

JB HI-FI COMMERCIAL CUSTOMER GIFT CARD ORDERING TERMS AND CONDITIONS

These Terms and Conditions of Use apply to all Gift Card Orders made by corporate customers with JB Hi-Fi Group Pty Ltd (**JB Hi-Fi**).

YOUR REGISTRATION ON OUR WEBSITE, REQUEST FOR QUOTATION, PLACEMENT OR ACCEPTANCE OF AN ORDER OR PURCHASE OF GIFT CARDS CONSTITUTES YOUR ACCEPTANCE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE AND AGREEMENT TO THE PRIVACY POLICY AND SECURITY NOTICE (SEE PARAGRAPH 13).

We recommend that you read this document carefully before requesting a quotation or placing an Order for Gift Cards with us. If you have any questions, complaints or would like more information, please contact the JB Hi-Fi Commercial Services Team on 1300 746 752 or visit the website corporatcorporategiftcards.jbhifi.com.au.

1. Definitions

The following apply to these Terms and Conditions.

“Business Day” means days that are Monday to Friday excluding Victorian and National public holidays.

“Delivery Address” means the address to which the Gift Cards are to be delivered as stated on the Order.

“Gift Card” means the JB Hi-Fi gift card that you have purchased or received.

“GST” means the goods and services taxation regime instituted pursuant to the *A New Tax System (Goods and Services Tax) Act 1999* (as amended) and any related Commonwealth Acts, regulations, determinations and rulings associated with or made under any of those Acts.

“JB Hi-Fi” means JB Hi-Fi Group Pty Ltd ABN 37 093 114 286 of Level 4, Office Tower 2, Chadstone Place, Chadstone Shopping Centre, 1341 Dandenong Road, Chadstone, Victoria 3148.

“Order” means an order by you to purchase Gift Cards from us.

“Personal Information” includes, but not limited to your name, Delivery Address and payment details.

“Purchase Price” means the price quoted by JB Hi-Fi for an Order.

“Quotation” means a quotation issued by us.

“You” means the purchaser of any Gift Cards from us and who places an Order via our Commercial Customer channels.

2. Company Registration

- a. You must first register your business with the JB Hi-Fi Commercial Sales Gift Card Services prior to placing an Order.
- b. To register, complete the registration process at corporatcorporategiftcards.jbhifi.com.au.

- c. JB Hi-Fi may in its absolute discretion approve or reject or terminate any registration application for any reason.
- d. If your registration is approved you will receive login details via e-mail consisting of a username and a temporary password to enable you to login to the JB Hi-Fi Commercial Sales Gift Card Service and confirm your registration.
- e. You must keep your login details secure. Any Order placed using your login will be deemed to be a valid and authorised Order.
- f. If you do not have access to the website or do not wish to register online you can contact the JB Hi-Fi Commercial Sales Team at giftcards@jbhifi.com.au or 1300 746 752.

3. Ordering

- a. Placement of an Order with JB Hi-Fi by you is an irrevocable offer by you to purchase the Gift Cards you have specified in the Order. To place an order you must be a registered JB Hi-Fi Commercial Sales Gift Card Service customer, login to the service at giftcards.jbhifi.com.au, complete and submit a Gift Card Order. You can also order by contacting JB Hi-Fi Commercial Sales on 1300 746 752 or e-mailing your request to giftcards@jbhifi.com.au.
- b. JB Hi-Fi is not obligated to accept your Order and we may accept or reject your Order for any reason.
- c. The contract with JB Hi-Fi for the ordering and purchase of Gift Cards specified in your Order only becomes binding on JB Hi-Fi once we have accepted your Order and receipt of your payment for the Gift Cards in full has been confirmed. You will receive a Gift Card Order Statement as acceptance of your order from JB Hi-Fi .
- d. You will receive a tax invoice(s) from JB Hi-Fi as determined by the composition of your Gift Card Order. Receipt by JB Hi-Fi of payment from you in full is required prior to Gift Cards being approved for production, released and/or activated.
- e. Orders must be complete and submitted to JB Hi-Fi Commercial Sales before 10.00pm AEST. Orders received after this time will be deemed received the next business day. In the instance of an order being received after 10.00pm on a Business Day prior to a public holiday or weekend the order will be processed the next business day after the public holiday or weekend.
- f. Orders will be processed and delivered within the timeframes stipulated by JB Hi-Fi . For Order fulfilment and delivery timeframes please refer to the relevant terms and conditions at corporatcorporategiftcards.jbhifi.com.au.

