

Edward Meller Gift Card Terms and Conditions

Updated June 2023

Edward Meller Physical Gift Cards can be purchased in-store only. Physical Gift Cards can be used to shop in-store and online unless the card has a printed barcode. Physical Gift Cards with a printed barcode can only be redeemed in-store and not online. All Gift Cards are treated as cash and cannot be replaced if lost or stolen. Gift Cards may only be used for purchases at Edward Meller Stores and cannot be returned or exchanged for cash. Gift Cards cannot be on-sold to third parties, unless with the prior written consent of Edward Meller. Edward Meller Gift Cards in AUD currency cannot be redeemed outside of Australia. The funds available (Card Balance) can be verified on request or at the time of purchase at any point of sale in any Edward Meller store within Australia. No change is given. Gift Cards expire **36 months** after purchase. Any balance that remains on the Card after expiry will not be available for use, except as required by law. These terms and conditions may be amended by Edward Meller from time to time. For full terms and conditions or changes to our terms and conditions visit. edwardmeller.com.au/policies/terms-of-service

Physical Credit Notes

Credit Notes can be used to shop in-store and online unless the card has a printed barcode. Cards with a printed barcode can only be redeemed in-store and not online. Credit Notes are treated as cash and cannot be replaced if lost or stolen. Credit Notes may only be used for purchases at Edward Meller and cannot be returned or exchanged for cash. Credit Notes cannot be redeemed in any Edward Meller Store. Credit Notes cannot be on-sold to third parties, unless with the prior written consent of Edward Meller. Edward Meller Credit Notes in AUD currency cannot be redeemed outside of Australia. The funds available can be verified on request or at the time of purchase at any point of sale in any Edward Meller store within Australia. No change is given. Credit Notes expire **12 months** after purchase. Any balance that remains on the Card after expiry will not be available for use, except as required by law. These terms and conditions may be amended by Edward Meller from time to time. For full terms and conditions or changes to our terms and conditions visit. edwardmeller.com.au/policies/terms-of-service

Please read these Terms and Conditions carefully before you use any Gift Card that has been issued by Edward Meller. If you have any questions about your Edward Meller Gift Card or these Terms and Conditions, please email us at: webstore@edwardmeller.com.au

1. Definitions:

In the Terms and Conditions:

"**Activate**" means the initial loading of value onto an Edward Meller Gift Card.

"**Card Balance**" means the unspent value of an Edward Meller Gift Card

"**Card Number**" means the 16 or 19 or 20 digit number that appears on the back of a Physical Gift Card.

"**Credit Note**" means a physical card in plastic form.

"**Edward Meller**" means Hermanns Imports Pty Ltd (ACN 005 483 867) trading as 'Edward Meller' 9 Taunton Drive, Cheltenham VIC 3192.

"**Edward Meller Store**" means an Edward Meller boutique or an outlet store operated by Edward Meller in Australia but does not mean any concession stores operated by Edward Meller in department stores such as David Jones.

"**Gift Card**" means a:

- Physical Gift Card;
- eGift Card;
- Promotional Edward Meller Gift Card; and/or
- Credit Note Card.

"**eGift Card**" means a digital gift card emailed to the recipient.

"**Expiry Date**" means three (3) years after the date on which the card is supplied to you by Edward Meller which will be transcribed

on the Physical Gift Card and/or eGift Card at the time of supply. A Promotional Gift Card expires one (1) month after the date of issue. Credit Notes have a twelve (12) month expiry date after the date of issue.

“**Head Office**” means the principal place of operations of Edward Meller and can be contacted via email at webstore@edwardmeller.com.au.

“**Promotional Gift Card**” means a digital gift card emailed to the recipient.

“**Physical Gift Card**” means a physical card in plastic form.

“**Redeem**” means to reduce the value loaded on your Gift Card by using the Gift Card to purchase goods or services from Edward Meller.

