

## BONDS GIFT CARD - TERMS OF USE

### 1. Introduction

These Terms of Use apply to all BONDS Gift Cards issued by Hanes Innerwear Australia Pty Ltd ABN 40 098 742 655, trading as 'Bonds'.

YOUR PURCHASE, REDEMPTION OR ATTEMPTED REDEMPTION OF A GIFT CARD CONSTITUTES YOUR ACCEPTANCE TO BE BOUND BY THESE TERMS OF USE AND AGREEMENT TO THE PRIVACY POLICY.

This document contains the full set of terms and conditions governing your use of the Gift Card. We recommend that you read this document carefully before using the Gift Card. If you have any complaints, questions or would like more information about your Gift Card, please call 1300 554 268, visit the Bonds website [www.bonds.com.au/giftcards](http://www.bonds.com.au/giftcards) or see in-store.

### 2. Definitions

In these Terms of Use:

**Access Code** means the 4-digit access code printed on the Gift Card.

**Bonds Retail Store** means a physical (not online) retail outlet trading under the name Bonds or Bonds Outlet and listed as a "Bonds Store" or "Bonds Outlet" at <http://www.bonds.com.au/stores>.

**Bonds Website** means <https://bonds.com.au>. For the avoidance of doubt it does not include [bondsoutlet.com.au](http://bondsoutlet.com.au).

**Gift Card** means a physical or electronic gift card issued through this Website, the Bonds Website or a Bonds Retail Store through the acquisition of which you or a recipient may make non-cash payments for goods from the Bonds Website or a Bonds Retail Store.

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

**Website** means <https://corporategiftcards.bonds.com.au>.

A reference to **we** or **us** is a reference to Hanes Innerwear Australia Pty Ltd ABN 40 098 742 655.

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

### 3. Gift Card Redemption & Exclusions

3.1 Except for the exclusions listed in paragraph 3.2 below, once loaded with value your Gift Card may be redeemed for purchases at all Bonds Retail Stores and the Bonds Website.

3.2 The following are the exclusions applicable to the redemption of your Gift Card:

- a. all purchases made via phone, facsimile, email or online;
- b. bill payments, credit card accounts, and store accounts;
- c. Gift Cards cannot be used to purchase new Gift Cards or other tender;
- d. Gift Cards cannot be redeemed for Bonds goods in any outlet aside from a Bonds Retail Store or the Bonds Website.

### 4. Using your Gift Card

4.1 To redeem your Gift Card at the Bonds Website at the point of checkout, click "gift card or promo code" and insert the gift card details requested.

4.2 To redeem your Gift Card at a Bonds Retail Store you will need to print the digital Gift Card. To do this, open the email received from 'Bonds Digital Gift Cards' and click on the gift card link. This will then open as a PDF attachment which can be printed. Present your Gift Card at the point of sale at a Bonds store with the merchandise that you wish to purchase. Our customer service operator will enter your Gift Card Number and then ask you to enter the Access Code into the pin pad. The transaction will be completed when the balance has reduced on your Gift Card.

4.3 No change will be given for any Remaining Gift Card Value. The Remaining Gift Card Value may be used in whole or part against future purchases until the Gift Card expires.

4.4 You agree that we can reduce the Remaining Gift Card Value by the value of all purchases of goods and services that are authorised by you. Transactions are authorised by you by:

- a. entering your Gift Card Number and Access Code, or allowing an operator or other person to do so, at the point of sale; or
- b. giving us, or another person details of the Gift Card and authorising the transaction in some other way.

4.5 When you authorise a transaction:

- a. you are confirming that the transaction correctly represents the purchase price of the goods or services obtained;
- b. you are agreeing to pay the amount of that transaction by the reduction of the Remaining Gift Card Value; and
- c. you are responsible for the amount of the transaction to the extent that the retail price of the goods purchased exceeds the Remaining Gift Card Value.

4.6 Goods that are purchased solely, or in part with a Gift Card may be exchanged or returned subject to Bonds' standard exchange and returns policy and as permitted by law.