4. Payment

- a. You may pay the Purchase Price by direct deposit or by credit card MasterCard and Visa.
- b. Payment of the total Purchase Price must be made in full and cleared funds before the Gift Cards are dispatched.

5. Delivery

- a. Gift Cards are only available for delivery in Australia and will not be delivered to a PO Box Address or Locked Bag.
- b. An adult must be available to sign for the Goods on delivery. Anyone at the Delivery Address who receives the Gift Cards shall be presumed to be authorised to receive the Gift Cards on your behalf. If no one of the appropriate age is at the Delivery Address to receive the Gift Cards (or the person is unable or unwilling to provide appropriate proof of age acceptable to us), the Gift Cards will not be delivered and you may incur additional delivery fees.

- c. Acceptance by you of the Gift Cards shall be evidence that the Order was delivered in full and in good condition, unless at the time of delivery you notify us within 24 hours of receipt that there is an error or discrepancy in the delivery docket.

6. Delivery Charges

- a. The delivery fees will be specified on the Order. The delivery fee is \$9.95 per delivery address specified on the Order. Delivery fees quoted are GST inclusive.
- b. It is your responsibility to give us prior notice of any unusual delivery circumstances.

7. Order Activation

- a. Orders must be activated prior to the gift cards being ready for use
- b. It is the responsibility of you and the nominated Delivery Recipient to ensure that an Order is activated.
- c. Orders must be activated using the: 1) Order Number and 2) Bulk Activation Code.
- d. You will receive an 'Order Confirmation' containing the Bulk Activation Code. It is your responsibility to provide a nominated Delivery Recipient with the Bulk Activation Code.
- e. It is the responsibility of the person who places the Gift Card Order and the Delivery Recipient to keep the Bulk Activation Code confidential. The Bulk Activation Code must not be revealed to any unauthorised person.
- f. Please check your Order carefully prior to activation. If you find a discrepancy, do not activate the Order or distribute any of the cards, and contact JB Hi-Fi Commercial Sales immediately on 1300 746 752.

8. Gift Cards

- a. JB Hi-Fi's Terms and Conditions of Use in relation to Gift Cards apply to any gift cards that are purchased by you. These are available at corporatecorporategiftcards.jbhifi.com.au.
- b. You must check your Gift Card Order upon receipt of delivery. If you find a discrepancy, do not distribute any Gift Cards or activate the Order and contact the JB Hi-Fi Commercial Sales team immediately on 1300 746 752.

9. Discounts and GST on Gift Card price

- a. We may in our absolute discretion, agree to offer a discount on the face value price of Gift Cards and/or any applicable issuance fee(s) payable by you for Gift Cards contained within an Order and may place any conditions or restrictions on you in consideration for the discount (such as minimum Orders, forecast Orders, method of payment).
- b. The discount provided by the JB Hi-Fi Commercial Sales team will only be valid for purchases of Gift Cards made through JB Hi-Fi Commercial Sales using your login at corporatecorporategiftcards.jbhifi.com.au or contacting JB Hi-Fi Commercial Sales on 1300 746 752.
- c. JB Hi-Fi reserves the right to withdraw or decrease any such discount if there is a decrease in the value and/or frequency of Gift Card Orders placed by you.
- d. GST will not apply to the sale of a Gift Card, specifically the face value/loaded amount.

