

# **BONDS CORPORATE GIFT CARD SALES WEBSITE**

## **GIFT CARD ORDERING TERMS AND CONDITIONS**

### **INTRODUCTION**

These terms govern the purchase of Gift Cards from <https://corporategiftcards.bonds.com.au> (Website). By accessing, using, browsing, registering with, contributing to or purchasing from any area of the Website, you agree that your access to, use of, and purchase of any goods from the Website is subject to these terms and all applicable laws, and is at your own risk. If you do not agree to these terms in their entirety, you must not use this Website. When purchasing Gift Cards from the Website, these Ordering Terms and Conditions form a contract between the customer (you) and Hanes Innerwear Australia Pty Ltd ABN 40 098 742 655 and apply to the ordering, purchase, fulfilment and delivery of Gift Cards from the Website. Please read these Ordering Terms and Conditions carefully before placing your Order as these Ordering Terms and Conditions contain important information about the ordering, processing, fulfilment and delivery of goods, including limitations of liability.

We may amend or update these Ordering Terms and Conditions at any time by posting any changes at this Website, without providing notice to you. By continuing to access and use this Website, you will be deemed to have agreed to any changes or updates to these terms. These Ordering Terms and Conditions (together with our Privacy Policy, Website Terms and Conditions and Gift Card Terms of Use) set out the entire agreement between you and Bonds and, to the fullest extent permitted by law, supersedes all prior terms, conditions, warranties and/or representations.

If you do not understand these Ordering Terms and Conditions or if you have any questions, please contact our Corporate Sales Team. The contact phone numbers for our team are: 1300 554 268, +61 412 418 678 or email via [bondscorporate@hanes.com](mailto:bondscorporate@hanes.com).

### **1. DEFINITIONS**

The following definitions are used in these Ordering Terms and Conditions.

**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>.

**Business Day** means a week day in which trading banks are open for the transaction of banking business in Melbourne, Australia.

**Delivery Address** means the address to which the Gift Cards are to be delivered as nominated by you in your Order on the Website.

**Delivery Agent** means any nominated third party delivery or shipping company for Bonds.

**Delivery Fee** means the fees charged by the Website for the delivery of Gift Cards and includes GST.

**Gift Card** means an electronic gift card issued through this Website, through the acquisition of which you or a recipient may make non-cash payments for goods from the Bonds website [www.bonds.com.au](http://www.bonds.com.au) or a Bonds Retail Store.

**Gift Card Terms of Use** means the Gift Card Terms of Use found on the Website.

**GST** has the meaning provided by A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Law** means any written rule or collection of rules, including, but not limited to any statute, regulation, order or rule, any government ordinance or by-law, any governmental agency's rule, regulation or determination, and any form of custom or policy recognised and enforced by judicial decision.

**Order** means a request by you to purchase Gift Cards from the Website in accordance with these Ordering Terms and Conditions.

**Ordering Terms and Conditions** means these terms and conditions.

**Personal Information** has the meaning as defined under the Privacy Act 1988 (Cth).

**Price** means the purchase price of each Gift Card as specified on the Website in Australian dollars.

**Privacy Policy** means the Bonds Privacy Policy found on the Website.

**Website** means the Bonds Corporate Sales Gift Card website <https://corporategiftcards.bonds.com.au>.

**Website Terms and Conditions** means the terms and conditions of use of the Website found on the Website.

**we or us or our or Bonds** means and Hanes Innerwear Australia Pty Ltd ABN 40 098 742 655.

**you or your** means you as the user of the Website, including as a purchaser of Gift Cards from Bonds pursuant to these Ordering Terms and Conditions.

## **2. COMPANY REGISTRATION**

2.1 Before placing an Order for Gift Cards through the Website you must register your business with Bonds Corporate Sales.

2.2 To register, complete the registration process at the Website.

2.3 Bonds may, in its absolute discretion, approve or reject any registration application or terminate any registration at any time and for any reason.

2.4 If your registration is approved you will receive login details via email. Login details consist of a user name and temporary password. These details will allow you to login to the Website and confirm your registration. You should update your password regularly.

2.5 You must keep your login details secure at all times. Any Order placed using your login details will be deemed to be a valid Order that has been authorised by you.

## **3. PLACING ORDERS FOR GIFT CARDS**

3.1 An Order submitted by you on the Website in the manner described on the Website is an offer by you to purchase Gift Cards for the Price plus any Delivery Fee as specified at the time you submit your Order. That offer cannot be withdrawn by you without our prior consent.

3.2 You agree to provide complete and accurate information as to your personal details (or those of your nominated recipient for gifts) to enable the processing and delivery of your Order. This information will also be used by the Delivery Agent to fulfil your Order. Bonds will not be liable to you for your loss or that of any third party for a delay or failure to process, fulfil or deliver Gift Cards to you (or your nominated recipient) due to inaccurate or incomplete personal details provided in respect of an Order by you. Without limitation, if you provide inaccurate shipping details in an Order, Bonds is under no obligation to resend your Order if it is shipped to the address provided in the Order and not subsequently returned to Bonds. You agree to obtain consent from the recipient of a Gift Card when providing their personal details to Bonds.

3.3 You must check your Order carefully prior to submitting your Order with us. Once you submit your Order, cancellations of your Order or changes to the Gift Cards in your Order may only be made by agreement unless otherwise required by law.

3.4 Each Order you submit will be a separate and binding agreement between you and Bonds with respect to the supply of Gift Cards, in accordance with these Ordering Terms and Conditions.

3.5 In submitting an Order you represent and warrant to Bonds that:

1. you are over the age of 18;
2. you have read and agree to be bound by these Ordering Terms and Conditions; and
3. you have complied with all applicable Laws.

