

Willie Creek Pearls gift card and voucher terms of use

1. Introduction

These terms and conditions of use apply to all gift cards issued by Willie Creek Pearls Pty Ltd ABN 16 396 958 741 after 03 December 2015.

Your purchase, redemption or attempted redemption of a gift card or voucher constitutes your acceptance to be bound by these terms and conditions of Use and agreement to the privacy policy and security notice (see section 9).

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 or voucher. If you have any complaints, questions or would like more information about your gift card, please call 1800 799, Visit the website williecreekpearls.com.au/pages/giftcards or speak with one of our sales consultants in our showrooms.

Expiry: Gift cards or vouchers expire 1 year after the date of issue. See section 6.

2. Definitions

"gift card" means the gift voucher that you have purchased or received, such as Willie Creek gift voucher and Willie Creek E-Gift card

"remaining gift card value" means, at any time, that portion of the initial value loaded onto 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 Willie Creek Pearls.

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.

3. Gift card redemption & exclusions

3.1 Redemption

Except for the exclusions listed in paragraph 3.2 (exclusions) below, once loaded with value your gift card may be redeemed for purchases at all Willie Creek Pearls Showrooms.

3.2 exclusions

The following are the exclusions applicable to the redemption of your gift card:

- i. Gift cards cannot be used to purchase gift cards or other tender.
- ii. Gift cards are not redeemable at Willie Creek Pearls stockist's.

4. How purchase a gift card

4.1 In store gift card purchases

Request and purchase a gift card from the sales consultant for any value you nominate. You will be asked to provide both your details and the recipients details. Gift cards Purchased in our showrooms can only be used in the showrooms.

4.2 Online gift card purchases

Gift cards that are purchased from Willie Creek Pearls online are pre-loaded and activated in accordance with our Willie Creek pearls retail gift cards online terms and conditions (see

www.williecreekpearls.com.au/pages/giftcards). Gift Cards purchased online can only be used online.

4.3 All gift cards

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. You will not be awarded any loyalty reward points for the purchase of a gift card.

5. Using your gift card

5.1 Making a purchase with your gift card

Present your gift card at the point of sale at a Willie Creek Pearls showroom with the merchandise that you wish to purchase using that gift card. 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. If there is value remaining, a new gift card will be issued to that value. 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.

5.2 Transactions are authorised by you by:

1. Presenting your gift card to an operator at the point of sale;

When you authorise a transaction:

1. You are confirming that the transaction correctly represents the purchase price of the goods or services obtained; and
2. You are agreeing to pay the amount of that transaction by the reduction of the remaining gift card value.

5.3 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.

5.4 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 Willie Creek's exchange and returns policy.

Our exchange and returns policy includes the right for us to issue a gift card such as the other tender, cash, or discount.

5.5 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 the Willie Creek Pearls showroom where the purchase was made.

5.6 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.

5.7 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 in-store, or by calling 1800 799 999. For balance enquiries by phone, you will be required to provide both the gift card number (11 digit number) and the recipient's name.

5.8 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.

5.9 Can I purchase a gift card using a gift card?

Gift cards cannot be used to purchase another gift card.

6. Expiry, cancellation and re-issue of gift cards

6.1 Expiry of gift cards

Your gift card will be valid for use for one year 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 Willie Creek Pearls.

6.2 Cancellation and voiding of gift cards

1. Gift cards cannot be cancelled once they are issued except if voided by Willie Creek Pearls, if their value is used or if they expire.
2. We reserve the right to void any gift card that appears to have been defaced, mutilated, altered or tampered with in any way and Willie Creek Pearls may subject gift cards to a verification process.
3. 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.
4. We reserve the right to correct the balance of your gift card if we believe that a clerical or accounting error has occurred.

6.3 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 as a result of the production process or otherwise due to the fault of us or our agents or contractors.

7. Your gift card, your responsibility

1. 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.
2. Treat your gift card like cash. Lost or stolen gift cards will not be replaced or refunded.

8. 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.williecreekpearls.com.au/pages/giftcards. If you write to Willie Creek Pearls within the notice period and do not accept the changes, we may cancel your gift card and refund any remaining gift card value to you.

9. Privacy and confidentiality

A copy of the Willie Creek Pearls privacy policy is available at www.williecreekpearls.com.au. It is important that you read and understand both these Terms and Conditions and the privacy policy. Our privacy and security policy explains how we handle the personal information that we may collect from you with respect to gift cards. If you do not have a copy and are unable to access the policy online (at williecreekpearls.com.au/pages/privacy-and-security), please call 1800 799 999 for a copy.

10. Errors and complaints

If you have reason to believe that an error has occurred in relation to your gift card, you should call 1800 799 999.

11. 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 Western Australia, Australia. Any dispute in connection with a gift card is exclusively subject to the jurisdiction of the courts of Western Australia, Australia (including the federal court of Australia, Western Australia registry).

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