10. Cancellations

- a. You may cancel an Order by providing written notice to JB Hi-Fi :

- i) prior to payment being cleared, at no additional cost, or
- b. You may not cancel part of an Order.
- c. JB Hi-Fi reserves the right to cancel an Order if it is:
 - i) Not paid for in full within 30 days of the Order Date;
 - ii) Not accepted at the nominated delivery address within 30 days of the dispatch date; or
 - iii) Deemed by JB Hi-Fi to be fraudulent or possibly fraudulent.

We will refund all money received from you (less any applicable fees and charges) in the form of a cheque or direct debit for all approved cancellations. After an Order is cancelled the gift cards can no longer be used and should be destroyed.

To discuss the cancellation of an Order, contact JB Hi-Fi Commercial Sales on 1300 746 752 or giftcards@jbhifi.com.au.

11. Risk & Title

Risk and title in the Goods passes to you upon valid delivery of the Goods to your nominated Delivery Address, or upon collection from the JB Hi-Fi Store.

12. Privacy and Security

- a. Our Privacy and Security Notice explains how we handle the personal information that we may collect from you with respect to Gift Cards or your Order. If you do not have a copy and are unable to access the notice online (at corporatcorporategiftcards.jbhifi.com.au), please call 1300 746 752 for a copy.
- b. A copy of the JB Hi-Fi Group Pty Ltd Privacy Policy is available at [www.JB Hi-Fi .com.au](http://www.JBHi-Fi.com.au)
- c. It is important that you read and understand both the Privacy and Security Notice and the Privacy Policy.

13. Warranties to JB Hi-Fi

- a. By submitting an Order you are deemed to have read this document in its entirety and understand and agree to be bound by its terms in respect of each Order.
- b. You acknowledge that we are entitled to assume that any person purporting to have the authority to bind you to an Order has the authority they claim.
- c. If you are a Trustee, then you and your director(s) warrant that you and they have the authority and power to enter into this agreement, that the trust assets are sufficient to satisfy any liability to us and that they personally guarantee the performance of all of the trust's obligations under this agreement.
- d. You warrant and represent to us that:
 - i) none of the Gift Cards purchased are for domestic use;
 - ii) you have the authority to agree to these terms and conditions and place an Order;
 - iii) you are in good standing and validly existing under Australian law;
 - iv) no proceedings for bankruptcy or administration have been filed or threatened and no administrator has been appointed; and
 - v) you will not compete with us.
- e. You indemnify and hold us harmless for any loss, liability, claim, fine, penalty, order or judgement that we may suffer whether direct, indirect or consequential, howsoever caused, as a result of your act, omission or negligence, or breach of these terms and conditions or if any of the warranties are or become untrue.

14. Use of JB Hi-Fi Intellectual Property

- a. You must obtain our prior written approval on each occasion you propose to use any or all of JB Hi-Fi 's Intellectual Property by using a Marketing Approval Brief Form which may be obtained from giftcards@jbhifi.com.au. Submission of a marketing approval brief to JB Hi-Fi Commercial Sales does not guarantee automatic approval to use trade marks, images or references in any promotion
- b. If we approve your use of JB Hi-Fi 's Intellectual Property, you must clearly state that in the program or promotion that you are operating which may incorporate Gift Cards that "JB Hi-Fi is not the promoter" or such equivalent statement and the terms and conditions associated with any program utilising Gift Cards must clearly stipulate that the program, including the distribution of the Gift Cards, is managed by you (as the "promoter") and is in no way supported or endorsed by JB Hi-Fi .
- c. You agree to withdraw or amend any material that uses or incorporates JB Hi-Fi 's Intellectual Property notwithstanding that we may have provided our consent to such use.
- d. Neither you nor your related bodies corporate or associates will not alter or claim any ownership rights in JB Hi-Fi 's Intellectual Property and will not use or register or attempt to use or register any intellectual property that is the same or similar to JB Hi-Fi 's Intellectual Property.
- e. JB Hi-Fi has the rights in registered and unregistered trade marks, other marks, devices and images, which are protected by law. Except as expressly authorised in writing by a portfolio member or us the use of any of the trade marks is strictly prohibited. Neither registration of your company or placement of a Gift Card Order through the JB Hi-Fi Commercial Sales Gift Card Service authorises you to utilise the trade marks.

