrewards excludes all warranties, conditions, representations and guarantees implied by law that are not expressly set out in these Gift Card Terms or the Cashrewards Terms of Use in relation to the purchase and use of Gift Cards or the use of the Gift Card Platform.

B. Without limiting clause 6A, to the maximum extent permitted by law, Cashrewards and the Payment Service Provider each expressly disclaims any and all guarantees, conditions, warranties and liabilities in relation to:

- a. the goods or services that may be obtained through the purchase and use of or functionality of a Gift Card;
- b. the type, quality, standard, fitness or suitability for any purpose of any Gift Card; or
- c. the Gift Card Platform operating uninterrupted, timely or error free or the Gift Card Platform being free of viruses, provided Cashrewards has taken reasonable commercial and operational prevention measures.

C. Any dispute about Special Offer Terms or goods or services that are available to be purchased or are purchased with a Gift Card must be resolved with the Gift Card Issuer.

#### 7. Limitation of Liability

A. Subject to clause 7C and to the maximum extent permitted by law, neither

Cashrewards or the Payment Service Provider is liable to any person in connection with the use of the Gift Card Platform or the purchase of Gift Cards for death, injury, loss of, or damage to, data, loss of production or operating time, loss of actual or anticipated savings, opportunity, interest, revenue, profit or goodwill, or other economic loss, loss of, or damage to, reputation, and any indirect, special consequential, incidental, punitive or exemplary damages, however, caused and whether arising under contract, tort (including negligence), in equity, under statute or otherwise., whether or not such loss or damage was foreseeable.

- B. To the maximum extent permitted by law, our maximum aggregate liability for all claims under or relating to these Gift Card Terms which is not excluded in accordance with clause 7A, whether in contract, tort (including negligence), in equity, under statute or on any other basis, is limited to \$100. The limitation in this clause 7B does not apply to any Rewards and Withdrawal that You are rightfully entitled to in accordance with these Gift Card Terms or the Cashrewards Terms of Use.
- C. Nothing in these Gift Card Terms operates to limit or exclude any liability (or statutory warranties, terms, conditions, guarantees or any right or remedy) implied or imposed by any legislation that cannot be limited or excluded by law, including under the Australian Consumer Law. Where permitted by law, Cashrewards' liability for breach of any representation, warranty, guarantee, term or condition implied or imposed by law that cannot be excluded, is limited (at our option) to one of the following:
  - a. supplying the services again; or
  - b. paying the cost of having the services supplied again.

#### 8. Your warranties and indemnity A.

You represent and warrant that:

- a. you will only use the Gift Card Platform and associated services in accordance with these Gift Card Terms;
- b. you will comply with all applicable laws of Australia and any other jurisdiction in which or from which you use the Gift Card Platform;
- c. you understand that your use of the Gift Card Platform may be suspended at any time at our discretion for matters such as (without limitation):
  - d. material breach of these Gift Card Terms;
- e. all other breaches of these Gift Card Terms with failure to remedy that breach within 7 days of receiving notice of the breach;
- f. engagement in illegal, fraudulent, deceptive or dishonest conduct; or

- g. the request of any government or regulatory authority.

#### 9. Taxation

- A. Cashrewards does not accept any taxation liability of a purchaser relating to Gift Cards or the use of the Gift Card Platform. Cashrewards recommends that you consult with your accountant or tax adviser to ensure that you understand any possible tax implications related to the use of the Gift Card Platform or you obtaining rewards through the Service.

#### 10. Regulation

11. By opening an Account and using the Gift Card Platform, you agree and acknowledge:

- A. Cashrewards does not hold or operate under an Australian financial services licence and is not required to do so to provide the Gift Card Platform and accompanying services; and
- B. Cashrewards is subject to various laws including the requirement to comply with AML/CTF obligations under the Anti Money Laundering and Counter Terrorism Financing Act 2006 (Cth) and you will provide all information and documents to us which we reasonably require to comply with any law in Australia or any other country, including AML/CTF laws.

#### 12. Other Miscellaneous Terms

13. All monetary amounts on the Gift Card Platform are stated in Australian dollars.

14. The Gift Card Platform may contain third party advertisements and links to other websites operated by third parties, including that of Gift Card Issuers. We are not responsible for the content or privacy practices associated with linked websites or third party advertisements, and you should consider the terms and conditions of linked websites prior to your use of them.

15. If any part of the Gift Card Terms is or becomes illegal, invalid or unenforceable, it will not affect the validity or enforceability of any other part of the Gift Card Terms.

16. These Gift Card Terms and the Cashrewards Terms of Use constitute the entire agreement between Cashrewards and you in relation to the use of the Gift Card Platform and the purchase of Gift Cards and supersede all other (prior or contemporaneous) communications or displays whether electronic, oral, or written. However nothing in the Gift Card Terms limits any liability either party may have in connection with any representations or other communications (either oral or written), where such liability cannot be excluded (which may include liability arising under section 18 of the Australian Consumer Law).



17. No waiver, delay or failure by us to take any action shall constitute or be construed as a waiver of that or any other term, condition, option, privilege or right we may have.

18. Governing Law

19. The Gift Card Terms are governed by the laws of New South Wales, Australia. We and you submit to the non-exclusive jurisdiction of the courts of New South Wales and any court that may hear appeals from any of those courts.

20. Contact us

21. Please read the Terms of Use carefully. Please contact us via <https://help.cashrewards.com.au/support/home> if you have any questions. For your security, please do not include any personal details about your Gift Card, including any gift card or PIN details (if applicable).