



# GIFT CARD TERMS OF USE

## Gift Voucher Terms of Use

Product Issuer: **MCM SALES & SERVICE Pty Ltd**

**1. These Terms.** **1.1** You agree to these terms when you purchase, activate, redeem, enquire or attempt to use a gift voucher. **1.2** The issuer may amend these terms at any time without notice. **1.3** Where you purchase these gift vouchers as a personal or business gift, or for other business uses approved by the issuer, you must ensure that the end gift voucher holder is made aware of these terms, including the expiry date.

**2. Purchase of Gift Voucher.** **2.1** Gift vouchers may be purchased from the issuer, MCM Sales & Service, 153 Raglan Parade, Warrnambool, VIC

**3. Redemption of Gift Voucher.** **3.1** A gift voucher has no value unless activated in the issuer's system and payment has been made. **3.2** A gift voucher may be redeemed for goods and services purchased from MCM Sales & Service. **3.4** If the purchase price exceeds the balance of the gift voucher, the gift voucher holder must pay the difference using another payment method. No change will be given and any balance on the gift voucher may only be used in whole or in part against future purchases. **3.5** Gift vouchers expire 3 years from the date of issue.

**4. Exclusions.** **4.1** A gift voucher cannot be reloaded, used for cash advances or redeemed for cash. **4.2** A gift voucher cannot be used to purchase other gift vouchers. **4.3** A gift voucher cannot be exchanged for a different brand, denomination, or type of gift voucher.

**5. Lost and stolen gift vouchers.** **5.1** A gift voucher must be treated as cash as it will not be reissued, refunded, or honored if lost or stolen. **5.2** A gift voucher will only be reissued, refunded, or honored where the gift voucher is shown to be faulty or damaged due to the fault of the issuer or where there has been a breach of any condition or warranty implied under the Australian Consumer Law.

**6. Liability.** **6.1** Gift voucher holders are responsible for the use and safety of their gift vouchers at all times. **6.2** To the extent permitted by law, the issuer and its related entities are not liable to any person for any loss or damage (including direct or consequential loss), nor will they be in default of these terms for failure to observe or perform any of their obligations under these terms, for any reason or cause, which could not, with reasonable diligence, be controlled or prevented.

**7. Promotion Activities.** **7.1** The issuer does not permit the use of gift vouchers in connection with any marketing, promotion or advertising activities without the prior written consent of the issuer. **7.2** Gift vouchers may not be used in a manner that implies that a person, business, product, or service is endorsed or sponsored by or affiliated with the issuer or any of their related entities.

**8. Privacy.** **8.1** Personal information may be collected by the issuer at the time of purchase or redemption of a gift voucher. Persons subject to these terms consent to the use of their personal information in accordance with the Privacy Policy unless they advise otherwise.

**9. Enquiries and Complaints.** **9.1** Where a person has a complaint or inquiry about gift vouchers, they should contact the issuer at [gm@mcmtrading.com.au](mailto:gm@mcmtrading.com.au)