



GIFT CARD TERMS OF USE

1 Introduction

- 1.1 These Terms and Conditions of Use apply to all Gift Cards issued by PeakForm Tech Pty Ltd ACN 672824476 after 01 November 2023.
- 1.2 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 SECTION 17).
- 1.3 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 contact us using the details in Section 21, or visit the website <https://www.peakformtech.com/gift-card>.
- 1.4 Expiry: PeakForm Tech Gift Cards sold after 01 November 2023 expire 3 years after the date of Gift Cards.

2 Definitions

- 2.1 "Gift Card Code" means the 16-digit Code printed on the Gift Card or Gift Card email notification.
- 2.2 "PeakForm Tech" means PeakForm Tech Pty Ltd ACN 672824476 of Brisbane, Queensland, 4116 Australia.
- 2.3 "Gift Card" means the Gift Card that you have purchased or received, such as one of the following: PeakForm Tech Gift Card, PeakForm Tech eGift Card.
- 2.4 "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. Also referred to as your balance.
- 2.5 A reference to "we" or "us" is a reference to PeakForm Tech Pty Ltd.
- 2.6 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 online at <https://www.peakformtech.com>. During payment, they select the "Redeem a gift card" option and enter your unique gift card code.

3.2 Exclusions

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

- a. all purchases made via phone, facsimile or email;
- b. Gift Cards cannot be used to purchase Gift Cards or other tender.
- c. Gift cards cannot be used to purchase product and service subscriptions including Plans and Specials where more than one Product or Service in bundled into a package.

- 3.3 You agree that you will not use your Gift Card to purchase goods or services that a retailer is not permitted to supply to you (for example, a retailer cannot by law sell alcohol to you if you are under 18 years of age).

4 Gift Card Purchase and Loading Value

4.1 Online Gift Card purchases

eGift Cards that are purchased from PeakForm Tech 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.

- 4.2 You are responsible for the accuracy of your order, including your email and your recipients name and email address. PeakForm Tech will deliver the personalised gift card to the email address provided in the order. You agree that the supplied content (including your details) will be used and shared with our suppliers for the management and fulfilment of your order. You grant us and our supplier the right to use, modify, print, store and reproduce the content for the purpose of providing the personalisation service to you. Refer to Section 17 for PeakForm Tech's Privacy Policy.

- 4.3 eGift cards allow personalised messages to be added if the Gift Card is for someone else. You confirm and promise that you will only submit a photo or video that you own, or have the permission from the owner of the media or persons appearing in the content, to use.

- 4.4 If you upload content that infringes the rights of any person, you will pay any losses, costs or expenses we (or our suppliers) incur as a result of possession, printing, modification or other use of the content.

- 4.5 PeakForm Tech reserves the right to refuse and not fulfil your order, if in its opinion believes the content is unacceptable, inappropriate or does not meet our content guidelines. In such instances, PeakForm Tech will notify you and request you re-submit your media/order.

- 4.6 Variations in image quality and slight changes in position may occur in the finished product. You acknowledge that the finished personalisation message is dependent on the quality of the image or video submitted by you.



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4.7 All Gift Cards

- 4.7.1 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.
- 4.7.2 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.
- 4.7.3 Except if expressly stated by us in the case of special promotions, you will not be awarded any PeakForm Tech Rewards Points when you purchase a Gift Card.

5 Using your Gift Card

5.1 Making a purchase with your Gift Card

- 5.1.1 The transaction will be completed when the balance has reduced on your Gift Card.
- 5.1.2 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.
- 5.1.3 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 giving us details of the Gift Card and authorising the transaction in some other way approved by us.
- 5.1.4 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.

6 Purchases exceeding the Remaining Gift Card Value

- 6.1 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.

7 Exchanging items purchased with a Gift Card

- 7.1 Goods that are purchased solely, or in part with a Gift Card may be exchanged or returned subject to PeakForm Tech's exchange and returns policy.

8 Issue with goods or services purchased with a Gift Card

- 8.1 If you have an issue with any goods or services that you purchased with a Gift Card, you should contact PeakForm Tech.

9 No cash advances

- 9.1 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.

10 Checking your Gift Card balance, expiry date and transaction history

- 10.1 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 contacting us via phone or email per in the details below. For balance enquiries, you will be required to supply the Gift Card code (16 digit number) on your Gift Card prior to getting access to the Gift Card information.

11 Can I exchange my Gift Card?

- 11.1 You cannot exchange your Gift Card for a different denomination or type of Gift Card or for another tender, cash or discount.

12 Can I purchase a Gift Card using a Gift Card?

- 12.1 Gift Cards cannot be used to purchase another Gift Card.

13 Expiry, cancellation and re-issue of Gift Cards

- 13.1 Expiry of Gift Cards
- 13.2 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.
- 13.3 Cancellation and voiding of Gift Cards
 - 13.3.1 Gift Cards cannot be cancelled once they are issued except if voided by PeakForm Tech, if their value is used or if they expire.
 - 13.3.2 We reserve the right to void any Gift Card that appears to have been defaced, mutilated, altered or tampered with in any way and PeakForm Tech may subject Gift Cards to a verification process.
 - 13.3.3 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.
 - 13.3.4 We reserve the right to correct the balance of your Gift Card if we believe that a clerical or accounting error has occurred.
- 13.4 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



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

14 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.

15 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.

16 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://www.peakformtech.com/terms>. If you write to PeakForm Tech 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.

17 Privacy and confidentiality

Our Privacy 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, please contact us for a copy.

A copy of the PeakForm Tech Pty Ltd Privacy Policy is available at <https://www.peakformtech.com/terms>

It is important that you read and understand both the Privacy and Security Notice and the Privacy Policy.

18 Errors and complaints

If you have reason to believe that an error has occurred in relation to your Gift Card, you should contact us using the details in Section 21.

19 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.

20 Applicable law

These Terms and Conditions of Use are to be construed and enforced in accordance with the laws of Queensland, Australia. Any dispute in connection with a Gift Card is exclusively subject to the jurisdiction of the courts of Queensland, Australia (including the Federal Court of Australia, Queensland Registry).

21 Contact Us

For further information or enquiries, please contact us at:

Email: info@peakformtech.com

Phone: +61 452 135 934

Website: <https://www.peakformtech.com/contact>

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