

Gift Card Terms and Conditions

Effective date: January 2023

1. Introduction and how to contact us

These Terms and Conditions govern your use of a Gift Card. Please read them carefully before using the Gift Card. By using a Gift Card (or attempting to do so), you:

- a) warrant and represent to us that you have read and understood these Terms and Conditions;
- b) agree to be bound by these Terms and Conditions; and
- c) undertake not to use the Gift Card for any unlawful purposes.

If you have any questions or would like more information, please contact us:

- d) by calling 8202 4600 between 8am and 5pm, Monday to Friday and 9am and 12pm Saturdays (Adelaide time);
- e) by writing to us at 101 Richmond Road, Mile End SA 5031.

2. Purchasing Gift Cards

Please visit any RAA store to purchase a physical Gift Card, or visit raa.com.au to purchase an e-gift card.

Gift Cards will have no value until activated. In-store activation will be done by our friendly staff when the purchaser presents the Gift Card at the register and nominate its value. E-vouchers will be activated upon purchase. The maximum amount that can be loaded onto a Gift Card is \$999.

Purchasers are not required to pay GST on the value loaded onto any Gift Cards they buy from RAA. Once purchased, Gift Cards cannot be returned.

RAA may in its discretion charge a purchase fee for buying a Gift Card. This fee is additional to the value to be loaded onto the Gift Card.

3. Using Gift Cards

Once activated, Gift Cards can be used to purchase Eligible Items online, in-person at RAA shops, or over the phone.

Gift Cards cannot be used to:

- a) purchase or renew insurance products;
- b) purchase other gift cards (RAA or third party); or
- c) purchase foreign currency or pre-paid travel cash cards
- d) purchase any other product or service from RAA, unless it is an Eligible Item.

Gift Cards are not redeemable for discounts, cash or credit of any kind.

GST will be included in the value of any goods or services purchased from RAA by the redemption of a Gift Card. Goods or services that are paid for (partially or entirely) using a Gift Card will be subject to RAA's standard exchange and returns policy that apply to those items (if any).

The Gift Card has a PIN printed on it. You acknowledge that we are permitted to allow anyone who presents us with the Gift Card in-store, or provides a valid Card Number and PIN online or over the phone, to spend the Gift Card. You are solely responsible for use of your Gift Card, including any loss caused by use of your Gift Card and PIN by you or any other person and for the avoidance of doubt, any use not approved or contemplated by you, unless any transactions are due to the negligence or fraud of RAA or its employees. Therefore, we recommend that you regard your PIN as confidential and treat the Gift Card like cash, as lost, stolen or damaged Gift Cards will not be replaced.

Please contact us on 8202 4600 if you become aware of any actual or suspected unauthorised use of your Gift Card.

When you wish to make a purchase using your Gift Card:

- e) if you are shopping in-store, you will be asked to present your Gift Card and enter the PIN; or
- f) if you are making a payment online or over the phone, you will be asked to key in your Gift Card number and then enter the PIN.

Regardless of whether you are paying online, in person or over the phone, the transaction will be completed when the balance has reduced on your Gift Card. No change will be given.

Any Remaining Card Value on the Gift Card can only be used in whole or part against future purchases. The Gift Card can only be used to make purchases up to the Remaining Card Value. If you want to make a purchase for an amount that exceeds the Remaining Card Value, you must pay the balance owing using another payment method.

4. Eligible Items

Gift Cards can be used to purchase the following products and services from RAA (subject to the other clauses of these Terms and Conditions, including clause 3 above):

- a) RAA Travel products and services (excluding travel insurance);
- b) RAA Road Service subscriptions;
- c) RAA Drive School lessons;
- d) all products sold in RAA stores (except gift cards, foreign currency and travel cash cards); and
- e) International Drivers Permits (only available in-store).

5. Validity and expiry of Gift Cards

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 Remaining Card Value and Expiry Date of your Gift Card, please visit sit <https://our.raa.com.au/shop/gift-card-balance>

Gift cards are not reloadable. Once you have used the entire Remaining Card Value or the Gift Card has expired, we recommend that you destroy it by cutting it in half diagonally.

6. Changes to Terms and Conditions

We reserve the right to change any of these Terms and Conditions at any time. Changes will be effective from the date they are posted to our Website, or the future date we specify.

7. Privacy

Please carefully read our Privacy Policy, which sets out how we will handle any personal information that we may collect from you, including as a result of your use of the Gift Card. Our Privacy Policy is located at <https://www.raa.com.au/privacy-policy> and is incorporated into these Terms and Conditions by reference.

8. Errors and complaints

If you have reason to believe that an error has occurred in relation to your Gift Card, or have a complaint about the goods or services purchased with a Gift Card, please contact us using the details set out above in Section 0.

9. Cancellation of Gift Card program

RAA reserves the right to cancel its Gift Card program for any reason at any time without notice. Any Gift Cards in existence as at the cancellation date will be honoured in accordance with these Terms and Conditions.

10. Limitation of liability

You have certain non-excludable rights under Australian law, including the consumer guarantees set out in the Australian Consumer Law contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and all similar or equivalent legislation. Nothing in these Terms and Conditions affects these rights, but apart from this, to the extent permitted by law, RAA will not be liable to you for any loss or damage (whether direct, indirect or consequential) caused to you in any way, including as a result of RAA's failure to comply with these Terms and Conditions for any reason (unless we are grossly negligent). If we are liable to you for any reason, to the extent permitted by law, our maximum aggregate liability to you for any losses you incur or claims you make against us is limited to the Remaining Gift Card Value on your Gift Card as at the date of your claim arising.

11. Governing law

This agreement is governed by, and is to be construed under, the laws in force in South Australia. You submit to the exclusive jurisdiction of the courts exercising jurisdiction in South Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with these Terms and Conditions or your use of a Gift Card.

12. Definitions and interpretation

a) In these Terms and Conditions, the following words have the following meaning:

- (i) **Card Number** means the identification number that appears on the Gift Card.
- (ii) **Date of Issue** means the date on which the Gift Card is purchased and activated by the loading of value onto it, as listed on the back of the Gift Card.
- (iii) **Eligible Items** means the products and service listed in clause 4 of these Terms and Conditions.
- (iv) **Expiry Date** means the date that is 3 years after the Date of Issue.
- (v) **Gift Card** means a gift card, either physical or electronic, issued by RAA.
- (vi) **Physical Gift Card** means a plastic gift card issued by RAA.
- (vii) **E-gift card** means a virtual gift card issued by RAA and purchased online

- (viii) **Personal Information** includes, but is not limited to, your name, your email address and payment details.
- (ix) **PIN** means the 4-digit access PIN printed on the back of the Gift Card or provided in the e-gift card email.
- (x) **RAA** means Royal Automobile Association of South Australia Limited (ACN 677 371 274) (ABN 90 020 001 807), of 101 Richmond Road, Mile End SA, 5031
- (xi) **Remaining Card Value** means, at any point in time, that portion of the initial value loaded onto the Gift Card which is remaining and can be accessed by using the Gift Card in accordance with these Terms and Conditions.
- (xii) **Website** means raa.com.au.

b) A reference to **we**, **us** or **our** is a reference to RAA.

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