#### **4. ACCEPTANCE AND REJECTION OF ORDERS**

4.1 Bonds reserves the right to accept or reject your Order for any reason at any time.

4.2 When we accept an Order, it represents an agreement by Bonds to supply you the Gift Cards in accordance with the Order and these Ordering Terms and Conditions.

4.3 In the event that we reject an Order under clause 4.1, we will notify you of that rejection. Bonds will not be liable to you for your loss or that of any third party for the rejection of an Order.

4.4 Where we reject an Order and your payment for the Gift Cards has already been processed, we will refund any money paid to us in respect of that Order and make reasonable endeavours to process the refund within five (5) Business Days. Your receipt of your refund will depend on the period of time it takes your financial institution to finalise the refund. Bonds is not liable with respect to any loss, damage, cost, expense or injury you or any third party incur as a result of any delay in processing your refund.

4.5 If we are unable to contact you in relation to your Order under these Ordering Terms and Conditions using the contact details you provide during the Order process after having made reasonable attempts to contact you, we will reject the Order in accordance with this clause 4.

#### **5. PRICE AND PAYMENT**

5.1. Prices are displayed in Australian Dollars.

5.2. In respect of any Order, we will charge you and you agree to pay to us:

1. the Price; and
2. the Delivery Fee (if any).

5.3. You can pay for your Gift Cards by any of the methods specified on the Website from time to time, which includes direct deposit and credit card payment.

5.4. You acknowledge and agree that any payment in respect of an Order must be cleared by Bonds before the Gift Cards are despatched. If your payment cannot be processed, your Order will be rejected in accordance with these Ordering Terms and Conditions and you will be notified of this.

5.5. In paying or attempting to pay for the Gift Cards, you agree that you have not engaged in any fraudulent conduct or contravened any Law.

5.6. You will receive an invoice by email once payment in respect of your Order has been processed.

#### **6. DELIVERY**

6.1. Bonds uses Delivery Agents to deliver your Gift Cards. You agree to your details including the nominated Delivery Address being supplied to our Delivery Agents for the purpose of delivering your Gift Cards.

6.2. You should refer to the FAQ section of the Website for the applicable Delivery Fee for the Gift Cards.

6.3. You acknowledge and agree that notwithstanding anything else stated on the Website:

1. Bonds cannot guarantee that delivery will occur in the stated delivery time frames;
2. delivery time frames may change from time to time due to unforeseen circumstances; and
3. except where required by applicable law, Bonds is not liable with respect to any loss, damage, cost, expense or injury you or any third party suffers as a result of a change in delivery times or a delay in delivery.

6.4. Delivery of Gift Cards will take place at the Delivery Address specified by you during the Order process. It is your responsibility to ensure that the Delivery Address is correctly spelt in the Order, has sufficient available storage space to receive incoming emails and is secure from unauthorised access.

6.5. Upon delivery, you should inspect your Gift Cards and check that the Gift Cards delivered match your Order. If the Gift Cards are not as ordered or Gift Cards are missing from your Order, you should call our Corporate Sales team. You should let us know about any missing and incorrect Gift Cards as soon as possible.

Any Gift Cards replaced due to being defective, missing or incorrect will be delivered to you free of charge. Gift Cards can only be replaced if they are faulty or incorrectly delivered. Returns are not accepted for change of mind.

6.6 Bonds' Gift Card Terms of Use apply to the use of Gift Cards that are purchased by you. These are available at the Website.

## **7. INDEMNITY**

You agree to indemnify us (including our related companies and our and their directors, officers, employees, third party suppliers, agents and contractors) for any loss or damage any of the foregoing suffer if you breach these Ordering Terms and Conditions.

## **8. PRIVACY**

8.1 Personal Information, such as your contact details, that you provide to us during the Order process will be kept and used by us and third party suppliers for the purpose of processing your Order in accordance with Bonds' Privacy Policy.

8.2 You represent and warrant to Bonds that all information (including Personal Information) and data provided by you to us through the Website is true, accurate, complete and up to date, and (where relevant) you have obtained the consent of your nominated recipient for gifts to provide their Personal Information to Bonds.

## **9. GENERAL**

9.1 These Ordering Terms and Conditions are governed by and are to be construed in accordance with the laws applicable in Victoria. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waive any right to object to any proceedings being brought in those courts. In any purchase of Gift Cards, your transaction is deemed to have taken place in Kew, Victoria.

9.2 Only you and Bonds shall be entitled to enforce these Ordering Terms and Conditions. You may not assign, transfer or sub-contract any of your rights or obligations under these terms to any third party unless we agree. No third party shall be entitled to enforce any of these Ordering Terms and Conditions, whether by virtue of legislation or otherwise.

9.3 Bonds reserves the right at all times to make changes to these Ordering Terms and Conditions. Any variations to these Ordering Terms and Conditions will take effect from posting on the Website. The Ordering Terms and Conditions which apply at the time of Order are those that govern your relationship with Bonds with respect to that Order. If you do not agree to the amended Ordering Terms and Conditions, you must immediately cease all use of the Website. Your continued use of the Website will constitute acceptance of the amended Ordering Terms and Conditions.

9.4 Bonds may give notice to you by electronic mail via the details you have provided to us at the Website. You may give notice to us by emailing our Corporate Sales team.

9.5 Any provision of these Ordering Terms and Conditions that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Ordering Terms and Conditions nor affect the validity or enforceability of that provision in any other jurisdiction.

9.6 A failure or delay by Bonds to exercise a power or right under, or enforce strict performance with, these Ordering Terms and Conditions does not constitute as a waiver of that power or right, and the exercise of a power or right by Bonds does not preclude its future exercise or the exercise of any power or right.