“**Website**” means <https://www.edwardmeller.com.au>

A reference to “**we**”, “**us**”, or “**our**” is a reference to Edward Meller.

A reference to “**you**” or “**your**” is a reference to the person who is taken to agree to these terms and conditions under clause 2.

2. Agreeing to the terms and conditions

2.1. These terms and conditions apply to all Gift Cards.

2.2. You agree to be bound by these terms and conditions by purchasing, activating, using, or attempting to use a Gift Card or by making a transaction enquiry or exercising any right to redeem value loaded on a Gift Card.

2.3. By purchasing, activating, using or attempting to use a Gift Card, or by making a transaction enquiry or exercising any right to redeem value loaded on a Gift Card, you warrant that you will comply with these terms and conditions and all applicable laws and that the Gift Card will not be used in any manner that is unlawful, misleading, deceptive, unfair or otherwise harmful to consumers.

2.4. If you are giving a Gift Card to another person, you should ensure that they are aware of the terms and conditions that apply to the Gift Card and the relevant expiry date of the Gift Card.

3. Purchasing an Edward Meller Gift Card

3.1. Physical Gift Cards can be purchased at any Edward Meller Store. eGift Cards can be purchased online at edwardmeller.com.au and payment is required to be made and cleared prior to the eGift Card being dispatched by email.

3.2. **Physical Gift Cards purchased in-store** – Physical Gift Cards are available at the point of sale in Edward Meller Stores, for any denomination and in the currency of the relevant country in which the gift cards are purchased from AUD\$5 to AUD\$1,000. Physical Gift Cards purchased in-store will be activated immediately upon receipt of valid payment. A maximum of AUD\$1,000 may be purchased per transaction in-store. Physical Gift Cards may be converted to eGift Cards at the customer’s request to the Head Office.

3.3. **eGift Cards purchased online** - eGift Cards are available to purchase online at edwardmeller.com.au in variable denominations up to AUD\$500. eGift Cards are typically received by the nominated recipient via email within one business day of order unless there are unforeseen delays. eGift Cards are delivered active. eGift Cards can be redeemed in-store by presenting them in their printed format or customers can present their mobile device with an image of the eGift Card showing the eGift Card number. eGift Cards can be redeemed on the Website by entering the eGift Card number when prompted at the checkout.

3.4. **Promotional Gift Cards** – From time to time, Edward Meller may issue Promotional Gift Cards in conjunction with qualifying purchases or such other offer or promotion offered by Edward Meller. Promotional Gift Cards may have a shorter validity date and are single use only. One Promotional Gift Card per person per transaction and use excludes payment of an existing layby, account payment and/or purchase of Gift Cards. Promotional Gift Cards can only be redeemed in the country of issue and cannot be reactivated when expired.

3.5. **Gift Cards for Personal Use** – Purchases of Gift Cards for personal use are capped at AUD\$1,000. Orders for Gift Cards over AUD\$1,000 in the store is to be directed to Head Office for processing, and final discretion on Gift Cards for personal use lies with Head Office.

3.6. Your Gift Card is valid for use until the Expiry Date. Any Card Balance/unspent value cannot be used or redeemed after the date of expiry and will not be reimbursed in cash or kind. The expiry date can also be found on the proof of purchase in transactions in which the Gift Card is used.

3.7. GST is not applicable to the sale of Gift Cards.

3.8. We may change the maximum amount that can be loaded onto a Gift Card at any time and at our absolute discretion. Any changes to the maximum amount will be published on the Website.

4. Redeeming your Edward Meller Gift Card

4.1 Gift Cards will be valid for use from the date of Activation until the Expiry Date.

4.2 Subject to clause 4.4, Gift Cards can be redeemed for goods and services in all Edward Meller Stores and online at edwardmeller.com.au. The redeemed value is deducted from the Card Balance. If there is any unspent value remaining on the Gift Card following the purchase, you will not be given any change but the Gift Card may be used to purchase products in the future until the unspent value on the Gift Card is zero or the Expiry Date has been reached.

