

Gift card terms and conditions

We have \$20 and \$50 gift vouchers available. Our vouchers are valid for 3 years, and must be used in one transaction, as any leftover funds cannot be refunded or carried forward for future purchases.

1. Introduction

These terms govern the use of Wara Sushi's gift vouchers (**Gift Card**) and constitute a binding legal agreement between Wara Sushi Franchising Pty Ltd (ABN 35 619 052 532) (**Wara Sushi, we or us**) and the person purchasing, redeeming, attempting to redeem or otherwise in possession of a Gift Card (**you**). These terms are to be read in conjunction with our terms of sale, terms of supply and privacy policy and our other terms or policies available on our website from time to time at www.warasushi.com.au.

We ask that you read these conditions carefully before purchasing, redeeming or attempting to redeem a Gift Card. By purchasing, redeeming or attempting to redeem a Gift Card, you warrant and represent to us that you have read and agree to be bound by these terms. If you are giving a Gift Card as a gift, it is your responsibility to ensure that the recipient is aware of these terms.

2. Expiry and validity

- (a) Gift Cards expire three (3) years after the date of issue of the Gift Card, irrespective of when a recipient of a Gift Card may receive the Gift Card (**Expiry Date**).
- (b) Gift Cards are not valid after the Expiry Date and any amounts remaining or unused on the Gift Card are non-refundable.
- (c) When a Gift Card reaches a zero (0) balance, it is no longer valid.
- (d) For the validity of the Gift Card, there is a limit of one transaction for which the Gift Card may be used.
- (e) All Gift Cards remain property of Wara Sushi. Expired Gift Cards may be destroyed by you or returned to us.
- (f) Taxes are still applicable on any products purchased with a Gift Card and will be included in the purchase price and deducted from the Gift Card. All Gift Card amounts are in Australian Dollars.
- (g) Gift Cards are non-reloadable and may not be redeemed for cash. Gift Cards are not legal tender, account/credit/debit cards or securities and no transaction statements will be sent to you regarding your Gift Card.
- (h) You are not permitted to sell your Gift Card and you cannot obtain any cash advance with your Gift Card.

3. Purchase of a Gift Card

- (a) Gift Cards may be purchased on our website by credit card or at certain Wara Sushi stores.
- (b) Once a Gift Card has been successfully purchased, the date of issue of the Gift Card will be recorded on the Gift Card and the Gift Card will be activated.
- (c) Gift Cards are generally excluded from sale promotions and discounts unless otherwise specified by us. Gift Cards cannot be purchased using coupon codes or discounts.

- (d) We will not be responsible for delays or any losses or damage arising from any delay in activating a Gift Card.

4. Delivery

To the maximum extent permitted by law:

- (a) Delivery via email: We are not liable or responsible for any loss suffered as a result of a Gift Card via email being blocked by filters or firewalls, or where the incorrect email address has been entered by the purchaser. If the recipient does not receive the email Gift Card, please contact us to send vouchers to an alternative email address. Alternatively, we can change the delivery method which would incur the normal delivery fee of that service.
- (b) Delivery via Standard Post: Standard Post delivery is via Australia Post. We accept no responsibility for any damage, loss or delay as a result of using Australia Post's service. If for any reason your Gift Card doesn't arrive, please contact us immediately and we can arrange for a replacement Gift Card to be sent to you.
- (c) Delivery via Express Post: Express Post delivery to physical locations is provided via Australia Post. We accept no responsibility for any damage, loss or delay as a result of using postal services. We can provide you with an Australia Post Express Post tracking code in the event you need to locate the whereabouts of your delivery. Express Post deliveries do not require a signature and will be delivered to the specified recipient's physical postal address provided at time of purchase.

5. Redemption

- (a) You agree that by redeeming a Gift Card, any leftover funds cannot be refunded or carried forward for future purchases. By redeeming a Gift Card, you agree that you are making a purchase subject to our Sale Terms and Conditions.
- (b) A Gift Card is only redeemable at the Wara Sushi store recorded on the Gift Card.
- (c) If a purchase exceeds the value of the Gift Card, the remaining amount must be paid for using another payment method, such as cash or debit/credit card.

6. Cancellations and alterations

- (a) Once issued, you cannot cancel a Gift Card except if used, expired or otherwise cancelled by us.
- (b) We reserve the right to cancel, void or alter the balance of a Gift Card at any time without notice to you, where a Gift Card is:
 - (i) used for illegal purposes;
 - (ii) defrauded;
 - (iii) altered;
 - (iv) issued in error; or
 - (v) otherwise tampered with in any way.

- (c) Where we have cancelled or voided a Gift Card due to the fault of us, we will issue you with a refund or replacement Gift Card or a refund of the purchase price at our discretion.

7. Privacy

Our Privacy Policy applies to our collection of your personal information in relation to Gift Cards. Please ensure you read our Privacy Policy on our website.

8. Limitation of liability

- (a) You agree that you are responsible for the use and protection of your Gift Card and that you are liable for all transactions on your Gift Card, except to the extent that there has been fraud or negligence by us.
- (b) You have certain rights under the Australian Consumer Law which cannot be excluded and are not affected by these terms.
- (c) Our liability for failure to comply with a consumer guarantee is limited to:
 - (i) in the case of goods supplied by us, the replacement of the goods or the supply of equivalent goods (or the payment of the cost of the replacement or supply), or the repair of the goods (or the payment of the cost of the repair); and
 - (ii) in the case of services supplied by us, the supply of the services again or the payment of the cost to the Customer of having the services supplied again.
- (d) Subject to the foregoing, no attempt is made to exclude or limit liability arising under the Australian Consumer Law to the extent that there is a statutory restriction on such exclusion or limitation.
- (e) In all other respects, to the extent permitted by law, our maximum aggregate liability to you is limited to the purchase price of your Gift Card.
- (f) To the maximum extent permitted by law, we exclude all other liability whatsoever to you arising out of or in any way connected with these terms or your purchase or use of a Gift Card, including any liability for consequential or indirect losses of any kind, loss of profit, revenue or goodwill, howsoever arising and whether caused by breach of statute, breach of contract, negligence or other misdeed.

9. Variation and waiver

A provision of these terms or a right created under it, may not be waived or varied except in writing with the consent of each of the parties.

10. Severability

Any provision of these terms that is prohibited or unenforceable in any jurisdiction is to be severed from these terms in that jurisdiction to the extent of the prohibition or unenforceability. Such severability does not invalidate the remaining provisions of these terms nor affect the validity or enforceability of that provision in any other jurisdiction.

11. Governing law

These terms are governed by the laws of the State of Queensland. Each party submits to the exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning these terms.

12. Amendments

- (a) These terms may be amended from time to time by us and the latest version will be published on our website. It is your responsibility to keep up to date with these terms.
- (b) If you do not agree with such amendments, you may contact us within (14) fourteen days of us publishing the amended terms and we will cancel and refund your Gift Card or provide an alternate resolution.
- (c) Any amendments to these terms will apply to all Gift Cards purchased or redeemed after the amendment date.

13. Contact

If you have any questions or concerns relating to your Gift Card or these terms, please contact us via the web form accessible at <https://www.warasushi.com.au/contactus/> or by email to admin@warasushi.com.au.