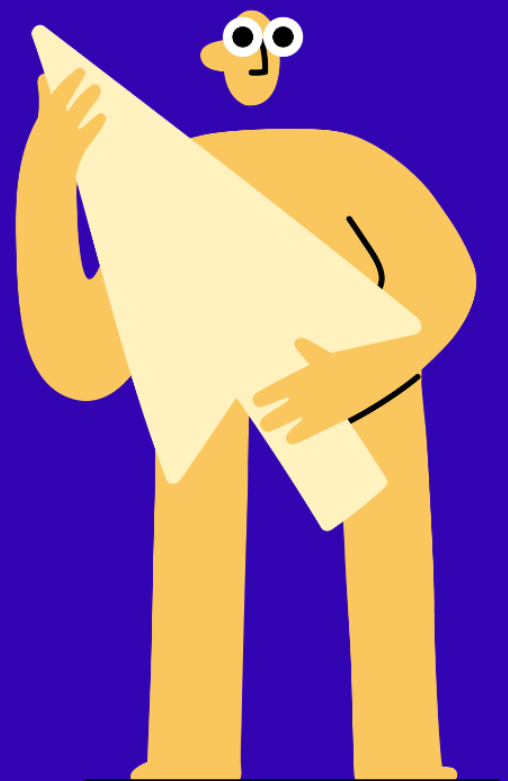




Gift Card Terms & Conditions



1 Agreement

- (a) These Gift Card Terms and Conditions (“**Gift Card Terms and Conditions**”) are a legal agreement between you (“**you**,” or “**your**”) and Digital Wallet Pty Ltd (ABN 93 624 272 475) (Australian Financial Services Licence Number 515270) (“**Digital Wallet**”, “**we**”, “**us**” or “**our**”) and govern your use of a Gift Card.
- (b) “**Gift Card**” means the gift card you have purchased through Beem or the Gift Card information you received through a link from a Beem user.
- (c) These Gift Card Terms and Conditions operate in addition to the terms and conditions of the business (**Merchant**) from whom you:
 - (1) purchase and redeem a Gift Card using Beem; or
 - (2) redeem a Gift Card using the Gift Card information you received in a link from a Beem user (**Merchant Terms and Conditions**).
- (d) Purchasing or using the Gift Card means that you accept the Gift Card Terms and Conditions and Merchant Terms and Conditions. The Gift Card Terms and Conditions and Merchant Terms and Conditions will be displayed on the screen once you have selected the Gift Card and the amount will be available through the link you receive with the Gift Card information.
- (e) Before purchasing a Gift Card, please make sure you read and understand:
 - (1) these Gift Card Terms and Conditions; and
 - (2) the Merchant Terms and Conditions. For example, the way in which a Gift Card is redeemed or the time when it expires may vary from Merchant to Merchant, so it is important that you read the Merchant Terms and Conditions applicable to each Gift Card before you make the purchase.
- (f) We remind you that your use of Beem (including in respect of Gift Cards) is governed by the Beem Product Disclosure Statement and Terms and Conditions (as amended from time to time) which are available [here](#).

2 Merchant is the issuer of the Gift Card

- (a) A Gift Card purchased through Beem is issued by a Merchant and not by Digital Wallet.
- (b) Each Merchant is a third party that is not related to Digital Wallet.
- (c) It is the Merchant who issues the Gift Card who is responsible to you to deliver value by use of the Gift Card.
- (d) Digital Wallet does not guarantee performance by a Merchant that issues a Gift Card.

3 Use of a Gift Card

3.1. Things you should know prior to making a purchase

- (a) Prior to purchasing the Gift Card, you must ensure that you have or the Gift Card recipient has technological capability to purchase, receive and redeem the Gift Card or the link with the Gift Card information.
- (b) You should treat Gift Cards and the link to the Gift Card information like cash. Anyone holding the Gift Card information may use its value to make purchases.
- (c) A Gift Card cannot be:
 - (1) returned for cash;
 - (2) have its balances consolidated to a new Gift Card;
 - (3) redeemed for cash unless otherwise stated by the Merchant Terms and Conditions;

- (4) exchanged for another Gift Card; or
 - (5) reloaded.
- (d) There are currently no fees charged by us for using the Gift Card feature in Beemt. However, you or the Gift Card recipient may be liable to the Merchant for fees or other charges under the Merchant Terms and Conditions.
- (e) Please be aware that some Gift Cards can only be redeemed in store and some can only be redeemed online. This will generally be specified in the relevant Merchant's Terms and Conditions. If you are unable to find this information, then you should contact the Merchant before purchasing the Gift Card.