15. Limitation of liability

To the maximum extent permitted by law, we and our affiliates, directors, officers, employees, agents, service providers, will not be liable to you for any loss including special, punitive or other losses, or damage, liabilities, claims or expenses (including legal costs) (whether direct, indirect or consequential) howsoever caused, nor will we be in default under these Terms and Conditions of Use, arising out of, or in any way related to, for failure to observe or perform any of our obligations under these 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 Purchase Price of the Order to which such liability relates.

16. Applicable law

These terms and conditions are to be construed and enforced in accordance with the laws of Victoria, Australia. Any dispute in connection these terms and conditions is exclusively subject to the jurisdiction of the courts of Victoria, Australia (including the Federal Court of Australia, Victoria Registry).

17. General

- a. We reserve the right to suspend the fulfilment of any Orders for the duration of any events beyond our control.
- b. You may not assign, transfer or deal with any of its rights in this agreement including to any successor in business. If you undergo a change in control or ownership we reserve the right to cancel any outstanding Orders and refuse any subsequent Orders.

- c. We may assign its rights under this agreement.
- d. We reserve the right from time to time to vary, by notice in writing to you, the Terms and Conditions, Quotation amounts, or other matter in connection with any Order.
- e. These Terms and Conditions, JB Hi-Fi 's Privacy Policy, the Website Terms of Use and JB Hi-Fi 's Gift Cards Terms and Conditions constitute the whole of the agreement between the parties in relation to any Orders.

JB Hi-Fi Commercial Privacy and Security Notice

1. Privacy Notice

Safeguarding your personal business contact and company information is important to JB Hi-Fi Group Pty Ltd (**JB Hi-Fi**).

This privacy notice is provided to you by JB Hi-Fi and contains important information regarding the collection, use, disclosure, security and access of your personal information. JB Hi-Fi complies with the Privacy Act 1988 (Cth) to ensure that your personal information is protected.

2. Collection

Wishlist Holdings Limited and its related bodies corporate (**Wishlist**) provide the JB Hi-Fi Gift Card Services including the operation of this Website and fulfilment of your Order as well as associated services to you in an agency capacity acting on behalf of JB Hi-Fi.

In these terms, JB Hi-Fi and Wishlist are together referred to as “we” or “us”.

In order to provide the JB Hi-Fi Gift Card Services / Commercial Sales Services, we will collect your personal business contact and company information (such as your name, business address, business contact details and Order information) when you use the this Website, when you complete an Order, speak to us through a Customer Service Centre, or otherwise deal or communicate with us in relation to your Orders or any other enquiries.

3. Use and disclosure of information

To deliver and manage the JB Hi-Fi Commercial Sales Services, we may disclose your information to specialist service providers contracted to us who assist in delivering the JB Hi-Fi Commercial Sales Services, such as, but not limited to, IT contractors, data analysis specialists, statement, billing or transactional providers, delivery companies, and Customer Service Centres. Such disclosures to business partners will be protected by commercial agreements.

JB Hi-Fi, Wishlist or the parties to whom your information may be disclosed, may use your information for any of the following purposes:

- a) to register, administer and fulfil your Order;
- b) general sales and marketing, including to contact you to provide you with information about our special offers or promotions;
- c) to improve and help us better tailor our product and service offering, including developing new products, services or offers;
- d) to conduct market research and other forms of analysis; and
- e) as otherwise required by law.

If you provide your business email address or work mobile or office telephone number to us, you consent to us using your email address to email you and/or your mobile telephone number to SMS you for any of the purposes listed above.

We may provide statistical information about sales, trading patterns and navigation techniques to reputable third parties. This will comprise data collected about you and other users to form aggregate results. It will not include any information that directly identifies you.

