

DEFINITIONS

In the Terms and Conditions:

“**Activate**” means the initial loading of value onto a Cafe Sydney Gift Card.

“**Card Balance**” means the unspent value of a Gift Card.

“**Card Number**” means the 22-digit number that appears on the back of a Gift Card.

“**Expiry Date**” means the date, being stated on the reverse of the Gift Card, after which, any remaining funds on a Gift Card will not be available for redemption. Gift Cards have a 36 month expiry date after the date of purchase.

“**Gift Card**” is the Cafe Sydney Gift Card and Cafe Sydney eGift Card which is the subject of these Terms and Conditions.

“**Cafe Sydney**” means Customs House Cafe Pty Ltd trading as Cafe Sydney

“**PIN**” means the 4 digit access number printed on the reverse of a Gift Card.

“**Redeem**” means to reduce the value loaded on your Gift Card by using the Gift Card to purchase goods or services at Cafe Sydney.

“**Website**” means www.cafesydney.com

A reference to “**we**“, “**us**“, or “**our**” is a reference to Cafe Sydney. A reference to “**you**” or “**your**” is a reference to the person who is taken to agree to these terms and conditions.

1. AGREEING TO THE TERMS AND CONDITIONS

- 1.1. These Terms and Conditions apply to all Cafe Sydney Gift Cards and may be updated at Cafe Sydney’s discretion from time to time. Any such updates will be effective (and you will be bound by them) as soon as they are posted on our Website.
- 1.2. Gift Cards become subject to the Terms and Conditions upon purchase.
- 1.3. Gift Cards are only able to be redeemed at Cafe Sydney.
- 1.4. It is the purchaser’s responsibility, as the purchaser, to ensure that the recipient of the Gift Card is aware of the Terms and Conditions that apply to the Gift Card.
- 1.5. You agree to be bound by these Terms and Conditions by purchasing, activating, using, or attempting to use a Gift Card or by making a transaction enquiry or exercising any right to redeem value loaded on a Gift Card.
- 1.6. By purchasing, activating, using or attempting to use a Gift Card, or by making a transaction enquiry or exercising any right to redeem value loaded on a Gift Card, you warrant that you will comply with these Terms and Conditions and all applicable laws and that the Gift Card will not be used in any manner that is unlawful, misleading, deceptive, unfair or otherwise

harmful to consumers.

- 1.7. Your use of the Gift Card at a Cafe Sydney restaurant is subject at all times to the policies (and, where applicable, other terms and conditions) of Cafe Sydney regarding the goods and services made available by it.

2. PURCHASING A CAFE SYDNEY GIFT CARD

- 2.1. In accordance with these Terms and Conditions, Gift Cards can be purchased online at our Website or in person at Cafe Sydney restaurant at Level 5, 31 Alfred Street Sydney 2000 during normal business hours.
- 2.2. You may purchase a Gift Card by following the instructions on our Website.
- 2.3. Any Gift Card order (“Order”) is an offer by you to purchase a Gift Card for the price nominated (including the delivery and other charges and taxes) at the time you place the Order.
- 2.4. Your Order will be submitted once you have completed the payment details including your acceptance by activating the “Begin Checkout” button. Orders will be deemed to have been received by Cafe Sydney at the time Cafe Sydney sends an order confirmation to your nominated e-mail address.
- 2.5. A minimum value of \$100 and a maximum of \$1,000 can be loaded on each Gift Card. For purchases exceeding AUS \$1,000 in value, email marketing-admin@cafesydney.com or call 02 9251 8683.
- 2.6. Payment for online orders can only be made by American Express, Visa, Union Pay or MasterCard. You may provide your nominated debit or credit card details during the purchase process described on the Website.
- 2.7. Once you click on “Begin Checkout”, Cafe Sydney will process payment for your Order via a payment gateway, including any delivery charges, as detailed on the final screen where you indicate your acceptance of this Order (“Total Amount”). By completing the final screen, you authorise Cafe Sydney to debit the Order Total from your nominated charge card or credit card.
- 2.8. We may ask you to provide additional details or require you to confirm your details to enable us to process any orders placed through our Website.
- 2.9. You agree to provide us with current, complete and accurate details when asked to do so on the Website.
- 2.10. If your nominated payment card is declined by your financial institution, Cafe Sydney will not be required to fulfil the Order and may at its discretion contact you to make alternative payment and delivery arrangements.

