

SPUDSHED GIFT CARD TERMS OF USE

Introduction

These Terms and Conditions of Use apply to all Gift Cards issued by Spudshed ABN #31 079 441 044 after 01 December 2022.

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 THE PRIVACY POLICY AND SECURITY NOTICE (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.

Expiry: Spudshed Gift Cards will expire 3 years after the date of issue.

Definitions

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

"**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 and can be accessed by using the Gift Card in accordance with these Terms of Use. Also referred to as your balance.

"**Gift Card number**" means 17 digit number printed on the back of the Gift Card

A reference to "we" or "us" is a reference to Spudshed.

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, 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 Spudshed stores.

1.2 Exclusions

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

- a. Tobacco, and tobacco related products;
- b. Bill payments, including credit card accounts, and store accounts;
- c. Gift Cards cannot be used to purchase on Uber Eats or to purchase Gift Cards or other tender.

d. The goods and services sold by some of our sub-tenants and licensees, including LiquorShed, Uber Eats Spudshed or Francesco's Café. This list may change from time to time and is available online at www.spudshed.com.au/giftcards.

2. How to load value onto your Gift Card

Present the Gift Card to our register operator. Check that the Gift Card has not been removed from the cardboard carrier and that the scratch panel on the back of the Gift Card has not been tampered with or removed. If it has been tampered with or removed, give the Gift Card to our register operator to be destroyed and select a new one.

Nominate the value you wish to be loaded on the Gift Card. A minimum of \$10.00 and a maximum of \$500.00 can be loaded on to each Gift Card.

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 a Spudshed store with the goods that you wish to purchase using that Gift Card. Our register operator will scan your Gift Card and you will enter the Pin code 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.

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 excess 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 Spudshed's exchange and returns policy.

Our exchange and returns policy includes the right for us to issue a Gift Card instead of other tender, cash, or discount.

3.4 Issue with goods or services purchased with a Gift Card

If you have an issue with any goods that you purchased with a Gift Card, you should contact the Spudshed store where the purchase was made.

3.5 No cash advances

You cannot 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 online at www.spudshed.com.au/giftcards. You will be required to enter both the Gift Card number (17 digit number) and Access CODE 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 or discount.

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

Gift Cards cannot be used to purchase another Gift Card, Recharge Vouchers or Mobile Plans.

3.9 Destruction of Gift Card with no value

All Gift Cards remain the property of Spudshed. If the Remaining Gift Card Value is zero your Gift Card cannot be reloaded. Our point of sale operator 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 Spudshed Gift Card will be valid for use for three years from the date of issue (or as otherwise extended by us), after such time it will be invalid and any remaining balance will be forfeited. It is your responsibility to ensure any balance is used before expiry.

4.2 Cancellation and voiding of Gift Cards

- a. Gift Cards cannot be cancelled once they are issued except if voided by Spudshed, 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 Spudshed may subject Gift Cards to a verification process.
- c. We reserve the right to correct the balance of your Gift Card if we believe that a clerical or accounting error has occurred.

4.3 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 or contractors.

5. 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.

6. 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.

7. Changes to Terms and Conditions of Use

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 and agree to provide you with at least 30 days' notice of such changes. We will give you notice by posting the changes at www.spudshed.com.au/giftcards

8. Privacy and confidentiality

Our Privacy and Security Notice explains how we handle the personal information that we may collect from you with respect to Gift Cards.

A copy of the Spudshed Pty Ltd Privacy Policy is available at www.spudshed.com.au/privacy-policy/

9. Errors and complaints

If you have reason to believe that an error has occurred in relation to your Gift Card, you should call Galati Group (08) 9412 6000.

10. Limitation of liability

You have certain rights under the Australian consumer legislation which cannot be excluded and are not affected by these terms and conditions. Except for those statutory rights, any conditions implied by any other laws are excluded from these Terms and Conditions of use. To the maximum extent permitted by law, we will not be liable to you for any loss or damage (whether direct, indirect or consequential) however caused, nor will we be in default under these Terms and Conditions of Use, for failure to observe or perform any of our obligations under these Terms of Use for any reason or cause except if caused by our gross negligence. To the extent permitted by law, if we are liable to you, our maximum aggregate liability to you is limited to the Remaining Gift Card Value on your Gift Card.

11. Applicable law

These Terms and Conditions of Use are to be construed and enforced in accordance with Australian Consumer Law.

12. Force majeure

To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Terms of Use, for failure to observe or perform any of our

obligations under these Terms of Use for any reason or cause which could not, with reasonable diligence, be controlled or prevented. These causes include acts of God, acts of nature, acts or omissions of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage, and other acts or omissions of third parties.

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