We may engage other persons or organisations (for example, data analysis specialists, statement producers, data mail houses, data processing organisations, marketing researchers, specialist call centres and service providers) to assist us in carrying out the above purposes. Some of these organisations may be located overseas. Your personal information may be disclosed to such persons or organisations for these purposes and, in providing a service, they may contact you directly. In some circumstances, they may disclose personal information they collected from you to JB Hi-Fi for one or more of the purposes already mentioned. We will hold and use all personal information it collects from third parties about you for the purposes described in this notice.

We will not share information collected in relation to the JB Hi-Fi Commercial Sales Services with any other businesses for marketing purposes.

If you do not want to receive marketing information or offers from JB Hi-Fi please call us on 1300 746 752 or email giftcards@jbhifi.com.au.

4. Information Security

JB Hi-Fi will take all reasonable steps to ensure your personal information is protected from unauthorised access, misuse, modification and disclosure while stored or transmitted by us.

5. Logins, Usernames and Passwords

When you register, sign up and login to the JB Hi-Fi Commercial Sales Gift Card Service that is provided at this Website and utilise any service that we may offer on this Website, the information collected is compared with the details we stored when you first registered with us for that service.

When submitting any feedback or questions to JB Hi-Fi Commercial Sales Gift Card Service via email, it is important that you do not include or disclose any details that could be used by others to gain access to your business contact and company information. This includes your login details consisting of your username and password.

Please make sure you store your JB Hi-Fi Commercial Sales Gift Card Service login information (username and password) is kept in a secure location.

6. Third party websites

The JB Hi-Fi website (www.jbhifi.com.au) and this Website may contain links to other websites. Whilst we endeavour to link only to websites that share JB Hi-Fi standards and respect for privacy, we are not responsible for the privacy practices of third parties or the content of other websites where you may provide your personal business contact and company information.

7. Cookies

Cookies are alphanumeric identifiers that a web site can send to your browser, which may then be stored on your hard drive, so you can be recognised when you return.

Cookies are used on this Website to monitor the traffic to the site. They are used to count the number of visitors to each page and to track the path visitors take to navigate this web site. No personal business contact and company information is collected during this process. Our cookies don't send us back any information about your computer or any other information on your hard drive nor are they used to track your internet activity once you leave.

All online services that we offer use cookies as part of the sign in process. They are used to store a session ID that assists us to deliver information to you as part of the relevant service.

8. Changes to Policies and Procedures

JB Hi-Fi Commercial Sales Gift Card Service privacy and security policies and procedures will be reviewed in line with customer requirements and legislative changes over time. If appropriate and required they may be updated.

Any changes to our information collection policies and procedures will be posted on this Website.

9. Need more information?

If you wish to access or update your business contact and company information that is held with JB Hi-Fi in relation to the JB Hi-Fi Commercial Sales Gift Card Service, or if you have any questions about this notice, please contact the JB Hi-Fi Commercial Sales team.

Phone: 1300 746 752

Mail: JB Hi-Fi Commercial, Level 4, Office Tower 2, Chadstone Place

Chadstone Shopping Centre
1341 Dandenong Road, Chadstone
Email: giftcards@jbhifi.com.au

JB Hi-Fi Commercial Gift Cards Website Terms & Conditions

1. Acceptance

These terms and conditions form a legally binding agreement between you and JB Hi-Fi Group Pty Ltd ("JB Hi-Fi", "we" or "us") in relation to your use of this website. You accept these terms and conditions by accessing or using any part of the website after you have first accessed a page providing a link to these website terms and conditions.

If you decline to accept these terms and conditions, you should exit this website immediately.

You acknowledge and accept these terms and conditions (as varied from time to time) each time you or any other person accesses on your behalf, any part of this website, regardless of the means by which the website is accessed, and whether such access is authorised or not.

