

SECTION 1: ORDER TERMS AND CONDITIONS

These Gift Card Order Terms and Conditions (“Order Terms and Conditions”) apply to uChoose Gift Cards (“Cards”) sold by 212F Pty Ltd. By placing an order to purchase the Cards you (“Client”) are agreeing to the Order Terms and Conditions set out below.

1.1 DEFINITIONS

- **“Activate”** means the action to enable the Cards to be used.
- **“Agents”** refers to employees, representatives, directors, affiliated entities, subcontractors, service providers or suppliers, of 212F.
- **“Card Activities”** means any transactions that are conducted on the Cards by the Cardholder.
- **“Cardholder”** means a customer or staff member of the Client that is a recipient of the Card.
- **“Card”** means the uChoose Gift Card provided to the Client in accordance with these Terms and Conditions.
- **“Card Terms and Conditions”** means the Terms and Conditions that apply to the Card
- **“Client”** Means 212F’s Customer who uses 212F’s services for the purchase of Cards.
- **“Country”** means Australia.
- **“Expiry Date”** means the ‘Valid Thru’ date printed on the front of the card at which time no further Card Activity can take place.
- **“Gift Card”** means a card that has an initial load and cannot be reloaded.
- **“Invoice”** summarises the costs and applicable GST charges associated with the Order.
- **“Invoice Number”** Is a unique number used to identify a specific Order
- **“Order”** is a request by the Client to purchase Prepaid Cards to be dispatched to a delivery address as advised by the Client.
- **“Prepaid Card”** means a stored value card which has been pre-paid by the Client;
- **“Sponsor Bank”** means Heritage Bank Limited;
- **“Website”** means uchoose.mycardplace.com as managed by an agent of 212F that a user of a Card accesses to view all Card activities.

1.2 TERMS AND CONDITIONS

- a. The Client has read and understands the Card Terms and Conditions which are available to the Client and the Cardholder at the website uchoose.mycardplace.com.
- b. The Card will expire 12 months from the month of issue. Unused value will not be refunded or reloaded. No notice will be given prior to expiry. Any unused funds will be forfeited.
- c. 212F shall not be responsible for any Card Activities, or any issues that may arise pursuant to the Card Activities unless such issues arise due to incorrect information supplied by 212F to the Client.
- d. Cards that have been delivered are not exchangeable for other rewards nor refundable, replaceable or transferable for cash or credit under any circumstances.
- e. 212F is not responsible for lost or stolen Cards. Once Cards are activated, the Client is responsible for all Cards.
- f. Cards will be delivered to the address of the Client as advised to 212F at the time of order. Once delivered to the Client all risk concerning the Cards rests with the Client and their cardholders.
- g. The Client shall refer the cardholder directly to details on the back of the Card if any of the Cards are found to be damaged or defective, or for any queries or problems the cardholder may have in relation to the Card Activities.
- h. 212F warrants that it has the appropriate agreements in place with the Sponsor Bank to enable it to arrange the production, operation and delivery of the Cards.

- i. Cards cannot be reissued if lost, stolen or pass the expiration date.
- j. Client is required to call 212F on receipt of the Card delivery so cards can be activated prior to distribution to cardholders.
- k. 212F will activate cards within 24 business hours of notification from the Client that the Cards have been received.
- l. Client must be aware and is responsible for the management of the Card expiry date. Once created the Cards expiry date cannot be extended for any reason.
- m. 212F reserves the right to the cancel an Order at any time, without notice for any reason.
- n. In the event of a cancelled Order, any payments processed will be refunded to the Client promptly.
- o. 212F reserves the right to not accept Orders, including those that request commercial quantities of gift cards. If 212F is unable to supply your Order, it will endeavour to contact you to discuss whether you wish to proceed with part of the Order.
- p. Placement of an order by you is an irrevocable offer by you to purchase the Gift Cards.
- q. Under no circumstances can cards be on-sold to other entities unless agreed in writing with 212F.