3. ACCEPTANCE OR REJECTION OF AN ORDER

- 3.1. We reserve the right at any time to reject your Order or not to accept payment from you by charge card or credit card for any reason, including (without limitation):
 - 3.1.1. if an Order is for commercial quantities of Gift Cards;
 - 3.1.2. if a Gift Card is not available;
 - 3.1.3. if there is an error in the cost or Gift Card description posted on our Website or in your Order.
- 3.2. If we decline to accept payment, we will not process the Order and we will endeavour to notify you of that rejection at the time you place the Order or within a reasonable time after you submit your Order.
- 3.3. Each Order placed through our Website or any other means that we accept, results in a separate binding agreement between you and us for the supply of a Gift Card. For each Order accepted by us, we will supply the Gift Card(s) in that Order to you in accordance with these Terms and Conditions.

4. CANCELLING AN ORDER (BY US)

- 4.1. Prior to the dispatch of an Order, we may cancel all or any part of an Order (including any orders that we have accepted) without any liability to you for that cancellation for any reason, including (without limitation) if:
 - 4.1.1. the requested Gift Card(s) in that Order are not available; or
 - 4.1.2. there is an error in the cost on the Website or in any other sales platform in relation to the Gift card(s) in that Order;
 - 4.1.3. we consider that the postage price selected in the checkout does not match the applicable price for the delivery address; or
 - 4.1.4. that Order has been placed in breach of these Terms and Conditions.
- 4.2. If we do so, then we will endeavour to provide you with reasonable notice of that cancellation and will not charge you for the cancelled Order, if we cancel it before the delivery date or if you are not at fault or in breach of these Terms and Conditions.

5 CANCELLING AN ORDER (BY YOU)

- 5.1 Orders may not be cancelled once submitted via our Website or via any other method of sale.
- 5.2 Should you wish to correct your delivery address or contact details prior to the Order being dispatched, please Contact Us and we will endeavour to assist you.

6 DELIVERY OF ORDER

- 6.1 Gift Cards are only available for delivery within Australia. All Orders are delivered via Australia Post to a nominated residential or business address.
- 6.2 Australia Post is sub-contracted to Cafe Sydney for carrying out delivery of Gift Cards ordered online. Any issues regarding delivery of Gift Cards ordered via the Website should be referred to Cafe Sydney directly via the Contact Us link on the Website.

- 6.3** Cafe Sydney does not guarantee the delivery of the Orders within the timeframe specified as this is dependent on Australia Post processing times.
- 6.4** Cafe Sydney will not be liable to you or anyone else for any losses suffered or incurred due to delay in delivery or for any lost or misdirected Gift Cards, including any Gift Cards lost or misdirected in the mail.
- 6.5** Delivery option is Australia Post Express postage and is available to be selected when purchasing a Gift Card.
- 6.6** Upon purchasing a Gift Card, guests are advised to register their Gift Card by creating an account at <https://wwws-au1.givex.com/cws4.0/cafesydne/creat-account/> and registering their Gift Card using the 22-digit number on the reverse side of the card.
- 6.7** Subject to payment, property and risk in the Gift Card passes to you upon dispatch of the Gift Card to your nominated delivery address.

7 REDEEMING A CAFE SYDNEY GIFT CARD

- 7.1** Gift Cards can be used as cash at Cafe Sydney for bar and dining experiences. Please see our FAQ section on our Website for common questions and queries regarding our Gift Card program.
- 7.2** When redeeming a Gift Card at Cafe Sydney, Gift Card holders must be over the age of 18 years. Proof of age must be provided, if requested, with an officially recognised photographic identification document. If proof of age cannot be verified, Cafe Sydney reserves the right to refuse redemption of the Gift Card until appropriate proof of age can be provided showing the Gift Card holder is over the age of 18 years.
- 7.3** Gift Cards can be redeemed by entering the Gift Card number and pin number when prompted at the point of payment at Cafe Sydney. Your gift card number can be found on the reverse side of your Gift Card, or on your digital gift card e-certificate.
- 7.4** Where the total of the transaction within the Cafe Sydney restaurant exceeds the remaining Gift Card balance, you must pay the amount exceeding the Gift Card balance by an alternative payment method, acceptance of which is at the discretion of Cafe Sydney.
- 7.5** Cafe Sydney Gift Cards are valid for 36 months from the date of purchase. Our record of your expiry date is final. Once your Gift Card has expired it cannot be re-activated and any unspent value will be forfeited.
- 7.6** Any balance amount that remains on the Gift Card after expiry will not be available for use, except as required by law.
- 7.7** Gift Cards are not redeemable for cash in any way, including balance amounts.
- 7.8** Balance enquiries can be made at any time by viewing the Gift Cards page <https://wwws-au1.givex.com/cws4.0/cafesydne/creat-account/> or at Cafe Sydney, at the point of sale. The Gift Card number and pin number will be required.

7.9 When redeeming a Gift Card, tips or gratuities may be included within the amount charged to the Gift Card, at the user's discretion.

7.10 Gift Card holders are not required to use the entire available balance in one transaction. However, no change or refund will be given, and the remaining available balance may be applied to future purchases until the Cafe Sydney Gift Card expires or the balance reaches \$0.