3.2. Redeeming the Gift Card

- (a) Your Gift Card will generally display:
 - (1) a reference number (for online purchases) or barcode (for in store purchases);
 - (2) the name of the Merchant through whom the Gift Card is redeemable;
 - (3) the dollar amount of the Gift Card;
 - (4) the Gift Card expiration date; and
 - (5) a PIN.
- (b) You may choose to purchase and redeem the Gift Card for your own use or purchase it for another person to redeem.
- (c) The Gift Card you have purchased can be accessed via your purchase receipt saved in Beem. You can then proceed to redeeming your Gift Card or send the link to the Gift Card information to another person to redeem.
- (d) To redeem your Gift Card with the Merchant, you may need to present the Gift Card's barcode and PIN for in person purchases or reference number and PIN for online purchases. Refer to the Merchant Terms and Conditions for more information, including your Gift Card balance.
- (e) The full balance on the Gift Card must be redeemed before its expiration date as stated in the Merchant Terms and Conditions or on the card at the time of purchase. Any unused balance on expiry of the Gift Card will not be refunded or credited, unless otherwise stated by the Merchant Terms and Conditions. There may be some Gift Cards with no expiration date.
- (f) If your purchase amount exceeds the available balance on the Gift Card, you must make up the difference with another payment method accepted by the Merchant.
- (g) A Gift Card sold through Beem is only redeemable with a Merchant in Australia, unless otherwise stated by the Merchant Terms and Conditions.

3.3. Loss

- (a) Subject to section 3.3(b), you or the Gift Card recipient are responsible for the use and safety of a Gift Card and for all transactions made on your Gift Card. Digital Wallet is not liable for any loss that may occur using Beem, including to purchase or redeem a Gift Card. For example, Digital Wallet is not liable for any loss that may be incurred in events such as:
 - (1) You send the link to the Gift Card information to the incorrect recipient;
 - (2) You, or the Gift Card recipient lose, or destroy the barcode, reference number or Gift Card PIN or divulge them to an unauthorised person. In this circumstance, you should promptly contact the Merchant;
 - (3) Expiry of the Gift Card. Any concerns you may have with respect to an expired Gift Card should be addressed directly with the Merchant;
 - (4) The availability, quality or fitness for purpose of any goods or services purchased with the Gift Card. Any dispute about goods or services purchased with the Gift Card must be resolved with the Merchant.
 - (5) The Merchant ceases to accept Gift Cards; or

- (6) You or the Gift Card recipient do not have the technological capability to purchase, receive or redeem the Gift Card.

Digital Wallet is liable if the loss is caused by fraud, negligence, or wilful misconduct of Digital Wallet or its employees or a technical fault of Digital Wallet. In that case and to the extent permitted by law, Digital Wallet's liability is limited to replacing a faulty Gift Card with a new Gift Card with an equivalent balance at the time of replacement and expiry date to that of the original Gift Card.

- (b) If you or the Gift Card recipient incur loss as a result of undertaking transactions using Beem (for example, to purchase or redeem the Gift Card), the rules about liability for unauthorised transactions in section 6 of the Beem Product Disclosure Statement and Terms and Conditions (available [here](#), as amended from time to time) will apply.

4 Making a complaint

We try to get things right the first time, but if we do not, we will do what we can to fix it. You can fix most problems or make a complaint simply by emailing us at support@beem.com.au. We will:

- (a) keep a record of your complaint;
- (b) give you a reference number and a staff member's name and contact details so you can follow up with them if needed;
- (c) respond to the complaint within 21 days, or tell you if we need more time to complete our investigation;
- (d) give our final response within 30 days; and
- (e) if we cannot complete our investigation within 30 days, we will let you know why.

If you are not happy with how we handled your complaint, you can contact the Australian Financial Complaints Authority, a free and independent dispute resolution service:

Australian Financial Complaints Authority

GPO Box 3 Melbourne Vic 3001

Phone: 1800 931 678 or visit www.afca.org.au

5 Governing law and jurisdiction

These Gift Cards Terms and Conditions are governed by the laws of New South Wales, Australia. You and we submit to the non-exclusive jurisdiction of the courts of New South Wales.

6 Changes to these Gift Card Terms and Conditions

- (a) We may:
 - (1) change these Gift Cards Terms and Conditions at any time where the change will only relate to future transactions or the future use and operation of the Gift Card feature of Beem; or
 - (2) cease to offer the Gift Cards feature in Beem.
- (b) We will give you at least 30 days' notice if a change introduces or increases fees, if we plan to cease to offer the Gift Card feature in the future or if a change is otherwise unfavourable to you. Otherwise, notice may be given on the day of change.
- (c) We will notify you of a change by electronic notice to you via your device or the App Store if you are using iOS or the Google Play Store if you are using an Android device and display the updated Gift Card Terms and Conditions in

Beem at the time of a new Gift Card purchase. We may require you to confirm your acceptance of the change before we allow you to continue using Beem.

- (d) Your continued use of Beem as it relates to Gift Cards after any such change will be taken to be an acceptance of such change.
- (e) If we make a change that you are not happy with, you should cease using the Gift Card functionality in Beem.

7 Contact us

To ask a question, give feedback, make a complaint or if you suspect unauthorised use of Beem, please email Digital Wallet at support@beemit.com.au.