

# GIFT CARD TERMS AND CONDITIONS OF USE

## INTRODUCTION

These Terms and Conditions of Use apply to all Gift Cards issued by The Jewellery Group Pty Ltd ABN 25 124 077 729 after 01 April 2007.

YOUR PURCHASE, REDEMPTION OR ATTEMPTED REDEMPTION OF A GIFT CARD CONSTITUTES YOUR ACCEPTANCE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE AND AGREEMENT TO OUR PRIVACY POLICY (SEE PARAGRAPH 8).

This document contains the full set of Terms and Conditions governing your use of the Gift Card. We recommend that you read this document carefully before using the Gift Card. If you have any complaints, questions or would like more information about your

Gift Card, please call 1300 533 380 visit the website [www.zamels.com.au/gift-cards](http://www.zamels.com.au/gift-cards) or visit us in-store.

Expiry: Zamel's Gift Cards expire 12 months after the date of issue. See paragraph 4.

## DEFINITIONS

**"Prepaid Card Pin"** means the 4-digit Prepaid Card Pin printed on the back of the Gift Card.

**"The Jewellery Group" and Zamel's** means The Jewellery Group Pty Ltd ABN 25 124 077 729 of GPO Box 976, Adelaide 5001 and any Zamel's store, trading as Zamel's (excluding the Brisbane International Airport concession stand).

**"Gift Card"** means the gift card that you have purchased or received, such as one of the following: Zamel's Gift Card and Zamel's Insurance Replacement Gift Card.

**"Remaining Gift Card Value"** means, at any time, that portion of the initial value loaded onto your Gift Card which is unspent and can be accessed by using the Gift Card in accordance with these Terms and Conditions of Use.

**Terms and Conditions** means the Terms and Conditions detailed in this document.

A reference to **"we"** or **"us"** is a reference to The Jewellery Group Pty Ltd.

A reference to **"you"** or **"your"** is a reference to the person who is in possession of the Gift Card at the relevant time for the purposes of these Terms and Conditions of Use, or who authorises another person to do something with or to the Gift Card on their behalf.

## 1. GIFT CARD REDEMPTION & EXCLUSIONS

### 1.1 Redemption

Except for the exclusions listed in paragraph 1.2 (Exclusions) below, once loaded with value your Gift Card may be redeemed for purchases at all Zamel's stores.

### 1.2 Exclusions

The following are the exclusions applicable to the redemption of your Gift Card:

- a. all purchasers made via phone, facsimile, email or online;
- b. bill payments, including credit card accounts, and store accounts;
- c. Gift Cards cannot be used to purchase Gift Cards or other tender; and
- d. Gift Cards cannot be used to purchase goods from the Brisbane International Airport concession stand.

You agree that you will not use your Gift Card to purchase goods or services that a retailer is not permitted to supply to you.

## 2. HOW TO LOAD VALUE ONTO YOUR GIFT CARD

### 2.1 In store Gift Card purchases

Select the Gift Card at our point of sale and hand it to our sales representative. When issued, check that the Gift Card scratch panel on the back of the Gift Card has not been tampered with or removed before purchase. If it has been tampered with or removed before purchase, give the Gift Card to our sales representative to be destroyed and request a new one.

Nominate the value you wish to be loaded on the Gift Card. A minimum of \$10.00 and a maximum of \$5,000.00 can be loaded on each Gift Card.

### 2.2 Online Gift Card purchases

Gift Cards that are purchased from Zamel's website are pre-loaded and activated in accordance with these Terms and Conditions (see [www.zamels.com.au/gift-cards](http://www.zamels.com.au/gift-cards)).

### 2.3 Corporate Gift Card purchases

Gift Cards for insurance customers that are purchased directly from The Jewellery Group Insurance Department are pre-loaded and activated in accordance with these Terms and Conditions (see [www.zamels.com.au/insurance](http://www.zamels.com.au/insurance)).

### 2.4 All Gift Cards

Pay for your Gift Card value with the tender of your choice (other than a Gift Card). The transaction will be completed when the Gift Card is activated and loaded with value.

There may be a delay with the Gift Card activating in the system once loaded. During this delay, the Gift Card cannot be used for purchases or transaction enquiries.

## 3. USING YOUR GIFT CARD

### 3.1 Making a purchase with your Gift Card

Present your Gift Card at the point of sale at any Zamel's store with the merchandise that you wish to purchase using that Gift Card. Our sales representative will instruct you to swipe your Gift Card in the terminal and then enter the Prepaid Card Pin into the pin pad. The transaction will be completed when the balance has reduced on your Gift Card.

No change will be given for any Remaining Gift Card Value. The Remaining Gift Card Value may be used in whole or part against future purchases until the Gift Card expires.

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You agree that we can reduce the Remaining Gift Card Value by the value of all purchases of goods and services that are authorised by you. Transactions are authorised by you by:

- a. swiping your Gift Card and entering your Prepaid Card Pin, or allowing an operator or other person to do so, at the point of sale; or
- b. giving us details of the Gift Card and authorising the transaction in some other way approved by us.

When you authorise a transaction:

- a. you are confirming that the transaction correctly represents the purchase price of the goods or services obtained; and
- b. you are agreeing to pay the amount of that transaction by the reduction of the Remaining Gift Card Value.

### **3.2 Purchases exceeding the Remaining Gift Card Value**

Your Gift Card may only be used to make purchases up to the initial Gift Card value or the Remaining Gift Card Value. If you wish to make a purchase for an amount that exceeds the Gift Card value or the Remaining Gift Card Value, you must pay the additional amount required using another payment method.

### **3.3 Exchanging items purchased with a Gift Card**

Goods that are purchased solely or in part with a Gift Card may be exchanged or returned subject to Zamel's returns policy.

Our exchange and returns policy includes the right for us to issue a replacement Gift Card instead of other tender, cash, credit card refund or cheque.

### **3.4 Issue with goods or services purchased with a Gift Card**

If you have an issue with any goods or services that you purchased with a Gift Card you should contact the Zamel's store where the purchase was made.

### **3.5 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.

### **3.6 Checking your Gift Card balance, expiry date and transaction history**

You will not be sent statements of transactions on a Gift Card. You can check your Gift Card balance and expiry date at any time in-store, or by calling 1300 553 380. For balance enquiries by phone, you will be required to enter both the Gift Card number (17 digit number) and Prepaid Card Pin on your Gift Card prior to getting access to the Gift Card information.

### **3.7 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, credit card refund or cheque.

### **3.8 Can I purchase a gift card using a gift card?**

Gift Cards cannot be used to purchase another gift card.

### **3.9 Destruction of Gift Card with no value**

All Gift Cards remain the property of The Jewellery Group. If the Remaining Gift Card Value is zero your Gift Card cannot be reloaded. Our sales representative may destroy your expended Gift Card or you must destroy it by cutting it in half diagonally.

## **4. EXPIRY, CANCELLATION AND RE-ISSUE OF GIFT CARDS**

### **4.1 Expiry of Gift Cards**

Your Zamel's Gift Card will be valid for use for 12 months from the date of issue (or as otherwise extended by us) after such time it will be invalid. You should use all of the Remaining Gift Card Value before the expiry date. After the expiry date unused value will become the property of The Jewellery Group.

### **4.2 Expiry of Zamel's Insurance Replacement Gift Card**

Your Zamel's Insurance Replacement Card will be valid for use for 12 months from the date of issue (or as otherwise extended by us) after such time it will be invalid. You should use all of the Remaining Gift Card Value before the expiry date. After the expiry date unused value will become the property of The Jewellery Group.