

TCC GIFT CARD TERMS & CONDITIONS

INTRODUCTION

1. This document sets out the Terms and Conditions of The Coffee Club's Gift Card in Australia.
2. You must read this document carefully before using the TCC Gift Card. If you do not understand these Terms and Conditions or if you have any questions, please contact The Coffee Club on the details stated on its website, www.coffeeclub.com.au.

DEFINITIONS

3. In these Terms and Conditions, the following definitions will apply:

Card Balance means the unspent or remaining monetary value available on a TCC Gift Card.

Card Number means a unique bar code number that appears on the back of a TCC Gift Card.

Dispatch Date means the date a TCC Gift Card was mailed to the Recipient.

Dollar or **\$** means Australian dollars.

Expiry Date means the date being 36 months (or 3 years) from the date of purchase of a TCC Gift Card after which time any remaining funds on a TCC Gift Card will not be available for Redemption.

Participating Store means a participating corporate, equity or franchised owned and/or operated The Coffee Club, café, bar, restaurant, drive thru or store listed on the Website, as amended from time to time which accepts payments using a TCC Gift Card/s, as amended from time to time.

Recipient means the person who receives and/or purchases a TCC Gift Card.

Redeem means to reduce the value loaded on a TCC Gift Card by using a TCC Gift Card to purchase goods at a Participating Store.

Redeemable, Redeemed and **Redemption** have corresponding meanings to that of Redeem.

TCC Gift Card means a physical or electronic gift card/s issued by us to the Recipient.

TCC Reward Points means points accumulated by a member of a loyalty program facilitated and operated by us.

Terms and Conditions or **Terms** means this document, including any variations or amendments notified to you by us from time to time.

we, us, our or **TCC** means The Coffee Club Franchising Company Pty Ltd ACN 128 563 333.

you or **your** means the person who is taken to agree to these Terms.

Website means www.coffeeclub.com.au.

TERMS AND CONDITIONS

4. ACCEPTANCE

4.1. These terms and conditions apply to each TCC Gift Card.

4.2. By purchasing, receiving, activating, using or attempting to use a TCC Gift Card, you:

- a. agree to be bound by these Terms;
- b. warrant to us that you will comply with these Terms and all applicable laws;
- c. agree that a TCC Gift Card will not be used in any manner that is unlawful, misleading, deceptive, unfair or otherwise harmful to consumers.

5. PURCHASING A TCC GIFT CARD

5.1. TCC Gift Cards can be purchased from any Participating Store or online, via the Website.

5.2. Purchase of a TCC Gift Card can only be made by way of cash, EFTPOS, or credit card. A TCC Gift Card or TCC Reward Points cannot be used to purchase a TCC Gift Card or cannot be used to add value to a TCC Gift Card.

5.3. A TCC Gift Card will be activated at the time of sale.

5.4. If a physical TCC Gift Card is purchased, such gift card will only be dispatched once payment is received by us.

6. LOADING VALUE ONTO A TCC GIFT CARD

6.1. Subject to clause 6.2, a minimum of \$10.00 and a maximum of \$100.00 can be loaded on each TCC Gift Card.

6.2. A minimum of \$5.00 and a maximum of \$100.00 can be loaded on a TCC Gift Card online via the Website for corporate customers.

6.3. At our absolute discretion, we may change the minimum and maximum amounts that can be loaded on a TCC Gift Card. If we decided to do this, we will publish details on our Website.

6.4. A TCC Gift Card is valid for use until the Expiry Date.

7. REDEEMING A TCC GIFT CARD

7.1. A TCC Gift Card can be Redeemed for goods and services from Participating Stores up to the value loaded onto a TCC Gift Card. Once a transaction is processed, value is Redeemed from the Card Balance.

7.2. TCC Gift Cards can be used in Participating Stores for any menu (excluding any loyalty program memberships we operate) item insofar as it is lawful for us to sell you such item (for example we cannot, by law, sell alcohol to you if you are under 18 years of age).

7.3. TCC Gift Cards cannot be:

- a. refunded; or
- b. used to obtain cash; or
- c. reloaded.

7.4. Resale of TCC Gift Cards is strictly prohibited, except with our prior written consent.

7.5. Where the price of the goods being purchased with a TCC Gift Card exceeds the Card Balance, you must pay the amount in excess of the Card Balance by an alternative payment method at the discretion of the relevant Participating Store.

7.6. Once your TCC Gift Card has reached:

- a. its Expiry Date, any unspent value cannot be used or Redeemed by you. In such circumstances, we are not obliged to compensate you for any unspent value unable to be redeemed.
- b. a nil balance it cannot be re-activated or reloaded.

7.7. The Redemption of TCC Gift Cards is restricted to the purchase of standard retail quantities of goods.

8. TRANSACTION ENQUIRIES

8.1. You can check your Card Balance by:

- a. Visiting the Website;
- b. Calling (07) 3328 4453; or
- c. Asking a staff member at any Participating Store.

