

Imperial Bullion

Gift Card Terms and Conditions

#### Introduction

These Terms and Conditions of Use apply to all Gift Cards issued by Master Metals Exchange Pty Ltd trading as Imperial Group Australia (ABN 89 616 963 412) after 01 July 2024.

YOUR PURCHASE, REDEMPTION OR ATTEMPTED REDEMPTION OF A GIFT CARD CONSTITUTES YOUR ACCEPTANCE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE.

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 call 07 3630 1903, visit the website www.imperialbullion.com.au or see in-store.

**Expiry**: Imperial Bullion Gift Cards expire 3 years after the date of issue.

#### 1. Gift Card Redemption & Exclusions

1.1 Redemption

Once loaded with value your Gift Card may be redeemed for purchases at all Imperial Bullion stores.

#### 2. How to load value onto your Gift Card

2.1 In store Gift Card purchases

Present the Gift Card to our point of sale operator. Check that the Gift Card has not been removed from the cardboard carrier.

Nominate the value you wish to be loaded on the Gift Card. A minimum of \$50.00 and a maximum of \$3000.00 can be loaded on to each Gift Card.

#### 2.2 Online Gift Card purchases

Physical Gift Cards that are purchased from Imperial Bullion online are pre-loaded and delivered activated via Australia Post Registered Post service.

eGift Cards that are purchased from Imperial Bullion online will be delivered to the nominated inbox on the order once payment has been validated and approved. Please note that eGift Cards will be activated 24 hours after payment has been approved.

#### 2.3 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.

### 3. Using your Gift Card

**Imperial Group Head Office** 

101 Allen St, Hamilton, Queensland 4007 (07) 3630 1903 | info@imperialgroup.com.au www.imperialgroup.com.au

#### 3.1 Making a purchase with your Gift Card

Present your Gift Card at the point of sale at an Imperial Bullion store with the merchandise that you wish to purchase using that Gift Card. Our point of sale operator will scan your 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. The Remaining Gift Card Value may be used in whole or part against future purchases until the Gift Card expires.

### 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 Imperial Bullion's exchange and returns policy.

#### 3.4 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 Imperial Bullion store where the purchase was made.

#### 3.5 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 in-store.

### 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.

### 3.9 Destruction of Gift Card with no value

All Gift Cards remain the property of Imperial Bullion. 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 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 Imperial Bullion, 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 Imperial Group Head Office

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tampered with in any way and Imperial Bullion may subject Gift Cards to a verification process.

- c. 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 we will elect to provide a refund or a replacement Gift Card.
- d. We reserve the right to correct the balance of your Gift Card if we believe that a clerical or accounting error has occurred.

#### 4.5 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 on https://retail.myergiftcards.com.au/. If you write to Imperial Bullion 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.

# 8. Privacy and confidentiality

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

A copy of the Imperial Bullion Security Policy is available at www.imperialbullion.com.au/terms-conditions

It is important that you read and understand both the Security 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 07 3630 1903 or visit the Imperial Bullion store at which the Glft Card was purchased.

## 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.