

ProfessioNail Australia Gift Card Terms and Conditions

Terms & Conditions

These Terms and Conditions of Use apply to all Gift Cards issued by Professionail & Spa Holdings Pty Ltd and all its Licensees after 01 March 2019.

1. These Terms

- 1.1 You agree to these Terms when your purchase, activate, redeem, enquire, or attempt to use a Gift Card.
- 1.2 The Issuer may amend these Terms at any time without notice.
- 1.3 These Terms are governed by and construed in accordance with the laws and Courts of New South Wales.
- 1.4 Where you purchase these Gift Cards as a personal or business gift, or for other business uses approved by the Issuer, you must ensure that the end Gift Card holder is made aware of these Terms, including the expiry date.

2. Purchase of Gift Card

- 2.1 The Issuer only issues physical Gift Cards.
- 2.2 Gift Cards may be purchase from the Issuer ('Professionail & Spa Holdings Pty Ltd') and from any Licensee carrying on business at a Professionail store.
- 2.3 Enquiries relating to corporate orders, should contact the Issuer's head office on (02) 9723 0644.

3. Redemption of Gift Card

- 3.1 A Gift Card has no value unless payment has been made to the Issuer.
- 3.2 A Gift Card may be redeemed for goods and services purchased from any Licensee carrying on business at a Professionail store, unless stated otherwise on the Gift Card.
- 3.3 On presentation of a Gift Card to a Licensee, the Issuer procures the Licensee to provide credit up to the balance of the Gift Card as stated on the Gift Card, against the purchase price due to the Licensee. If the purchase price exceeds the balance of the Gift Card, the gift card holder must pay the difference using another payment method. If there is a remaining balance, the Licensee is expected to retain the redeemed Gift Card and issue the Gift Card holder a Replacement Gift Card with the value of the remaining balance, with the same Expiry Date as the redeemed Gift Card.

4. Expiry Date

- 4.1 A Gift Card expires 36 months from date of issue.
- 4.2 Any balance remaining on a Gift Card after the expiry date will not be able to be redeemed by the Gift Card holder.

5. Exclusions

- 5.1 A Gift Card presented in altered, fraudulent or defaced form will not be redeemed by the Gift Card holder.
- 5.2 A person may be asked to verify, to the reasonable satisfaction of the Licensee, that they are authorised to redeem a Gift Card issued by another Licensee.
- 5.3 A Gift Card cannot be redeemed for goods and services from Professional stores operating outside Australia.
- 5.4 A Gift Card cannot be reloaded, used for cash advances, or redeemed for cash.
- 5.5 A Gift Card cannot be used to purchase other Gift Cards.
- 5.6 A Gift Card cannot be exchanged for a different brand, denomination, or type of Gift Card.
- 5.7 A Gift Card at all times, remains the property of the Issuer, and must not be resold or re-valued by a person, without the express written consent of the Issuer.

6. Lost and Stolen Gift Cards

- 6.1 A Gift Card must be treated as cash as it will not be reissued, refunded, or honoured if lost or stolen.

7. Liability

- 7.1 Gift Card holders are responsible for the use and safety of their Gift Card at all times.
- 7.2 To the extent permitted by law, Issuer, a Licensee, and their 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.

8. Privacy

- 8.1 A Gift Card holder may be required to provide proof of identity.
- 8.2 Personal information may be collected by the Issuer, the Licensee, or their related entities

at the time of purchase or redemption of a Gift Card. The Privacy Act 1988 (Cth) imposes obligations on the Issuer and each Licensee in relation to the collection, security, quality, access, use and disclosure of personal information. These obligations are detailed in the Australia Privacy Principles (APPS). Under the APPS, the Issuer and Licensees are only permitted to collect personal information if it is reasonably necessary for, or directly related to, one or more of their functions or activities. Personal information collected through this function is used for the purpose of identification. The Privacy Policy of a Licensee is available from that Licensee. The Privacy Policy of the Issuer is available by contacting the Issuer's Privacy Officer on (02) 9201 6111. Persons subject to these Terms consent to the use of their personal information in accordance with the Privacy Policy unless they advise the Privacy Officer otherwise.

9. Enquiries and Complaints

- 9.1 Where a person has a complaint or enquiry about Gift Cards, they should contact the Issuer at (02) 9723 0644 or info@professionail.com.au .
- 9.2 Where a person has a complaint or enquiry about goods or services purchased by a person using a Gift Card, they should contact the relevant Licensee where they purchased the goods or services.