8.2. To make a balance enquiry on your TCC Gift Card, you must provide your Card Number when prompted.

9. LOST OR STOLEN TCC GIFT CARDS

9.1. You must treat a TCC Gift Card like cash.

9.2. If a TCC Gift Card is damaged, lost or stolen, please contact us. However we have no obligation to replace or refund the value for damaged, lost, stolen or deleted TCC Gift Cards except where we have breached any condition or warranty implied under consumer protection legislation that cannot be excluded in these terms and conditions.

9.3. We reserve the right to place a stop on a TCC Gift Card if:

- a. you report a TCC Gift Card as being lost, stolen, damaged or deleted;
- b. we believe (or reasonably suspect) that you have used (or will use) a TCC Gift Card contrary to these Terms; or
- c. we believe (or reasonably suspect) that there is an error with a TCC Gift Card.

9.4. Where we place a stop on a TCC Gift Card that has been lost or stolen, and you subsequently inform us that you have located such gift card, we will, at our sole discretion re-active the TCC Gift Card.

10. LIABILITY

10.1. You are responsible for the use and safety of a TCC Gift Card, and are liable for all transactions made using a TCC Gift Card

10.2. Subject to these Terms, we are not liable to you for any loss or damage (whether direct, indirect, consequential or special) either in negligence, tort, breach of contract, breach of warranty or for any other reason or cause whatsoever, arising out of or in connection with a TCC Gift Card, or these Terms.

10.3. The exclusion of our liability and indemnity in these Terms only applies to the extent permitted by law. Where consumer protection legislation implies any condition or warranty that cannot be excluded in these Terms, we limit our liability for breach of any such implied conditions or warranties to re-supply the services (or cost thereof). Any liability we have to you will be reduced by the extent (if any) to which you caused or contributed to the loss or damage.

11. RELATIONSHIP WITH US

11.1. By using a TCC Gift Card, you acknowledge and agree:

- a. to use a TCC Gift Card for only personal or business use, excluding in connection with any marketing, advertising or other promotional activities (including without limitations to websites, internet advertisements, email, telemarketing, direct mail, newspapers and magazine advertisements, and radio and television broadcasts) unless you obtain our prior written approval;
- b. that use of a TCC Gift Card in breach of the preceding clause will result in the TCC Gift Card being terminated with the unspent value not being able to be Redeemed;
- c. to only use our name, brands, logos or get-up in connection with the purchase or use of TCC Gift Cards (all other uses are strictly prohibited).

12. ERRORS AND COMPLAINTS

12.1. If you have questions or would like to make a complaint, please contact us via any of the methods detailed on our Website.

13. GENERAL

13.1. Any failure or delay by TCC in exercising its rights under these Terms does not constitute a waiver of those rights and any waiver by TCC must be in writing and signed by an authorised officer of TCC.

13.2. Except as provided in any law which cannot lawfully be excluded or modified by agreement, TCC does not accept any liability whatsoever, including for negligent acts and omissions, with respect to:

- a. the breach of any of these terms or any term implied by law (including statute) by any person other than TCC;
 - b. any death or injury or consequential loss or damage arising from the supply of a VIP Benefit and/or other reward, prize, giveaway;
 - c. the loss, theft or destruction of a TCC benefit, reward, prize, giveaway;
 - d. any failure, delay or inability of you being unable to Redeem or use a TCC Gift Card due to circumstances beyond TCC's control, including but not limited to strikes or industrial disputes, acts of God, flood, weather, pandemic, war or civil disturbance; and
 - e. any other liability, loss or damage incurred or suffered by you (or any other person) in connection with a TCC Gift Card.
- 13.3. TCC may, without notice to a Member, assign or otherwise transfer the benefit of all or any part of these Terms to any other person or entity, and any such person or entity will be bound by these Terms. You cannot assign, novate or otherwise transfer any rights, benefits or liabilities relating to these Terms or without our prior written consent.
- 13.4. These Terms will be construed according to and governed by the laws of Queensland, or if necessary, the Commonwealth and the parties submit to the exclusive jurisdiction of the courts in Queensland and, when necessary the Commonwealth.

14. PRIVACY

- 14.1. The Coffee Club's Privacy Policy forms part of these Terms and Conditions and can be found at: <https://www.coffeecub.com.au/privacy-policy/> (the Privacy Policy).
- 14.2. You acknowledge and agree that by using a TCC Gift Card you have read, understood and accept the terms of the Privacy Policy.

CONTACT US

The Coffee Club can be contacted Monday – Friday (between 8.00am and 5.00pm AEST) excluding public holidays as follows:

Attention: The Coffee Club Gift Card Team
The Coffee Club
PO Box 5786
WEST END QLD 4101
(07) 3328 4453