

MAZZUCCHELLI'S

CELEBRATING LIFE'S SPECIAL MOMENTS SINCE 1903.

GIFT CARD TERMS AND CONDITIONS OF USE

INTRODUCTION

These Terms and Conditions of Use apply to all Gift Cards issued by The Jewellery Group Pty Ltd ABN 25 124 077 729 after 01 April 2007.

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 OUR PRIVACY POLICY (SEE PARAGRAPH 8).

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 1300 533 380, visit the website www.mazzucchellis.com.au/gift-cards or visit us in-store.

Expiry: Mazzucchelli's Gift Cards expire 12 months after the date of issue. See paragraph 4.

DEFINITIONS

"Prepaid Card Pin" means the 4-digit Prepaid Card Pin printed on the back of the Gift Card.

"The Jewellery Group" and "Mazzucchelli's" means The Jewellery Group Pty Ltd ABN 25 124 077 729 of GPO Box 976, Adelaide 5001 and any Mazzucchelli's store, trading as Mazzucchelli's (excluding the Brisbane International Airport concession stand).

"Gift Card" means the gift card that you have purchased or received, such as one of the following: Mazzucchelli's Gift Card and Mazzucchelli's Insurance Replacement Gift Card.

"Remaining Gift Card Value" means, at any time, that portion of the initial value loaded onto your Gift Card which is unspent and can be accessed by using the Gift Card in accordance with these Terms and Conditions of Use.

"Terms and Conditions" means the Terms and Conditions detailed in this document.

A reference to **"we"** or **"us"** is a reference to The Jewellery Group Pty Ltd.

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 and Conditions of Use, or who authorises another person to do something with or to the Gift Card on their behalf.

1. GIFT CARD REDEMPTION & EXCLUSIONS

1.1 Redemption

Except for the exclusions listed in paragraph 1.2 (Exclusions) below, once loaded with value your Gift Card may be redeemed for purchases at all Mazzucchelli's stores.

1.2 Exclusions

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

- a. all purchases made via phone, facsimile, email or online;
- b. bill payments, including credit card accounts, and store accounts;
- c. Gift Cards cannot be used to purchase Gift Cards or other tender; and
- d. Gift Cards cannot be used to purchase goods from the Brisbane International Airport concession stand.

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.

2. HOW TO LOAD VALUE ONTO YOUR GIFT CARD

2.1 In store Gift Card purchases

Select the Gift Card at our point of sale and hand it to our sales representative. When issued, check that the Gift Card scratch panel on the back of the Gift Card has not been tampered with or removed before purchase. If it has been tampered with or removed before purchase, give the Gift Card to our sales representative to be destroyed and request a new one.

Nominate the value you wish to be loaded on the Gift Card. A minimum of \$10.00 and a maximum of \$5,000.00 can be loaded on each Gift Card.

2.2 Online Gift Card purchases

Gift Cards that are purchased from Mazzucchelli's website are pre-loaded and activated in accordance with these Terms and Conditions (see www.mazzucchellis.com.au/gift-cards).

2.3 Corporate Gift Card purchases

Gift Cards for insurance customers that are purchased directly from The Jewellery Group Insurance Department are pre-loaded and activated in accordance with these Terms and Conditions (see www.mazzucchellis.com.au/insurance).

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2.4 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

3.1 Making a purchase with your Gift Card

Present your Gift Card at the point of sale at any Mazzucchelli's store with the merchandise that you wish to purchase using that Gift Card. Our sales representative will instruct you to swipe your Gift Card in the terminal and then enter the Prepaid Card Pin into the pin pad. 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.

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:

- a. swiping your Gift Card and entering your Prepaid Card Pin, or allowing an operator or other person to do so, at the point of sale; or
- b. giving us details of the Gift Card and authorising the transaction in some other way approved by us.

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.

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 additional amount required 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 Mazzucchelli's returns policy.

Our exchange and returns policy includes the right for us to issue a replacement Gift Card instead of other tender, cash, credit card refund or cheque.

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 Mazzucchelli's 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, or by calling 1300 553 380. For balance enquiries by phone, you will be required to enter both the Gift Card number (17 digit number) and Prepaid Card Pin on your Gift Card prior to getting access to the Gift Card information.

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, credit card refund or cheque.

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 The Jewellery Group. If the Remaining Gift Card Value is zero your Gift Card cannot be reloaded. Our sales representative 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 Mazzucchelli's Gift Card will be valid for use for 12 months 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 The Jewellery Group.

4.2 Expiry of Mazzucchelli's Insurance Replacement Gift Card

Your Mazzucchelli's Insurance Replacement Card will be valid for use for 12 months 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 The Jewellery Group.

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4.3 Cancellation and voiding of Gift Cards

- a. Gift Cards cannot be cancelled once they are issued except if voided by Mazzucchelli's, 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 tampered with in any way and Mazzucchelli's 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 (except those set out in paragraph b) 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.

4.4 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 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 www.mazzucchellis.com.au/gift-cards. If you write to The Jewellery Group 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 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 (at www.mazzucchellis.com.au/privacy-policy), please call 08 8228 4557 for a copy.

It is important that you read and understand the Privacy 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 1300 533 380.

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 of Use. 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 and Conditions 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.

11. APPLICABLE LAW

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