

# Card Holder Terms & Conditions

## Gift Cards – terms of use

Cards4All GIFT CARD CONDITIONS OF USE ( general gift cards ) The Face of the card says "GIFT CARD" and/or the back of the card makes reference to "GIFT CARD".

These Terms and Conditions govern the use and operation of your Cards4all Gift Card (gift card), issued by Cards4all Pty. Ltd. ACN 99 118 809 886.

You agree to be bound by these Terms and Conditions by purchasing, activating, using or attempting to use your card or making any transactional query. You warrant to us that you will comply with these Terms and Conditions and all applicable laws and that your card will not be used in any manner which is unlawful, misleading, deceptive or unfair. You agree that any personal details you provide may be used by the issuing Merchant or Cards4all and that transactional information may be provided by Cards4all to a Merchant or another party to assist you with inquiries and disputes.

If you let another person use your gift card, you must tell them that they will be bound by these conditions. You are responsible for your card and liable for all transactions on your card, including any fees which are applicable. Queensland law applies to this agreement. By entering into this agreement, you unconditionally submit to the jurisdiction of the courts of Queensland. An administration charge is payable on first issue of a gift card. You have certain rights under trade practices law which cannot be excluded. Except for those rights, any conditions or warranties implied by Commonwealth, State, Territory or other laws are excluded from these Terms and Conditions.

Cards4all will not be liable to the card holder or anyone else for any losses suffered or incurred due to delivery, redemption or use of any card. All Gift Cards remain the property of Cards4all. Cards4all may cancel any gift card, or the gift card scheme, for any reason at any time without notice. At their discretion, Cards4all may provide either a refund or a replacement gift card of equivalent value unless we reasonably suspect fraud in relation to a gift card.

This Card can be used to purchase goods or services from merchants across Australia (at the merchant's discretion) when the gift card has enough unused value to make the purchase or as restricted by the specific card program terms and conditions. You do not need to use the whole card value in one transaction. To use your Gift Card, swipe your card in the EFT terminal, select the SAV button and enter your PIN. Where your purchase is less than the current card value, the remaining balance will remain on your card. If your purchase exceeds the current card value, you must pay the excess using another method of payment.

It is your responsibility to ensure that the transaction amount is correct before you enter your PIN authorising the transaction. By entering your PIN, you confirm your agreement that the transaction amount is correct. You agree that the amount shown on a sales record is sufficient evidence of the cash price of the goods to which the transaction record relates.

Gift cards cannot be used to withdraw cash at ATM or eftpos nor be redeemed for cash, reloaded, returned for a refund, or have their balances transferred, consolidated or replaced.

Gift Cards cannot have further value added once it has been loaded with the nominated value. Gift Cards are not legal tender, credit cards, account cards, debit cards or securities.

Treat your Gift Card as cash, anyone holding the gift card can use its value to make purchases. Lost, stolen or damaged cards are not replaced or refunded. If your gift card is lost or stolen, or you suspect an unauthorised transaction, immediately report this to Cards4all customer service Contact Us. This may reduce the gift card value being used. Card number, original balance and expiry date will be required.

You should keep all transaction records provided to you by merchants, to verify the correct value on the Gift Card and the load date of the Gift card. Use this receipt to resolve any mistaken transaction on your gift card by contacting the business where the mistake was made, or the card was purchased. Gift Cards which are defaced, damaged, mutilated, altered or tampered with in any way will be voided. Gift Cards may be subject to verification and security checks and in our absolute discretion, voided.

Cards4all are not liable for the availability, quality or fitness for purpose of any goods or services purchased with the gift card. Any dispute about goods or services purchased with the gift card must be resolved with the supplier. Except for rights which cannot be excluded, any conditions or warranties implied or imposed by legislation or otherwise are excluded from these conditions of use. To the extent permitted by law, Cards4all's liability is limited to replacing faulty gift cards. Terms and conditions may change without notice. Cards4all reserves the right to vary or replace these conditions from time to time, including the variation or introduction of fees. Such changes will be published on [www.cards4all.com.au](http://www.cards4all.com.au) at least 30 days before the change(s) are implemented.

This Gift Card WILL EXPIRE ONE YEAR after the date of issue. Check the expiry date on your gift card as soon as you receive it or check your gift card account online for expiry. Any balance that remains after the expiry date will not be available for use and will be forfeited by you. Your card is only valid until the expiry date shown on your gift card or your card account at [www.cards4all.com.au](http://www.cards4all.com.au)

Where it becomes necessary to return goods or otherwise provide a refund where the purchase was conducted with your gift card, those funds will be refunded onto another Gift Card. It is not possible to reimburse funds to the original Gift Card. If you wish to dispute an amount deducted from your card, you must contact the merchant where the purchase was conducted and if dissatisfied, then contact Cards4all. If an amount is not disputed within 90 days after the transaction date, we may (at our sole discretion) refuse to provide you with a refund. If you have a problem, complaint or suggestion about your card or these Terms and Conditions, please contact us.

Check the balance, transaction history and expiry date of your gift card online. Click the top of this website (right hand side of header).

Usage and Transaction Fees are charged to the card balance,

Transaction Fees or Card Usage Fees do apply to this CP card and will be deducted from this card's value at the time of transaction.

The following is the standard fee schedule which applies to all CP Gift Cards unless the card states other fees.

You do not need to use the whole card value in one transaction. To use your Gift Card, swipe your card in the EFT terminal, select the SAV button and enter your PIN.

If the retailer ceases to honour the gift cards, contact Cards4all and we will transfer/re-allocate the available funds to a new card.

Eftpos gift cards and Re-loadable ATM cards are issued by Cards4all Pty Ltd. Funds loaded on gift cards are held by Indue Ltd, an Approved Deposit Institution subject to the supervision of Australian Prudential Regulatory Authority.