7.11 Gift Cards cannot be used to purchase additional Gift Cards.

7.12 Gift Cards cannot be topped up with additional credit.

8 LOST OR STOLEN GIFT CARDS

8.1 You as the purchaser or the Gift Card recipient are liable for all transactions on your Gift Card, except to the extent to which there has been a proven fraud or negligence by Cafe Sydney or an employee of Cafe Sydney.

8.2 In the event of reasonably suspected or proven fraudulent and/or improper use of the Gift Card, Cafe Sydney reserves the right to suspend (pending investigation) or cancel any Gift Card without notice.

8.3 Cafe Sydney is not liable for any Gift Cards that are on sold through any online auction sites.

8.4 Gift Cards must be treated like cash. If your Gift Card is damaged, please visit Cafe Sydney with your damaged Gift Card. However, we have no obligation to replace or refund value for lost or stolen Gift Cards, except where we have breached any condition or warranty implied under consumer protection legislation that cannot be excluded in these terms and conditions.

9 RELATIONSHIP WITH CAFE SYDNEY

9 Gift Cards contain branding, images and content which constitutes the intellectual property of Cafe Sydney. You must not use any of the marks or trademarks appearing on the Gift Card.

9.1 Gift Cards maybe used as personal or business gifts, but must not be used in connection with any marketing, advertising or other promotional activities (including without limitation in websites, internet advertisements, email, telemarketing, direct mail, newspaper and magazine advertisements, and radio and television broadcasts) unless you obtain prior written approval from Cafe Sydney (which may be withheld in Cafe Sydney's absolute discretion).

9.2 Use of the Cafe Sydney name, or logo of Cafe Sydney restaurant (other than in connection with the purchases or use of Gift Cards), is strictly prohibited without prior consent of Cafe Sydney (which may be withheld in Cafe Sydney's absolute discretion).

9.3 For any approval requests for marketing, advertisements, or other promotional activities, please contact Cafe Sydney via email at marketing-admin@cafesydney.com 9:00am to 5:30pm, Monday to Friday AEST.

10 PRIVACY COLLECTION NOTICE

- 10.1 This Notice explains how Cafe Sydney and its affiliates manage your personal information and complaints. More information can be found on Our Privacy Policy at our Website.
- 10.2 Upon purchasing a Gift Card, we collect purchasers' personal information directly from purchasers wherever practicable. We may collect personal information from our related companies or other third parties.
- 10.3 We will use your personal information primarily to provide a Gift Card, confirm and maintain Gift Card, and provide information about the products and services you have requested offered by us. We will also use this information for research to improve our products and services. If you do not provide us with that information, we may be unable to process your Gift Card purchase.
- 10.4 We may disclose your personal information, including updates, to agents or contractors acting on our behalf and regulatory authorities where required by law.
- 10.5 Our Privacy Policy sets out how you can access and make a request to correct your personal information we may hold about you, or to make a privacy complaint, and how we will deal with the complaint. You may contact us by email at: marketing-admin@cafesydney.com or by post: Cafe Sydney, Level 5, 31 Alfred Street, Sydney NSW 2000.
- 10.6 By purchasing a Gift Card and providing us with your contact details, a Gift Card purchaser thereby consents, without the requirement for any further act or omission, to the promoter contacting them for marketing purposes. The promoter's use of any or all of a participant's personal information will be in accordance with the Privacy Policy, available here <https://Cafe Sydney.com/privacypolicy>.

11 GENERAL

- 11.1 Gift Cards are a form of tender to make purchases at Cafe Sydney.
- 11.2 If you have any questions regarding Gift Cards, please contact marketing-admin@cafesydney.com or telephone +61 2 9251_8683.
- 11.3 The purchasing and redeeming of Gift Cards is subject to the laws of New South Wales and any dispute arising under these conditions of entry or otherwise in respect of the Gift Cards will be submitted to and determined by the exclusive jurisdiction of the courts of New South Wales.
- 11.4 Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under any similar consumer protection laws in the State and Territories of Australia.
- 11.5 Where we are permitted by law (and subject to clause 11.4):
- 11.5.1 we do not warrant or represent the suitability of a Gift Card for any purpose; and
- 11.5.2 we will not be liable to you for indirect and consequential loss arising from or connected to a Gift Card.
- 11.6 Our liability to you for loss or damage of any kind arising out of these Terms and Conditions is reduced to the extent (if any) that you cause or contribute to the loss or damage.

11.7 If you wish to dispute an amount deducted from your Gift Card, you must contact Cafe Sydney via email at marketing-admin@cafesydney.com. If an amount is not disputed within thirty (30) days after the transaction date, Cafe Sydney may at its sole discretion refuse to provide you with a refund.