1.3 FEES AND PAYMENTS

- a. Payments for Orders can be made by Visa, MasterCard, or Electronic Fund Transfer (EFT) only.
- b. 212F will process payment for your Order, plus any delivery charges, credit card surcharge and service fees as itemised within the tax invoice.
- c. The Client authorises 212F to debit the Total Amount from your nominated credit card.
- d. If the nominated credit card is declined by your financial institution, 212F will not be required to fulfil the Order, and may contact you to make alternative payment arrangements.
- e. If you select EFT as the payment option, you will be provided with our bank details. The Client must include the invoice number as the reference number with the bank transfer otherwise the Order may be delayed.
- f. 212F will not process an Order until the Client pays 212F for all the fees, costs and taxes stipulated in the Order.

1.4 DELIVERY OF GIFT CARDS

- a. Cards are only available for delivery within Australia. All Orders are delivered via Australia Post (Express Post) to a nominated business address only. Gift cards cannot be delivered to P.O Boxes, Locked Bags or residential addresses.
- b. At times Cards may not be available and 212F do not take any responsibility for this.
- c. If Courier delivery is selected additional costs will be incurred.
- d. Couriers are sub-contracted by 212F to deliver Cards. Any issues regarding delivery of Cards should be made directly to the uChoose customer service team.
- e. 212F will not be liable to the Client or anyone else for any losses suffered or incurred due to delay in delivery or for any lost or misdirected Cards, including Cards lost or misdirected in delivery.
- f. Subject to payment, property and risk of the Cards passes to the Client upon dispatch of the Cards to your nominated address.
- g. Client must notify 212F immediately of any suspected security issues relating to the delivery of the Cards.
- h. Client must provide details of Client Code, Invoice Number and Invoice Total Amount to the 212F Customer Service team prior to card activation.

SECTION 2: CARD TERMS AND CONDITIONS

1. By signing the back of the Card, or using the Card, you agree to be bound by these Terms and Conditions. The Card may only be used by the person who has signed it. The Card must be signed before use. You must give these Conditions to the user of the Card if it is not you. The Card remains our property. Once a Card has been signed neither it, nor the contract between you and us is transferable by you.
2. The Card is not reloadable. You may use the Card as often as you like until the available balance is spent or the Card expires. The Card cannot be used after expiry. At expiry, the remaining available balance will be forfeited. We will not give you any notice before this happens. The Card cannot be used to make transactions that exceed the available balance. For such a transaction you need to pay the difference by another method if the merchant agrees.
3. The Card is a Visa Prepaid Card that can be used for purchasing goods and services where Visa Prepaid Cards are accepted for electronic transactions (excluding transactions at ATMs or over the counter at financial institutions). The Card is not a credit card, nor is it linked to a deposit account with us.
4. Some merchants may choose not to accept Visa Prepaid cards. Merchants or other providers may impose limits on the use of your Card. We are not responsible if a merchant refuses to accept a Card. Should you have a complaint or concern about goods or services purchased with your Card, you must resolve this directly with the merchant. Any refunds on Card transactions are subject to the policy of the specific merchant. Refunds may be in the form of a credit to the Card, cash refund or in-store credit. If the Card expires or is revoked before you have spent any funds resulting from a refund (whether or not the original transaction being refunded was made using the Card) then you will have no access to those funds.
5. The Card cannot be used to obtain or redeem cash (for example at ATM's or over the counter at financial institutions) and cannot be used for making direct debit, recurring, or regular instalment payments. Authorisations may be declined at some merchants (such as gambling merchants or merchants who choose not to accept Visa Prepaid Cards). We are not liable in any way when an authorisation is declined for any particular transaction except where the authorisation has been declined because of an act or omission on our part.
6. When using the Card with some merchants (such as hotels, taxis, rental cars, restaurants and cruise ships) or for mail order purchases, Card "tolerance limits" may apply. This means that the authorisation or approval obtained on the Card can be for an amount up to 15% or more than the total bill (or anticipated bill) to cover additional items such as tips and incidentals or to ensure that adequate funds are available to cover the final purchase. Only the amount you sign for will be debited from your available balance once the approval clears.
7. You agree to pay us the fees and charges as shown below. We will deduct any fees from the Available Balance and reduce the Available Balance accordingly. Should the available balance be less than the fee, the remaining balance will be reduced to zero.

