

E-Gift Cards Terms

CARD ISSUER:

Maxum Australia ABN 53 003 084 893

PARTICIPATING STORES:

Online only at www.maxum.com.au

THESE TERMS

1. You agree to these Terms when you purchase, activate, redeem, enquire or attempt to use a Maxum E-Gift Card.
2. The issuer may amend these Terms at any time without notice.
3. These Terms are governed by and construed in accordance with the laws and courts of Australia.
4. Where you purchase these E-Gift Cards as a personal or business gift, or for other business uses approved by the Issuer, you must ensure that the E-Gift Cardholder is made aware of the expiry date and these Terms.

PURCHASE OF GIFT CARD

1. The Issuer issues electronic gift cards (e-Gift Cards).
2. E-Gift Cards may be purchased from the Issuer, www.maxum.com.au
3. Enquiries relating to corporate orders should contact the Issuer's Customer Service Team on Ph: +61 2 8543 4600 or via email customer.service@designa.com.au

REDEMPTION OF EGIFT CARD

1. A Gift Card has no value unless activated by the Issuer and payment has been made. Once activated the E-Gift Card will have the dollar value for which it was purchased.
2. An E-Gift Card may be redeemed to purchase goods and services from www.maxum.com.au
3. The E-Gift Card will be emailed to the recipient's nominated email address.
4. On presentation of an E-Gift Card at checkout online at maxum.com.au, the customer must enter their Gift Card number into the appropriate field and apply.
5. If the purchase price exceeds the balance of the E-Gift Card, the E-Gift card holder must pay the difference using another payment method.
6. If the purchase price is less than the balance of the E-Gift Card, the balance on your E-Gift Card will be reduced by the purchase. No change will be given if the balance of the E-Gift Card is greater than the purchase price, and any remaining balance on the E-Gift Card may only be used in whole or in part against future purchases prior to the expiry date.

EXPIRY DATE

1. An E-Gift Card expires 3 years from the date of issue.
2. Any balance remaining on an E-Gift Card after the expiry date will not be able to be redeemed by the E-Gift Cardholder.
3. An E-Gift Card cannot be re-activated at any time.

EXCLUSIONS

1. An E-Gift Card cannot be reloaded, used for cash advances or redeemed for cash. An E-Gift Card is non-refundable.
2. An E-Gift Card cannot be used to purchase other Gift Cards.
3. An E-Gift Card cannot be exchanged for a different brand, denomination or type of E-Gift Card.
4. An E-Gift Card at all times, remains the property of the Issuer, and must not be resold or re-valued by a person, without the express written consent of the Issuer.
5. Goods purchased with an E-Gift Card can only be returned for refund (with the balance loaded onto another E-Gift Card) or an exchange.

TRANSACTION ENQUIRIES

1. The E-Gift Card balance and expiry date may be checked by you at any time via the [Check Balance](#) page
2. The Maxum's system's provided information will be conclusive evidence of the balance, history and expiry date of a E-Gift Card.

LOST AND STOLEN EGIFT CARDS

1. Customers are solely responsible for the safety and security of the E-Gift Cards they purchase. An E-Gift Card must be treated as per cash as it will not be reissued, refunded or honoured if lost, damaged so as unusable or stolen.
2. Customers are solely responsible for providing correct information with their E-Gift Card purchase.

LIABILITY

1. E-Gift Card holders are responsible for the use and security of their E-Gift Card at all times.
2. To the full extent permitted by law, Issuer, Maxum and their related entities are not liable to any person for any loss or damage (including direct or consequential loss), nor will they be in default of these Terms for failure to observe or perform any of their obligations under these Terms, for any reason or cause, which could not, with reasonable diligence, be controlled or prevented.
3. To the full extent permitted by law, Issuer makes no warranties, express or implied, with respect to E-Gift Cards. To the full extent permissible by law, in the event Issuer is, notwithstanding the above,

found to have any liability in the relation to a gift card, your sole remedy, and our sole liability, will be the replacement of that E-Gift Card.

4. The Consumer Guarantees Act 1993 [Australian Consumer Law] imposes certain consumer guarantees and rights which cannot be excluded. Nothing in these terms excludes or detracts in any way from such non-excludable rights.

PROMOTION ACTIVITIES

1. The E-Gift Cards in connection is combinable with any marketing, promotion or advertising activities unless stated otherwise.
2. E-Gift Cards may not be used in a manner that implies that a person, business, product or service is endorsed or sponsored by or affiliated with Issuer.
3. E-Gift Cards are not covered by any online or in store offers that grant discounts for purchases. For example if we advertise "25% off everything" you will not be able to purchase Gift Cards at 25% off their face value.
4. The purchase of an E-Gift Card will not count towards any "spend and get" offers Maxum makes available. For example if Maxum offers a "Spend \$100 get a X additional" or "Buy one get one free", the purchase of a E-Gift Card will not count towards the \$100 for the purposes of qualifying additional gift.

PRIVACY

1. Personal information may be collected by the Issuer at the time of purchase or redemption of a E-Gift Card. The Issuer's use of your personal information is governed by our Privacy Policy and the various privacy laws which apply in the jurisdictions in which we operate. The Privacy Policy of the Issuer is available at <https://maxum.com.au/privacy-policy/>. Persons subject to these Terms consent to the use of their personal information in accordance with the Privacy Policy unless they advise the Privacy Officer otherwise.

ENQUIRIES AND COMPLAINTS

1. Where a person has a complaint or enquiry about E-Gift Cards, they should contact the Issuer Ph: +61 2 8543 4600 or via email customer.service@designa.com.au
2. Where a person has a complaint or enquiry about goods or services purchased by a person using an E-Gift Card, they should contact the Issuer +61 2 8543 4600 or via email customer.service@designa.com.au

E-Gift Card Terms of Use 29th March, 2023.