4.3 Gift Cards without a printed barcode can be used as a form of tender to make purchases online at edwardmeller.com.au. They can be redeemed by entering the gift card number when prompted at the checkout.

4.4 Photographs of Gift Cards will not be accepted for redemption. Physical Gift Cards must be present at redemption. Gift Cards cannot be redeemed over the phone.

4.5 Gift Cards cannot be refunded, exchanged for cash and may not be used or redeemed in any concession stores operated by Edward Meller within department stores such as David Jones or online purchases with Edward Meller's official partners (such as The Iconic, David Jones etc).or to purchase another store-value card or Gift Card. Gift Cards are not redeemable for cash or payments of credit or store accounts. Gift Cards cannot be used to purchase gift cards.

4.6 Gift Cards should be treated as cash. They cannot be replaced or refunded if lost or stolen. Once activated, Gift Cards may only be used for purchases at Edward Meller Stores. Gift Cards cannot be returned, exchanged for cash. Gift Cards are not reloadable.

4.7 The Card Balance can be verified on request or at the time of purchase in-store or via email. No change is given and any balance that remains on the card can only be used in whole or part against future purchases of Edward Meller Stores. Any balance that remains on the card after expiry will not be available for use.

4.8 Resale of Gift Cards is strictly prohibited, except with prior written consent from Edward Meller. If approved, Gift Cards cannot be re-sold for more than the original purchase price.

4.9 Your use of the Gift Card(s) at an Edward Meller Store is subject at all times to the policies (and, where applicable, other terms and conditions) of Edward Meller regarding the goods and services made available by it.

4.10 Where the price of the Goods or services being purchased with the Gift Card exceeds the Card Balance, you must pay the amount exceeding the Gift Card Balance by an alternative payment method at the discretion of Edward Meller.

4.11 Once your Gift Card has reached a nil balance it cannot be re-activated and it cannot be reloaded with value.

4.12 By redeeming your Gift Card, you agree that you must not engage in any conduct which is fraudulent or may be contrary to the intention of the Edward Meller Gift Card program, including but not limited to:

4.12.1 the on-selling of goods to a third party for a profit or other commercial purpose, where those goods have been purchased through the use of a Gift Card;

4.12.2 the on-selling of Gift Cards to a third party for an additional markup, regardless of whether those Gift Cards were purchased by you at full price or for a discount;

(a) use the Gift Card to fraudulently earn reward or loyalty points through an affiliate marketing program, with the intention to gain points, profit or other benefits.

Whether you have breached any of the above terms, or any other terms of this Agreement will be determined by Edward Meller at its sole discretion.

5. No recharging of an Edward Meller Gift Card

5.1. After a Gift Card has been activated, an additional value cannot be added to it.

6. Balance enquiries

6.1. The Card Balance is printed on the register receipt each time you use your Gift Card. You can also check your Gift Card balance at any point of sale on request, by emailing the Online Customer Service Team or for eGift Cards, by clicking on the link 'View gift card balance' from the digital gift card emailed to the recipient. No change is given and any balance that remains on the card can only be used in whole or part against future purchases of Edward Meller. The expiry date of the Gift Cards is printed on the reverse of the Physical Gift Card and on the original email notification for eGift Cards. Any balance that remains on the card after expiry will not be available for use.

7. Lost or Stolen Edward Meller Gift Cards

7.1. You must treat your Gift Card like cash. Gift Cards which are faulty or have been damaged will not be reissued unless Edward Meller (or its agents or contractors) are responsible for any such fault or damage. However, we have no obligation to replace or refund value for lost or stolen Gift Cards except where we have breached any condition or warranty implied under consumer protection legislation that cannot be excluded in these terms and conditions.

7.2. We reserve the right to place a stop on your Gift Card if:

- You report that your Gift Card has been lost or stolen or
- We believe (or reasonably suspect) that you have used your Gift Card (or will use) your Gift Card contrary to these Terms and Conditions.

