

Gift Card Terms and Conditions

Definitions

The following apply to these Terms and Conditions:

Bendigo Wholefoods means Bendigo Wholefoods ABN 18 747 551 531 of 314 Lyttleton Terrace, Bendigo, Victoria 3550, Australia.

eGift Cards means any electronic gift card issued by Bendigo Wholefoods that you have purchased or received through our Website via email.

Expiry Date means the date specified on the Gift Card after which the Remaining Card Value on any Gift Card will not be available for redemption.

Gift Card means any plastic gift card or eGift Card issued by Bendigo Wholefoods that you have purchased or received from Bendigo Wholefoods or Wholefoods Kitchen.

Personal Information includes, but is not limited to, your name, your email address and payment details.

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

Website means bendigowholefoods.com.au or at such other address should the URL change.

A reference to **we, us** or **our** is a reference to Bendigo Wholefoods.

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, or who authorises another person to do something with or to the Gift Card on their behalf.

General

These Terms of Use govern your use of the Gift Card.

We recommend that you read these Terms of Use carefully before using the Gift Card. If you have any questions or would like more information about Gift Cards please call (03) 5443 9492.

Agreeing to these Terms of Use

By 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:

agree to be bound by these Terms of Use;

warrant to us that you will comply with these Terms of Use 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; and

acknowledge that you have read and understood our Privacy Policy at www.bendigowholefoods.com.au

Gift Card exclusions.

No Gift Card can be used for:

purchases initiated by phone, email, post or fax;

Service ATMs;

bill payments, including credit card accounts and store accounts;

purchases of gift cards.

Activation

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.

Purchases with your Gift Card or E-gift card.

Select goods or services at Bendigo Wholefoods or Wholefoods Kitchen and take them to the point of sale. The point of sale will instruct you to present your Gift Card, and then scan the barcode. The transaction will be completed when the balance has reduced on your Gift Card. No change will be given. Any Remaining Card Value can only be used in whole or part against future purchases.

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:

presenting your Gift Card and scanning the barcode or allowing an operator or other person to do so, at an electronic point of sale terminal at Bendigo Wholefoods.

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.

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.

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

Gift cards are valid for 3 years from date of purchase.

Your Gift Card will be valid for use until the Expiry Date. Any Remaining Card Value that remains on a Gift Card after the Expiry Date will not be available for use. To check the Expiry Date of your Gift Card, check the back of the card, call (03)5443 9492 or visit in-store and ask at the registers.

Lost or stolen Gift Cards

Treat your Gift Card like cash, lost or stolen Gift Cards will not be replaced or refunded.

Faulty or damaged Gift Cards

A Gift Card will only be reissued if it is proven to be faulty or damaged as a result of the production process or otherwise due to the fault of Bendigo Wholefoods.

Destruction of Gift Card with no value

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

Cancellation of Gift Cards

Gift Cards cannot be cancelled once issued except if voided by Bendigo Wholefoods, if their value is used or if they expire.

Checking your Gift Card balance and transaction history

You can check the Remaining Card Value, Expiry Date and transaction history at any time by calling (03)5443 9492 or visiting in-store and asking at the registers.

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 the exchange and returns policy of Bendigo Wholefoods. See our website www.bendigowholefoods.com.au

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 any of our employees.

Changes to Terms of Use

We reserve the right to change any of these Terms of Use at any time where the change is required: 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.

Changes to these Terms of Use will be available on the Website.

Errors and complaints

If you have reason to believe that an error has occurred in relation to your Gift Card, you should call (03) 5443 9492. Any complaints about goods or services purchased with a Gift Card must be resolved directly with Bendigo Wholefoods.

Applicable law

These Terms of Use are to be construed and enforced in accordance with the laws of Victoria, Australia. Any dispute arising from your receipt or use of a Gift Card is exclusively subject to the jurisdiction of the courts of Victoria, Australia.

Last Updated:15th September 2021