All fees and charges are expressed in Australian dollars and are inclusive of any applicable GST.

Online Balance and Transaction History	Free
Automated telephone enquiry	\$1.20
Live Agent telephone enquiry	\$3.99
Monthly Maintenance Fee: Charged from the 4 th month from issuance	\$2.50
Foreign Exchange Fee: If the Card is used for purchases with any merchant outside of Australia or any currency other than Australian dollars * (see below)	3.5% of the AUD amount of the transaction
Card Expiry Fee	Balance of the Card at the time of expiry

*When you make a transaction on your Card in a currency other than AUD, a foreign conversion will be performed at the applicable exchange rate and a Foreign Currency Conversion Fee will be applied to the AUD amount of the transaction. The applicable exchange rate used is either:

- a) a wholesale market rate selected by Visa from a range of wholesale rates one day before the transaction is processed by Visa; or
- b) the government-mandated rate in effect for the applicable processing date.

8. To protect your card you should:

- o Sign it as soon as you receive it;
- o Carry it with you whenever you can;
- o Not allow anyone else to use a Card that you have signed.

9. The Card is like cash. We have no obligation to replace or refund amounts for misused, lost or stolen Cards except where we have breached any condition or warranty implied under consumer protection legislation that cannot be excluded in these Terms and Conditions (for example, warranties as to the exercise of due care and skill in providing services and as to fitness for purpose of materials we provide).

10. You are responsible for checking your transaction history online and knowing your available balance. You can view your balance and transaction history free of charge at uchoose.mycardplace.com or by phoning 1800 821 225 (charges apply). You are liable for all transactions on the Card, except where there has been fraud or negligence by us. We may restrict or stop the use of the Card if suspicious activities are noticed.

11. If you have a query or a complaint about the Card, you should initially contact us free of charge at uchoose.mycardplace.com or by phoning 1800 821 225 (charges apply). We will handle all complaints according to our internal dispute resolution procedure (and the ePayments Code, where the complaint relates to a transaction covered by the ePayments Code).

12. Our dispute resolution procedure requires that we seek to resolve your complaint within 21 days, although it is not always possible to do so. If we are unable to resolve your complaint to your satisfaction within 45 days, you may be eligible to escalate the complaint to the Issuer's external dispute resolution service. The period of 45 days may be extended in exceptional circumstances or where the Issuer decides to resolve the complaint under the rules of the Visa scheme. If you wish to escalate the complaint, please tell us and we will facilitate the referral free of charge.

Our External dispute resolution service is: Financial Ombudsman Service (FOS)

GPO Box 3, Melbourne VIC 3001.

Website: www.fos.org.au

Email: info@fos.org.au

In addition, you may contact the Issuer by:

Phone: Australia 13 14 22

Opening Hours: 8.30am – 5pm AEST Mon to Fri

Mail: Write to: Heritage Bank Limited,

PO Box 190 Toowoomba, QLD 4350

13. Information will be disclosed to third parties about the Card, or transactions made with the Card, whenever allowed by law, required by law, and also where necessary to operate the Card and process transactions. A full privacy policy can be viewed free of charge at www.oxygen-global.com
14. We reserve the right to change these Terms and Conditions at any time. Except where we are required by a law or a Code to do so, you will not receive advance personal notice of such changes. Changes will be notified via the website or by using another method that the law or relevant Code allows or requires us to use. The current version of these Terms and Conditions can be viewed free of charge at uchoose.mycardplace.com
15. If we fail to exercise or delay in exercising any of our rights under these Terms and Conditions, that failure or delay does not constitute a waiver of our rights. These Terms and Conditions are governed by the law of Victoria.