8. Liability

8.1. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any statutory rights or remedies you may have under the Australian Consumer Law.

8.2. To the extent permitted by law and subject to clause 8.1 above, you acknowledge that you are responsible for your Gift Card, and are liable for all transactions made using your Gift Card; any conditions implied by any laws (other than the Australian Consumer Law) are excluded; we will not be liable to you for any loss or damage (whether direct, indirect, punitive, exemplary, incidental, special or consequential) howsoever caused arising out of or in any way related to your use of a Gift Card; we will not be in default under these Terms and Conditions due to a failure to exercise, or delay in exercising, a right or perform any of our obligations under these Terms and Conditions for any reason unless any such failure or delay is caused by our gross negligence; and if we are liable to you, we limit our maximum aggregate liability to the initial value loaded onto the Gift Card at the time of purchase. We will not be responsible for any lost or misdirected eGift Cards, including where an incorrect email address has been provided to us. Anyone with access to the nominated email delivery address who received an eGift Card(s) will be presumed to be authorized to receive the eGift Card on your behalf. We do not accept liability for any unauthorized acceptance and any consequential unauthorized redemption of an eGift Card.

9. Penalties

9.1. Edward Meller reserves the right to:

- a) cancel, deactivate or void a Gift Card if it appears to have been damaged, defaced, mutilated, altered or tampered with in any way, in which case Edward Meller may inspect the Gift Card and undergo a process which will verify its authenticity;
- b) cancel a Gift Card, or Gift Card program, for any reason at any time without notice and will provide a replacement Gift Card (unless clause 9.1.a) above applies); and/or
- c) amend the value on the Gift Card, if there has been a technical, clerical or accounting error has occurred.

9.2. After a Gift Card is issued by Edward Meller, it may only be cancelled by you if the unspent value remaining on the Gift Card is zero or the Expiry Date has been reached.

9.3. The applicable penalty will be determined by Edward Meller in its sole discretion.

10. Relationship with Edward Meller

- 10.1.** Gift Cards may be used as personal or business gifts but must not be used in connection with any marketing, advertising or other promotional activities (including without limitation in websites, internet advertisements, email, telemarketing, direct mail, newspaper and magazine advertisements, and radio and television broadcasts) unless you obtain our prior written approval from Edward Meller.
- 10.2.** Use of our name or brands, or any names and logos of Edward Meller (other than in connection with the purchase or use of Gift Cards), and the use of any imagery provided by Edward Meller is strictly prohibited without the prior consent of Edward Meller.
- 10.3.** For any approval requests for marketing, advertisements, or other promotional activities please contact Edward Meller Head Office via email at headoffice@edwardmeller.com.au (9:00AM – 5:00PM, Monday to Friday AEST).

11. Privacy and confidentiality

- 11.1.** Any personal information provided by you in connected with a Gift Card will be handled in accordance with our Privacy Notice, a copy of which can be accessed at <https://www.edwardmeller.com.au/policies/privacy-policy>.
- 11.2 It is important that you read and understand the Privacy Policy. If you are unable to access it online, please email us at webstore@edwardmeller.com.au

12. Entire Agreement

- 12.1 These Terms and Conditions embody the entire agreement between you and Edward Meller in respect of your Gift Card. These Terms and Conditions are governed by the laws of Victoria, Australia.

13. Contacting Edward Meller

- 13.1.** If you have questions about your Gift Card purchased in an Edward Meller Store, please email us at headoffice@edwardmeller.com.au
- 13.2.** If you have questions about a physical or digital Gift Card purchased via edwardmeller.com.au, please contact our Online Customer Service Team on 1800 771 466 (9am-5pm Mon-Fri AEST) or via email at webstore@edwardmeller.com.au.
- 13.3.** If you have questions about a Gift Card purchased through Head Office, please contact us on 03 9522 9777 or via email at headoffice@edwardmeller.com.au (9:00AM – 5:00PM, Monday to Friday AEST).