



**GELATISSIMO AUSTRALIA GIFT CARD
TERMS AND CONDITIONS**

General Terms & Conditions of Use

- 1** These Terms & Conditions of Use apply to all Gift Cards issued by Gelattissimo Pty Ltd ABN 9110 0053 307 on and after 26th of May, 2014.

Your purchase, redemption or attempted redemption of a gift card constitutes your acceptance to be bound by these terms and conditions of use.

This document contains the full set of terms and conditions governing your use of the Gift Card.

If you have any complaints, questions or would like more information about your Gift Card, please call (02) 8845 0100.

- 2** Definitions

'Gelattissimo' means Gelattissimo Pty Ltd ABN 9110 0053 307.

'Gelattissimo store' refers to a Gelattissimo store in Australia only.

'Gift Card' means the gift card that you have purchased or received.

'Remaining Gift Card Value' means, at any time, that portion of the initial value loaded onto your Gift Card which is unspent.

A reference to 'we' or 'us' is a reference to Gelattissimo 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 of Use and Conditions.

- 3** Gift Card Redemption

Once loaded with value, your Gift Card may be redeemed for purchases at all Gelattissimo stores in Australia. For all store locations in Australia, visit www.gelattissimo.com.au

- 4** In-store Gift Card purchases

Purchase a Gelattissimo Gift Card at any Gelattissimo store in Australia, and nominate the value you wish to be loaded on the gift card. The maximum value that can be loaded on each Gift Card is \$200.00.

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, and can take up to 24 hours. During this delay, the Gift Card cannot be used for purchases or transaction enquiries.

Except if expressly stated by us in case of special promotions, you will not be awarded any Gelatissimo Club Gelato Points when you purchase a Gift Card.

5 Making a purchase with your Gift Card

Present your Gift Card at the point of sale at a Gelatissimo store, after placing your order that you wish to use your Gift Card to purchase. Hand your Gift Card to the Gelatissimo Team Member to scan. 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.

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. Handing your Gift Card to the Gelatissimo Team Member after placing an order or at point of purchase.
- 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.

6 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 excess using another payment method.

No cash advances – Gift Cards are not legal tender, account cards, 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.

7 Checking your Gift Card balance, expiry date and transaction history

You can check your Gift Card balance at any Gelatissimo store in Australia. Gift Cards expire 6 months after the date of issue as noted on the Gift Card. You will not be sent any statements of transactions on a Gift Card. If you have any enquiries regarding your Gift Card, contact (02) 8845 0100.

8 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.

9 Can I purchase a Gift Card using a Gift Card?

Gift Cards cannot be used to purchase another Gift Card.

10 Destruction of Gift Card with no value

All Gift Cards remain the property of Gelatissimo. If the remaining value is zero your Gift Card cannot be reloaded. Our Team Member may destroy your expended Gift Card or you must destroy it by cutting it in half diagonally.

11 Cancellation and voiding of Gift Cards

- a. Gift Cards cannot be cancelled once they are issued except if voided by Gelatissimo, if their value is used or if they expire.
- b. We reserve the right to void any Gift Card that appears to have been defaced, mutilated, altered or tampered with in any way and Gelatissimo may subject Gift Cards to a verification process.
- c. We reserve the right to cancel any Gift Card, or the Gift Card program, for any reason at any time without notice. In such instances (except those set out in paragraph b) we will elect to provide a refund or a replacement Gift Card.
- d. We reserve the right to correct the balance of your Gift Card if we believe that a clerical or accounting error has occurred.

12 Re-issue of faulty or damaged Gift Cards

A re-issue of faulty or damaged Gift Cards is not available unless the fault or damage to the Gift Card is proven to be a result of the production process or otherwise due to the fault of us or our agents and contractors.

13 Lost or stolen Gift Cards

Treat your Gift Card like cash. Lost or stolen Gift Cards will not be replaced or refunded. The bearer of the Gift Card will be taken to be the owner of the Gift Card.

14 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 fraud or negligence by us.

15 Changes to Terms and Conditions

We reserve the right to change any of the terms contained in these Terms and Conditions of Use at any time. Where the change is required for any reason, we will give you notice by posting these changes on our website www.gelatissimo.com.au

As at May, 2014