

The following are the terms and conditions applicable to your gift-it.com.au Balance and gift-it.com.au Gift Cards.

Last Updated: February 18, 2018

- **Gift Cards; Gift-it.com.au Balance.**

Gift-it.com.au Gift Cards are issued by DEVELOP-IT GLOBAL a Proprietary Limited company. For the purposes of this document 'Gift-it.com.au', and 'DEVELOP-IT GLOBAL' will be referred to as "Gift-it". Your Gift-it Balance displays the total remaining balance of all Gift Cards that have been applied to your Gift-it account but not yet applied to a purchase at selected retailers. We may refer to your Gift-it Balance as your "Gift-It Balance" or "Gift Card balance". To view your Gift-it Balance, visit [Your Account](#) on Gift-it.com.au. Purchases are deducted from your Gift-it Balance. Any unused Gift-it Balance will remain associated with your Gift-it account. If a purchase exceeds your Gift-it Balance, the remaining amount must be paid with another payment method.

Gift Cards may only be redeemed toward the purchase of eligible goods and services provided by Develop-it Global Pty Ltd. Services, and its affiliates detailed from time to time on www.Gift-it.com.au. Eligible goods and services are subject to change in our or our affiliates sole discretion. Redemption of Gift Cards at any affiliate is subject to change in our sole discretion.

- **Limitations.**

Your Gift-it Balance cannot be used to purchase other Gift Cards, prepaid open loop cards, or certain third-party gift cards. Gift Cards cannot be reloaded; resold; used for payment outside of www.Gift-It.com.au or its affiliates; used for unauthorized advertising, marketing, sweepstakes or other promotional purposes; redeemed for more than face value; transferred for value; redeemed for cash; or returned for a cash refund (except to the extent required by law). ~~No portion of your Gift-It.com.au Balance may be transferred to another Gift-It.com.au account.~~ Neither your Gift-it Balance nor your Gift Cards may be applied to the purchase of goods or services at any affiliate outside of Australia. ????

- **Risk of Loss.**

The risk of loss and title for Gift Cards pass to the purchaser upon our electronic transmission of the Gift Card to the purchaser or designated recipient, or our delivery to the carrier, whichever is applicable. Gift Cards must be obtained from Gift-It or an authorised third party, and you are responsible for safeguarding your Gift-it Balance or Gift Card from unauthorised use. We are not responsible if any Gift Card is lost, stolen, or destroyed, or if your Gift-it Balance or any Gift Card is used without your permission. There are a variety of Gift Card scams that request payment by Gift Card. Gift-It is not responsible for, and assumes no liability to you for, any unlawful conduct or fraud by any third party associated with any Gift Card.

- **Use of Gift-it Balance or any Gift Card in Violation of these Terms and Conditions.**

By using a Gift Card, you agree to comply with these terms and conditions, and not to use a Gift Card in any manner that is misleading, deceptive, unfair, or otherwise harmful to Gift-it, its affiliates, or its customers. We reserve the right, without notice to you, to void Gift Cards (including as a component of your Gift-it Balance without a refund), suspend or terminate customer accounts, suspend or terminate the ability to use our services, cancel or limit orders, and bill alternative forms of payment if we suspect that a Gift Card is obtained, used, or applied to an Gift-it account (or your Gift-it Balance is applied to a purchase) fraudulently, unlawfully, or otherwise in violation of these terms and conditions.

- **Limitation of Liability.**

TO THE FULL EXTENT PERMISSIBLE BY LAW, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CARDS OR YOUR GIFT-IT BALANCE , INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULL EXTENT PERMISSIBLE BY LAW, IN THE EVENT A GIFT CARD IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, WILL BE THE REPLACEMENT OF THAT GIFT CARD.

- **Disputes.**

Any dispute or claim relating in any way to Gift Cards or your Gift-It Balance will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. ~~Only Australian law applies to this agreement.~~ This Agreement shall be treated as though it were executed and performed in Brisbane Queensland, Australia and shall be governed by and construed in accordance with the laws of Queensland, Australia (without regard to conflict of law principles).

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered offices: [insert registered address here]. The arbitration will be conducted by Australian Disputes Centre under its rules. Payment of all filing, administration and arbitrator fees will be governed by Australian Disputes Centre rules. We will reimburse those fees for claims totalling less than AUD \$1,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not seek solicitor fees and costs in arbitration unless the Australian Disputes Centre determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person at a mutually agreed location.

We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We and you also agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

- **General Terms.**

No fees apply to Gift Cards. When you purchase, receive, or apply a Gift Card to your account, or your Gift-it Balance to a purchase, you agree that the laws of the State of Queensland, Australia without regard to principles of conflict of laws, will govern these terms and conditions and any dispute that may arise between you and Gift-It, and its affiliates related to your use of a Gift Card or your Gift-it Balance. We reserve the right to change these terms and conditions without notice, from time to time at our sole discretion. All terms and conditions are applicable to the extent permitted by law. If any of these terms and conditions are deemed invalid, void, or for any reason unenforceable, that unenforceable term will be deemed severable and will not affect the validity and enforceability of any remaining terms and conditions.

- **Gift-it Balance Expiration.**

[The portion of your Gift-it Balance made up of Gift Cards issued after February 18, 2018 does not expire and may be applied to your Gift-it account and applied to eligible purchases despite any stated expiration date]