

## Rebel

# GIFT CARD TERMS OF USE

These Terms of Use apply to all Gift Cards issued by Rebel Sport Limited A.B.N. 78 003 283 823. ("Rebel", "we", "our" or "us")

## What are the Gift Card Terms of Use?

The Gift Card Terms of Use set out all the conditions applicable to the use of our gift cards. You will need to familiarise yourself with the Terms of Use before you place an order. We also strongly recommend that you draw them to the attention of recipients wherever possible so that they can be fully informed before they go shopping.

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## 1. Introduction

1.1 This document contains the full set of terms and conditions governing the use of your Gift Card. We recommend that you read this document carefully before using the Gift Card. If you have any questions or would like more information about your Gift Card, please call 1300 654 502.

1.2 Please note that separate terms and conditions govern the purchase of your gift card through this site - please [click here](#) to view.

## 2. Accepting the Gift Card and agreeing to these Terms of Use

2.1 By purchasing, redeeming or attempting to redeem a Gift Card, you:

- accept and agree to be bound by these Terms of Use; and
- acknowledge that you have read and understood our Privacy Policy as referred to in clause 7 below (or available by calling 1300 654 502).

## 3. Transactions made using the Gift Card

### *How and where you can use the Gift Card*

3.1 Purchases with your Gift Card:

INSTORE: You may purchase goods from rebel on the Gift Card by selecting the goods and taking them to the point of sale operator at any rebel throughout Australia. The operator will instruct you to swipe your card in the pin pad, and then enter the Access PIN into the pin pad. The transaction will be completed when the balance has reduced on your Gift Card. No change will be given: any remaining balance on the card can only be used in

whole or part against future purchases.

ONLINE: You may purchase goods from the [www.rebelsport.com.au](http://www.rebelsport.com.au) on the Gift Card by finding the goods, adding them to your basket and taking them to the final stage of the Check-out process. You will have the option to add your full gift card number, pin and desired amount, and then press the "Apply" button. You will note the Gift Card amount has been subtracted from the Total of the Transaction. The transaction will be completed when the goods are packed and processed. No change will be given: any remaining balance on the card can only be used in whole or part against future purchases.

3.2 You acknowledge that the Gift Card may not be used:

- to pay a store or credit account;
- to purchase goods or services that rebel is not permitted to supply to you by law in the location the sale is to take place (for example, a retailer cannot by law sell alcohol to you if you are under 18 years of age and there are age restrictions on weapons and volatile substances that vary between states);
- to purchase goods or services that are not permitted to be supplied to you under rebel company policy in the location the sale is to take place – for example spray paint will not be sold to persons under 18 – these sale restriction policies may vary between stores; please observe the available signage or ask a store manager for any sale restrictions which apply; and/or
- for purchases by email, phone or fax where proof of purchase can not be established;

3.3 Gift Cards that are purchased directly from [www.rebelsport.com.au](http://www.rebelsport.com.au) or at any rebel store, in the same transaction will be pre-loaded and activated at the same time/concurrently.

#### *Conducting transactions*

3.4 You agree that we can reduce the Remaining Card Value by the value of all purchases of goods and services that are authorised by you. Transactions are authorised by you by:

- swiping or entering your Gift Card number and entering your Access PIN, or allowing an operator or other person to do so, at an electronic point of sale terminal at a rebel store; or
- giving rebel details of the Gift Card and authorising the transaction in some other way approved by rebel.

3.5 When you authorise a transaction:

- you are confirming that the transaction correctly represents the purchase price of the goods or services obtained; and
- you are agreeing to pay the amount of that transaction by the reduction of the Remaining Card Value.

3.6 Purchases exceeding the Gift Card value:

Your Gift Card may only be used to make purchases up to the Remaining Card Value. If you wish to make a purchase for an amount that exceeds the Remaining Card Value, you must pay the excess using another payment method.

3.7 No cash advances:

You cannot obtain any cash advance with your Gift Card or redeem your Gift Card for cash.

#### *Expiry, balance and reissuance enquiries*

3.8 Validity, expiry and extension of expiry of Gift Cards:

- Your Gift Card will be valid for use for three years (36 months) from the date of issue or as otherwise indicated to you by us. Any balance that remains on a Gift Card will not ordinarily be available for use after the card's expiry date.
- We may, at our discretion, extend the expiry date of gift cards for short time periods.
- To check the expiry date or to request an extension of your Gift Card, call 1300 654 502. You must have the 20 digit card number and pin number with you.

3.9 Re-issue of faulty or damaged Gift Cards:

- Faulty or damaged Gift Cards shall not ordinarily be replaced by rebel unless the Gift Cards are faulty or damaged as a result of the production process or otherwise due to the fault of rebel, its agents or contractors or a participating retailer. However, please contact us to discuss re-issuance in these and other circumstances which may have affected your Gift Card.

