#### **Gift Card Terms & Conditions**

These Terms and Conditions of use apply to all Gift Cards issued by Teresa Mundt of Teresa's Easel ABN 61 378 465 066 after 01 December 2017.

Your purchase, redemption or attempted redemption of a gift card constitutes your acceptance to be bound by these terms and conditions of use. If you have any questions, please email info@teresas-easel.com.

Teresa's Easel Gift Cards are single-use gift cards valid for 12 months from the date of purchase. Gift Cards are not redeemable for cash. Gift Cards must be redeemed online and can be used to purchase any item from <u>www.teresas-easel.com</u>, including workshop placements, but cannot be used towards postage and shipping charges.

### EXPIRY

Teresa's Easel Gift Cards expire 12 months after the date of issue unless alternative terms are negotiated with Teresa's Easel. After such time the Gift Card will be invalid. Any unused value remaining on the Gift Card after the expiry date will be forfeited.

The Gift Cards value can only be used as payment toward future orders of any items from <u>www.teresas-easel.com.au</u> online store, but is not redeemable against postage and shipping charges.

Gift Cards that are purchased from Teresa's Easel online have a set dollar value and may not be altered in any way. All Gift Cards are in Australian dollars.

### PURCHASING A GIFT CARD ONLINE

Gift Cards are available to purchase online in set values of A\$25, \$50, \$75, \$100, \$150, \$200, \$250, \$300, and \$350. Gift Cards may be purchased in different denominations. To do so please send your email request to <u>info@teresas-easel.com</u>.

The purchaser has the option to have the Gift Card sent to them to forward to the Gift Card recipient, or for direct distribution from Teresa's Easel to the Gift Card recipient.

When a Gift Card is purchased, the purchaser has the option to receive the Gift Card by email or post.

- Email Gift Cards are available to Australian and international customers
- Postal gift cards are only distributed to Australian addresses via Australia Post.

The gift recipient will receive a Gift Card that contains a unique gift card code that they can use at checkout to redeem its value.

You may place an order by following the instructions on the website. Your order will be submitted when you complete your payment details and indicate your acceptance by following the payment instructions at checkout. Orders will be deemed to have been received by us at the time we send an order confirmation to your nominated email address.

## MAKING AN ONLINE PURCHASE USING A GIFT CARD

The Gift Card recipient can redeem the value of a gift card by entering its unique code at checkout. These are single-use Gift Cards, meaning that the gift card will *not* hold a balance and the card is valid for only one online transaction.

The Gift Card's unique code should be used on orders equal to or greater than the value of the Gift Card. If the order total is less than the value of the card, the entire balance of the Gift Card will be used to take the cart total to a nil balance, and any unused value will be forfeited.

## The Gift Card value is not redeemable against postage/shipping charges.

At checkout, if the balance available on the gift card is less than the order total, then the Gift Card value will be deducted from the total (before shipping/postage costs) and the customer will be prompted to choose a payment method for the balance before placing the order.

## GIFT CARD CANCELLATION & VOIDING

- Gift Cards cannot be cancelled once they are issued except if voided by Teresa's Easel, if their value is used, or if they expire.
- We reserve the right to void any Gift Card that appears to have been tampered with in any way, and Teresa's Easel may subject Gift Cards to a verification process.
- We reserve the right to correct the balance of your Gift Card if we believe that a clerical or accounting error has occurred.
- We reserve the right to not accept Gift Card purchases or redeem Gift Cards if we determine that there is fraudulent intent. We reserve the right to cancel any Gift Card at any time, without notice, if it is determined to be fraudulent.
- All suspected fraud will be reported to the Australian Federal Police.
- Orders where a Gift Card has been redeemed that have already been processed cannot be cancelled. Where possible, we will endeavour to process cancellation requests and provide you with a refund, but we will not be liable for any failure to do so.

# LOST OR STOLEN GIFT CARDS

Treat your Gift Card like cash. Lost, stolen or deleted Gift Cards will not be replaced or refunded.

## YOUR GIFT CARD, YOUR RESPONSIBILITY

You are responsible for the use and safety of your Gift Card. You are liable for all transactions on your Gift Card, except to the extent to which there has been error or negligence by us.

### NO CASH ADVANCES

Gift Cards are not legal tender, account cards, credit or debit cards or securities. You cannot obtain any cash advance with your Gift Card, redeem your Gift Card for cash or receive any portion of the Remaining Gift Card Value in cash.

### CAN I EXCHANGE MY GIFT CARD?

You cannot exchange your Gift Card for a different denomination or type of Gift Card or for another tender, cash or discount.

## CAN I PURCHASE A GIFT CARD USING A GIFT CARD?

Gift Cards cannot be used to purchase another gift card.

#### APPLICABLE LAW

These Terms and Conditions of use are to be construed and enforced in accordance with the laws of Australia, including all States & Territories. Any dispute in connection with a Gift Card is exclusively subject to the jurisdiction of the courts of Australia, including the Federal Court of Australia.

If you have any questions or would like more information about your Gift Card, please <u>email</u> info@teresaseasel.com.