



## Diabetesshop.com Gift Card Terms & Conditions

You are responsible for the accuracy of your order, including your email and your name and email address. Diabetes Shop will deliver the eGift Card to the email address provided in the order. You agree that the supplied content (including your details) will be used for the management and fulfilment of your order. Full copy of Diabetes Shop (Diabetes NSW's Privacy Policy) is available at [diabetesnsw.com.au/Privacy](https://diabetesnsw.com.au/Privacy).

### Introduction

These Terms and Conditions of Use apply to all Gift Cards issued by Diabetesshop.com ABN: 84001 363 766 after 1st November 2021.

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 (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 visit the website [www.diabetesshop.com/giftcards](https://www.diabetesshop.com/giftcards).

Expiry: Diabetesshop.com Gift Cards expire 3 years after the date of issue.

### Definitions

"Diabetes Shop" means Diabetes Shop, ABN 84 001 363 766 of 26 Arundel St, Glebe NSW 2037.

"Gift Card" means the eGift card that you have purchased or received.

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

A reference to "we" or "us" is a reference to Diabetesshop.com

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, your Gift Card may be redeemed for purchases online at [diabetesshop.com](https://diabetesshop.com)

## 1.2 Exclusions

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

- a. all purchases made via phone, facsimile or email
- b. bill payments, including credit card accounts

## 2. How to purchase a giftcard

You can buy a gift card from [diabetesshop.com](http://diabetesshop.com) to receive a gift card code.

Pay for your Gift Card value with the tender of your choice (other than a Gift Card).

If you wish to buy a gift card for someone else, then you will need to forward the gift card email to the recipient.

## 3. Using your Gift Card

### 3.1 Making a purchase with your Gift Card

When you purchase a gift card, you will receive an email that contains a unique gift card code that you can use at checkout to redeem its value.

This code isn't case sensitive. A gift card holds a balance, which can be spent over more than one order. Gift card balances are applied to the total value of an order, which can include taxes and shipping.

When you redeem a gift card, the checkout displays one of the following options:

- If the balance available on the gift card is greater than or equal to the order total, then the customer can click Complete order.
- If the balance available on the gift card is less than the order total, then the customer is prompted to choose a second payment method for the balance before placing the order.

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) giving us details of the Gift Card and authorising the transaction online at [diabetesshop.com](http://diabetesshop.com)

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 Can a gift card be used in conjunction with a discount code?

Yes, gift cards are a form of payment

### **3.4 Can more than one gift card be used towards a purchase?**

Yes, you can redeem another gift card during checkout.

### **3.5 Can a gift card be used to pay for shipping and taxes?**

Yes, gift cards are applied to the final order total which includes shipping and taxes.

### **3.6 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 [diabetesshop.com](http://diabetesshop.com) exchange and returns policy.

### **3.7 Refunds purchased with a Gift Card**

If you used a gift card to pay for the purchase, then we can apply the refund to the gift card.

### **3.8 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 our customer care team on [service@diabetesshop.com](mailto:service@diabetesshop.com) or 1300 776 388

### **3.9 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 our customer care team on [service@diabetesshop.com](mailto:service@diabetesshop.com) or 1300 776 388

For balance enquiries by phone or email, you will be required to provide the Gift Card code prior to getting access to the Gift Card information.

### **3.10 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.

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

Gift Cards cannot be used to purchase another gift card.

## **4. Expiry, cancellation and re-issue of Gift Cards**

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

Your 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. 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 Diabetes Shop.

### **4.3 Cancellation of Gift Cards**

- a) Gift Cards cannot be cancelled once they are issued except if voided by Diabetes Shop, if their value is used or if they expire.
- b) We reserve the right to correct the balance of your Gift Card if we believe that a clerical or accounting error has occurred.

## **5. Misplaced or Never Received Gift Cards**

If your gift card was misplaced or not received, you can click Resend gift cards from their order confirmation email. This link will only work if the order has not been fulfilled.

## **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 on [www.diabetesshop.com/giftcards](http://www.diabetesshop.com/giftcards).

## **8. Privacy and confidentiality**

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

It is important that you read and understand the Privacy Policy which can be found online here: <https://diabetesshop.com/pages/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 contact our customer care team on [service@diabetesshop.com](mailto:service@diabetesshop.com) or 1300 776 388

## **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) howsoever 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 the laws of NSW, Australia. Any dispute in connection with a Gift Card is exclusively subject to the jurisdiction of the courts of NSW, Australia.

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