



## Security and Delivery

Gift Card orders are delivered by Australia Post Express Delivery – 2 to 3 business days if order by 11am Sydney time on a business day. Signature not required.

- We're afraid we can't accept any responsibility for stolen Gift Cards
- If you are the purchaser, it is your responsibility to check the delivery address you enter in your email.
- We're afraid we can't be held responsible if a Gift Card is used by someone other than your recipient if the delivery address entered is incorrect. In addition, we can't take responsibility for any Gift Cards that are lost or used by someone other than your recipient after delivery. Make sure your recipient has received their Gift Card, as it is their responsibility to keep the Gift Card details safe.
- From time to time, Gift Card tracking number responses may get caught in pesky spam filters, and it's up to the recipient to check these filters. Call us if you have not received an Australia Post tracking number.

Please let us know if your Gift card does not arrive within four (4) days. Cafe Sydney strives for the best possible delivery service to our customers. However we cannot be responsible for Australia Post!

## Frequently Asked Questions: Gift Card Purchases

### **A few facts to assist you when making your reservation**

- When making a reservation we advise booking ahead by a minimum of six weeks to avoid disappointment.
- Our table allocation is done in date order, therefore it is always beneficial to make a long lead reservation.
- We offer two options for table location, indoors or on the terrace. Whilst covered, it is weather permitting and we do not hold a table as back-up indoors.

### **Purchases exceeding the Gift Card value**

Your gift card may only be used to make purchases up to the remaining card value. If you make a purchase for an amount that exceeds the remaining card value, you must pay the excess using another payment method.

### **No cash Advances**

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

### **Validity and expiry of gift cards**

**Your card will be valid for use for three years from the date of activation. Any balance that remains on a gift card will not be available for use after the cards expiry date. Your gift card cannot be reloaded.**

### **Lost or stolen Gift Cards**

Treat your gift card like cash. Lost or stolen cards will not be replaced or refunded.

### **Checking your Gift Card Balance and transaction history**

You can check your card balance, expiry date and transaction history at any time by calling 1300 739 889 or visiting <https://sam.emerchants.com.au>.

For balance enquiries by phone or 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.

If you have any reason to believe an error has occurred with your card please call 1300 739 889.

### **Can I cancel my Gift Card?**

No, you cannot cancel your Gift Card.

### **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 or by our employees.

We reserve the right to change any of the terms contained in these “terms and conditions” at any time where it is required.

Thank you

Cafe Sydney

## Eftpos Gift Card Conditions of Use (Terms & Conditions)

This Card is issued by EML Payment Solutions Limited ABN 30 131 436 532, AFSL 404131 ('we/us/our'). In these conditions 'you' are the Card purchaser or user. Emerchants Payment Solutions Limited ("EML") is the issuer of the Card and authorised Customs House Café Pty Ltd ABN 17 082 054 019 (Café Sydney), to distribute the Card. If you acquire the Card you will have a contract with us. If you acquire the Card you will have a contract with us.

- Using the Card, you agree to be bound by these Terms and Conditions. You must give these conditions to the user of the Card if that is not you. The Card remains our property.
- The Card is an eftpos prepaid gift card that is activated once funds are loaded onto it. It can be used for purchasing goods and services at any Café Sydney restaurant where eftpos prepaid gift cards are accepted for electronic transactions. The account type to be chosen at eftpos terminals is "savings". The card cannot be used at ATMs, for online purchases or over the counter at financial institutions. The Card is not a credit card and nor is it linked to a deposit account with us. Please be aware some merchants may choose not to accept eftpos prepaid gift cards.
- 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.
- The Card is valid for thirty six (36) months from the date of activation and 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 obtain or redeem cash 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 prepaid cards). We are not liable in any way when an authorisation is declined for any particular transaction regardless of reason.
- The Card is like cash and may not be replaced if misused, lost, stolen or damaged. You are responsible for all transactions on the Card, except where there has been fraud or negligence by our staff or agents. If you notice any error relating to the Card, you should notify EML Client Relations immediately on 1300 739 889 during business hours or alternatively you can send an email to [support@emlpayments.com.au](mailto:support@emlpayments.com.au).
- If you have a problem with a purchase made with the Card, or a dispute with a merchant, you must deal directly with the merchant involved. If you cannot resolve the dispute with the merchant, or have a complaint you can send an email to [support@emlpayments.com.au](mailto:support@emlpayments.com.au).
- We may restrict or stop the use of the Card if suspicious activities are noticed.
- Any refunds on Card transactions are subject to the policy of the specific merchant. 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.
- You are responsible for checking your transaction history online and knowing your available balance. You can view your balance and transaction history at <https://sam.emerchants.com.au> (free of charge).
- Information will be disclosed to third parties about the Card, or transactions made with the Card, whenever allowed by law, and also where necessary to operate the Card and process transactions. A full privacy policy can be viewed at <https://www.emlpayments.com/privacy/>.

We reserve the right to change these Terms and Conditions at any time. Any changes to the Terms and Conditions can be viewed at <http://www.cafesydney.com/terms-and-conditions-gift-card-purchases>.