

## **Willie Creek Pearls tour gift card and voucher terms of use**

### **1. Introduction**

These terms and conditions of use apply to all tour gift cards issued by Willie Creek Pearls Pty Ltd ABN 16 396 958 741 after 01 December 2018.

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 questions or would like more information about your gift card, please call 1800 799 999, visit our website [williecreekpearls.com.au/pages/gift-cards](http://williecreekpearls.com.au/pages/gift-cards) or speak with one of our showroom sales consultants.

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 tour gift voucher.

"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", "our" 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 on all Willie Creek Pearls tours unless a voucher is purchased for a specific tour product and is stated on the voucher.

#### *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 through third party sellers (agents) of Willie Creek Pearls tour products.

### **4. How purchase a gift card**

#### *4.1 In-store gift card purchases*

Request and purchase a gift card from the sales consultant in any of our showrooms. If purchasing in-store you will be asked to provide both your details and the recipients details.

#### *4.2 Online gift card purchases*

Online tour gift cards that are purchased from Willie Creek Pearls online are pre-loaded and activated. Gift Cards purchased online can be used online, in-store or over the phone by quoting the code.

#### *4.3 Telephone gift card purchases*

Gift cards that are purchased over the phone require a credit card payment at the time. The gift card will be sent to the email address you nominate immediately following the purchase. Tour gift cards purchased over the phone can be redeemed by placing a booking online, in-store or over the phone.

#### *4.4 All gift cards*

Pay for your gift card value with the tender that's available depending on the avenue you purchase from (other than a gift card). The transaction will be completed when the gift card is activated and loaded with value.

### **5. Using your tour gift card**

#### *5.1 Making a purchase with your gift card*

1. Quote your gift card unique code when; checking out online, booking over the phone or in-store at a Willie Creek Pearls showroom. No change will be given for any remaining gift card value. If there is value remaining on the tour gift card, no change will be given. You can save this value and use up the balance on a new tour booking. You agree that we can reduce the remaining gift card value by the value of all tours booked that are authorised by you.

2. Gift cards purchased specifically for one tour are not transferrable for use on a different tour.

3. All tour gift cards purchased are subject to standard Willie Creek Pearls tour booking terms & conditions. All tours including scenic helicopter flights are subject to weather conditions. Willie Creek Pearls reserves the right to cancel or change tours without notice. Willie Creek Pearls shall not be held liable for any accident, injury, delay, loss or damage caused by the provision of, or failure to provide, any services listed in this brochure. All tour prices and times are current at the time of printing and may be subject to change. Children under 16 years of age must travel with a parent or guardian. Bookings essential for all self-drive visitors. Family refers to two adults and two children under 16 years of age. Prices are subject to change.

#### *5.2 Transactions are authorised by you by:*

1. Quoting your gift card code to a staff member or online at the time of booking;

#### *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 tour 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 Changing or cancelling tour bookings purchased with a gift card*

Bookings that are purchased solely, or in part with a gift card may be changed and are subject to standard Willie Creek Pearls tour booking terms & conditions. Willie Creek Pearls require 24 hours' notice of any tour booking change or cancellation. Less than 24 hours' notice of cancellation will incur a charge of 100% of the tour price. Coach pick up and tour time will be confirmed at time of booking.

### *5.5 Issue tours booked with a gift card*

If you have an issue with any tours that you booked with a gift card you should contact the Willie Creek Pearls Bookings Office on 08 9192 0000.

### *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 by calling 08 9192 0000. For balance enquiries by phone, you will be required to provide the gift card 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 accounting error has occurred.

### **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 day's notice of such changes. We will give you notice by posting the changes on [www.williecreekpearls.com.au/pages/giftcards](http://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](http://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](http://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.

### **12. 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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