4.7 If you have an issue with any goods that you purchased with a Gift Card you should contact the Bonds Website or Bonds Retail Store where the purchase was made.

4.8 You will not be sent statements of transactions on a Gift Card. You can check your Gift Card balance and expiry date at any time in-store at the service desk, or by calling 1300 554 268 or visiting [www.bonds.com.au](http://www.bonds.com.au). For balance enquiries by phone or online, you will be required to enter both the Gift Card number (the 17 digit number on the Gift Card) and Access Code prior to getting access to the Gift Card information.

4.9 You cannot exchange your Gift Card for a different denomination or type of Gift Card or for another tender, cash or discount.

## **5. Expiry, cancellation and re-issue of Gift Cards**

5.1 Your Gift Card will be valid for use for one year from the date of issue. After such time it will be invalid. Bonds will not extend the expiry date of a Gift Card unless required by law. You should use all of the Remaining Gift Card Value before the expiry date. After the expiry date unused value will become the property of Bonds.

5.2 Gift Cards cannot be cancelled once they are issued except if voided by Bonds, if their value is used or if they expire. We reserve the right to void any Gift Card, or transaction using a Gift Card, that appears to have been purchased fraudulently, altered or tampered with in any way and Bonds may subject Gift Cards to a verification process.

5.3 We reserve the right to cancel any Gift Card, or the Gift Card program, for any reason at any time without notice. In such instances (except those set out in paragraph 5.2) we will elect to provide a refund or a replacement Gift Card.

5.4 We reserve the right to correct the balance of your Gift Card if we believe that a clerical or accounting error has occurred.

5.5 A re-issue of faulty or damaged Gift Cards is not available unless the fault or damage to the Gift Card is proven to be a result of the production process or otherwise due to the fault of us or our agents or contractors.

## **6. Lost or stolen Gift Cards**

Treat your Gift Card like cash. Lost or stolen Gift Cards will not be replaced or refunded. The bearer of the Gift Card will be taken to be the owner of the Gift Card.

## **7. Contested Transactions**

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.

## **8. Changes to Gift Card Terms of Use**

We reserve the right to change any of the terms contained in these Gift Card Terms of Use at any time and agree to provide you with at least 30 days' notice of such changes. We will give you notice by posting the changes on [www.bonds.com.au/giftcards](http://www.bonds.com.au/giftcards). If you write to Bonds within the notice period and do not accept the changes we may cancel your Gift Card and refund any Remaining Gift Card Value to you.

## **9. Privacy and confidentiality**

Our Privacy Policy explains how we handle the personal information that we may collect from you with respect to Gift Cards. If you do not have a copy and are unable to access the notice online (at [www.bonds.com.au](http://www.bonds.com.au)), please call our privacy officer on 03 8862 1400 for a copy.

A copy of the Bonds Privacy Policy is available at [www.bonds.com.au](http://www.bonds.com.au).

## **10. Errors and complaints**

If you have reason to believe that an error has occurred in relation to your Gift Card, you should call 1300 554 268 or contact us on [bondscorporate@hanes.com](mailto:bondscorporate@hanes.com).

## **11. Limitation of liability**

You have certain rights under the Australian consumer legislation which cannot be excluded and are not affected by these terms and conditions. Except for those statutory rights, any conditions implied by any other laws are excluded from these Gift Card Terms of Use. To the maximum extent permitted by law, we will not be liable to you for any loss or damage (whether direct, indirect or consequential) howsoever caused, nor will we be in default under these Gift Card Terms of Use, for failure to observe or perform any of our obligations under these Gift Card Terms of Use for any reason or cause except if caused by our gross negligence. To the extent permitted by law, if we are liable to you, our maximum aggregate liability to you is limited to the Remaining Gift Card Value on your Gift Card.

## **12. Applicable law**

These Gift Card Terms of Use are to be construed and enforced in accordance with the laws of Victoria, Australia. Any dispute in connection with a Gift Card is exclusively subject to the jurisdiction of the courts of Victoria, Australia (including the Federal Court of Australia, Victoria Registry).