

## Gift Card Terms & Conditions

### 1. Introduction

These Terms and Conditions of Use apply to all Gift Cards issued by Townbrook Motels Pty Ltd ABN: 67153970542 trading as Deep Blue Hotel & Hot Springs, Deep Blue Hot Springs and Deep Blue Bath House & Day Spa after 01 July 2019.

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 THE PRIVACY POLICY AND SECURITY NOTICE (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 03 5559 2020, visit the website [www.deepblue.com.au/policies](http://www.deepblue.com.au/policies) or see in-store.

**Expiry:** Deep Blue Bath House & Day Spa / Deep Blue Hot Springs Gift Cards expire 3 years after the date of issue (note Deep Blue Bath House & Day Spa / Deep Blue Hot Springs Returns Card and DEEP BLUE BATH HOUSE & DAY SPA / DEEP BLUE HOT SPRINGS See paragraph 4.

### 2. Definitions

**"Deep Blue Bath House & Day Spa / Deep Blue Hot Springs "** means Deep Blue Bath House & Day Spa of 16 Pertobe Road, Warrnambool / Deep Blue Hot Springs of Worm Bay Road, Warrnambool Victoria 3280.

**"Gift Card"** means the gift card that you have purchased or received, such as one of the following: Deep Blue Bath House & Day Spa / Deep Blue Hot Springs Gift Card

**"Deep Blue Bath House & Day Spa / Deep Blue Hot Springs Returns Card"** means the Gift Card of that name issued to you as tender in a return transaction.

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

A reference to **"we"** or **"us"** is a reference to Deep Blue Bath House & Day Spa / Deep Blue Hot Springs.

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 of Use and Conditions, 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 the Deep Blue Bath House & Day Spa / Deep Blue Hot Springs and online at [thedeepblue.com.au](https://thedeepblue.com.au)

## **1.2 Exclusions**

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

- a. bill payments, including corporate accounts, and store accounts.

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 (for example, a retailer cannot by law sell alcohol to you if you are under 18 years of age).

## **2. How to load value onto your Gift Card**

### **2.1 In store Gift Card purchases**

Nominate the value you wish to be loaded on the Gift Card. A minimum of \$20.00 and a maximum of \$500.00 can be loaded on each Gift Card.

### **2.2 Online Gift Card purchases**

Physical Gift Cards and digital versions that are purchased from Deep Blue Bath House & Day Spa / Deep Blue Hot Springs are pre-loaded in accordance with our Deep Blue Bath House & Day Spa / Deep Blue Hot Springs Retail Gift Cards Online Terms and Conditions (see <https://thedeepblue.com.au/giftcardterms> )

### **2.3 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**

Gift Card number must be provided at the point of sale, at our online store or over the phone when making a booking at a Deep Blue Bath House & Day Spa / Deep Blue Hot Springs. Our point of sale operator will instruct you to swipe or scan your Gift Card in the pin pad and then enter the Access CODE 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.

Bookings are subject to availability and we are not responsible for the unavailability of any product/service. It is your responsibility to ensure you are booking well in advance to ensure availability prior to the expiry of your gift card.

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 or scanning your Gift Card and entering your Access CODE, 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 excess 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 Deep Blue Bath House & Day Spa / Deep Blue Hot Springs 's exchange and returns policy.

Our exchange and returns policy includes the right for us to issue a returns card such as the Deep Blue Bath House & Day Spa / Deep Blue Hot Springs Returns Card instead of other tender, cash, Gift Cards or discount.

### **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 Deep Blue Bath House & Day Spa / Deep Blue Hot Springs immediately on 03 5559 2020 or visit in -store

### **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 03 5559 2020. For balance enquiries by phone or online, you will be required to enter both the Gift Card number and Access CODE 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 or discount.

### **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 Deep Blue Bath House & Day Spa / Deep Blue Hot Springs . If the Remaining Gift Card Value is zero your Gift Card cannot be reloaded. Our point of sale operator 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 Gift Card will be valid for use for three years 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 Deep Blue Bath House & Day Spa / Deep Blue Hot Springs.** Expired gift cards hold no value.

### **4.2 Cancellation and voiding of Gift Cards**

a. Gift Cards cannot be cancelled once they are issued except if voided by Deep Blue Bath House & Day Spa / Deep Blue Hot Springs, 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 Deep Blue Bath House & Day Spa / Deep Blue Hot Springs 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.

e. Cancellations made outside of the minimum cancellation period of 24 hours or failure to attend appointments will result in your gift voucher being redeemed.

#### **4.3 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. Delivery**

If you select express post service delivery, please allow up to 2-3 business days for delivery during busy periods. We use Australia Post delivery service, please note that this service does incur a \$12.00 fee, during the peak season delivery may take longer. We do not take responsibility for the late / non delivery of gift cards which

#### **6. 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.

#### **7. 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.

#### **8. 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 without notice of such changes. We reserve the right to change services and prices without notice.

#### **9. Privacy and confidentiality**

Our Privacy and Security Notice 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 notice online (at [www.thedeepblue.com.au/giftcards](http://www.thedeepblue.com.au/giftcards)), please call 03 5559 2020 for a copy.

A copy of the Deep Blue Bath House & Day Spa / Deep Blue Hot Springs Privacy Policy is available at [www.thedeepblue.com.au](http://www.thedeepblue.com.au)

It is important that you read and understand both the Privacy and Security Notice and the Privacy Policy.

#### **10. Errors and complaints**

If you have reason to believe that an error has occurred in relation to your Gift Card, you should call 03 5559 2020.

## **11. 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. 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 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.

## **12. Applicable law**

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

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