#### 3.10 Destruction of Gift Card with no value:

- Once the Remaining Card Value is completely used, please destroy your card by cutting it in half diagonally. Your Gift Card cannot be reloaded.

#### 3.11 Lost or stolen Gift Cards:

- Treat your Gift Card like cash. Lost or stolen cards will not be replaced or refunded.

#### 3.12 Checking your Gift Card balance and transaction history:

- You can check your card balance, expiry date and transaction history by calling 1300 654 502. Please have your 20 digit card number and PIN available.
- You may also complete a balance enquiry online, you will be required to enter both the Card Number and Access PIN on your Gift Card prior to getting access to the card information. Please [click here](#) to check your balance.

#### 3.13 Can I exchange my Gift Card?

You cannot exchange your Gift Card for a different company, denomination or type of Gift Card or for another tender, cash or discount.

## 4. Your Gift Card, your responsibility

4.1 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 or by any of our employees.

## 5. Changes to Terms of Use

5.1 We reserve the right to change any of the terms contained in these Terms of Use at any time where the change is required, including changes:

- to add or remove participating retailers, retailers and/or where the Gift Card may be redeemed;
- to add or remove goods or services which may be purchased with the Gift Card;
- for infrastructural, systems, administrative or operational reasons or to prevent the occurrence of fraud or other unlawful or unacceptable conduct;
- to comply with any contract, law, regulation or statute or order or judgment of any court, tribunal or other body having competent jurisdiction; or
- where we, acting reasonably, consider that it will not be to your detriment.

5.2 Changes to these Terms of Use will be available at [www.rebelsport.com.au](http://www.rebelsport.com.au) or by contacting 1300 654 502.

## 6. Copyright with regards to personalised cards

6.1 Generally under copyright laws the owner of the copyright in images or photographs is the person who created the images or took the photographs. You represent and warrant to us that you are the owner of the copyright or have the express permission of the owner of the copyright in the images or photographs which you submit to us.

6.2 We claim no ownership rights in any photographs and materials you submit to us. You grant to us and to our third party service providers, a perpetual, worldwide, non-exclusive, transferable, royalty-free, copyright licence to copy, reproduce, display, modify, adapt or alter, transmit, and distribute your photographs and materials for the

purpose of allowing us to provide you with the Products you have requested including but not limited to fulfilling your Order.

6.3 Provided we comply with our obligations under these Terms and Conditions, you warrant that you will not make any claim against us or our third party service suppliers, for any use, publication or copying of the photographs and materials you have submitted to us and you waive all rights of action or other claims you may have now or in the future against us in respect of any such use, publication or copying.

#### *Your Infringement of Copyright*

6.4 We respect the intellectual property rights of others. If we receive a complaint alleging that you have infringed copyright, we will refer the complaint to you for resolution. It will be your responsibility to resolve any such complaint. Should you not resolve the complaint satisfactorily and advise us, in writing, of the resolution within seven (7) days of the date we refer the complaint to you (the "Referral Date"), we reserve the right, in our absolute discretion, to suspend your Order until such time as the complaint is resolved. If you do not notify us within thirty (30) days of the Referral Date that the complaint has been satisfactorily resolved, we reserve the right, in our absolute discretion, to terminate your Order.

6.5 If any person makes any claim against us or our third party service suppliers, claiming that any of the photographs and materials you submit to us, or any use of them, infringes any copyright, or other intellectual property or moral right of any person, company or entity, you indemnify us and our third party service providers against all costs, claims, loss, damage, demands and expenses (including all reasonable legal costs, fees and expenses) arising directly or indirectly out of such claim.

## 7. Privacy and confidentiality

Please [click here](#) to review our Privacy Policy and how we handle personal information

## 8. Errors and complaints

### *Gift Cards:*

8.1 If you have reason to believe that an error has occurred in relation to your Gift Card, you should call 1300 654 502 or email [info@rebelsport.com.au](mailto:info@rebelsport.com.au).

### *Goods or services:*

8.2. Any complaints about goods or services purchased with a Gift Card should be resolved directly with the store concerned or the manufacturer of the goods. Please refer to our [Refunds and Returns Policy](#) for further details.

## 9. Force majeure

9.1 To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Terms of Use, for failure to observe or perform any of our obligations under these Terms of Use for any reason or cause which could not, with reasonable diligence, be controlled or prevented. These causes include acts of God, acts of nature, acts or omissions of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage, and other acts or omissions of third parties.

## 10. Applicable law

10.1. These Terms of Use are to be construed and enforced in accordance with the laws of Queensland, Australia. Any dispute arising from your receipt or use of a Gift Card is exclusively subject to the jurisdiction of the courts of Queensland, Australia (including the Federal Court of Australia, Queensland Registry).