

## Gift Cards Terms of Use

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1. Gift Cards are issued by Burnie Brae Ltd ACN 609 476 637 (Issuer) and are redeemable for goods and/or services from all Burnie Brae owned and operated business's including Burnie Brae Centre and Healthy Connections Exercise and Massage Clinics.
2. Persons agree to these Terms at the time of purchase of a Gift Card or where persons redeem or attempt to redeem a Gift Card at an outlet.
3. Gift Cards hold no value unless activated in the Issuer's gift card system (System). Cards can be loaded with a minimum of \$20 and a maximum of \$500. After activation, gift card holders are responsible for the use and safety of the Gift Card.
4. Gift Cards expire 12 months from date of issue and are not reissued on expiry. Any balance remaining on a Gift Card will not be redeemable after expiry.
5. On presentation of a Gift Card, the Issuer will provide credit up to the value or balance of the Gift Card as identified on the System, against the purchase price due. If the purchase price exceeds the value or balance of the Gift Card, the gift card holder must pay the difference using another payment method. No change will be given and any balance of the Gift Card may only be used in whole or part against future purchases.
6. Gift Card balance, transaction history and expiry date may be verified by the outlet, and the System will be conclusive evidence of these details.
7. The Gift Card:
  - (a) may not be used for purchases made online or by email, phone or fax, or to pay a services or credit charge account;
  - (b) will be void once the value or balance of the Gift Card has been fully redeemed;
  - (c) must be presented in unaltered form and without any fraudulent use;
  - (d) does not allow for cash advances and is not redeemable for cash;
  - (e) cannot be exchanged for a different brand, denomination or type of Gift Card or another tender, cash or discount;
  - (f) is issued without alteration and will be immediately void if altered or defaced;
  - (g) must be treated as cash as it will not be reissued, refunded or honoured if lost or stolen;
  - (h) will not be reissued, refunded or honoured if found to be faulty or damaged unless the Gift Card is proven to be faulty or damaged due to the fault of the Issuer;
  - (i) cannot be reloaded; and
  - (j) at all times, remains the property of the Issuer, and must not be resold or revalued by a party.
8. Gift Card bearers may be required to provide satisfactory proof of identity.

9. The Issuer may collect personal information subject to their Privacy Policy. The Privacy Policy is available on our website <http://www.burniebrae.org.au> persons subject to these Terms consent to the use of the personal information in accordance with the Privacy Policy unless they advise in writing to the issuer.

10. The Issuer reserves the right to amend these Terms at any time without notice and the version date will be shown at bottom of these Terms.

11. To the extent permitted by law, the Issuer 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.

12. These Terms are governed by and construed in accordance with the laws of Queensland, Australia and the non-exclusive jurisdiction of the courts of Queensland will apply where there is any dispute.

13. Any complaints or enquiries about any goods or services purchased with a Gift Card may be resolved with the outlet where the goods or services were purchased.