2. This website, terms and conditions

A reference to "this website" means the commercial gift card sales website accessed at corporatecorporategiftcards.jbhifi.com.au and any part of that website.

A reference to "these terms and conditions" or "these terms" also includes any other conditions or requirements contained within this website.

3. Terms of use for your gift card(s)

These terms and conditions are in addition to the JB Hi-Fi Gift Card Terms and Conditions that apply to the use of the gift card(s) available and purchased through this website.

4. Use of this website

You acknowledge that we may allow access to the services offered on this website to anyone who enters the website and uses your login details consisting of a valid and active username and password. Your login details are our way of identifying a user and providing access to the JB Hi-Fi Commercial Sales Gift Card Service.

You are responsible for the use of this website and service including anyone who uses it in connection with your corporate account and your login details. You indemnify us in respect of all use of this website by you, with your consent or in connection with your gift card ordering, except to the extent that we have expressly authorised that use.

You and your organisation are solely responsible for any loss caused by use of your login details by you or any other person, including any use not approved or contemplated by you.

You will not change, hack into or otherwise interfere with the operation of this website or any information contained within it.

You must notify us immediately by calling the JB Hi-Fi Commercial Sales team on 1300 746 752 if you know of or suspect any unauthorised use of this website and service, including unauthorised access utilising your login details.

5. Withdrawal or suspension of service

Our online services, or your access to them, may be withdrawn or suspended for any reason without notice, including but not limited to the following;

- any interruption to, or fault in, any applicable computer or telecommunications system or service including if a service, website computer or telecommunications system is subjected to any virus, unauthorised access, or similar event;
- for website maintenance or security purposes;
- if you breach any of these terms and conditions or use the service for a purpose not expressly authorised by JB Hi-Fi under these terms and conditions or otherwise in writing;
- if your login consisting of a valid and active username and password is disabled, suspended, cancelled or expires; or
- if JB Hi-Fi no longer wishes to provide the service or maintain this website.

6. Copyright

The website and its contents are subject to copyright. The copyright is owned by JB Hi-Fi or, in the case of some material, third parties.

You may view this site and its contents using your web browser and electronically copy and print hard copies of parts of this site solely for personal, non-commercial use. Any other use, including the reproduction, modification, distribution, republication, display, communication or performance, of the content of this site is strictly prohibited.

7. Trade marks

This website contains registered trade marks and other trade marks that are otherwise protected by law that are owned by JB Hi-Fi or its affiliates. Except as expressly authorised by JB Hi-Fi in writing, the use (excluding copying or printing hard copies of parts of the website for personal, non-commercial use) or misuse of any of these trade marks is strictly prohibited.

The website may also feature other trade marks owned by third parties used by JB Hi-Fi with the consent of those third parties. JB Hi-Fi does not claim any proprietary rights in those trade marks. JB Hi-Fi is not liable for your use or misuse of such trade marks.

8. Viruses and Cookies

JB Hi-Fi cannot guarantee that any file or program available for access, download and/or execution from or via this website is free from viruses or other conditions that could damage or interfere with data, hardware or software with which it might be used. You assume all risk associated with the use of all programs and files on this website and you release JB Hi-Fi entirely from all responsibility and any consequences of its use.

Cookies are small pieces of information that your browser saves and stores on your computer hard drive. A cookie can be used for, amongst other things, authentication and recognition purposes, storing site preferences and remembering shopping cart contents. We use cookies to provide you with website usage information as well as to assist us to improve and develop the products and services we offer. The cookies we use do not store personal data about you.

If you disable cookies on your web browser, you may not be able to fully experience all features of the website.

From time to time, we may use third party advertising companies that may collect personal data from you by placing cookies on your browser when you visit our website. Such data may be used for the purposes of gauging the effectiveness of our advertisements on this and other websites through online advertising networks.

9. Third party websites

This website may contain links to third party websites. JB Hi-Fi is not responsible for the condition, content, advertising, predicts, materials or the accuracy of content, security levels or any other aspect of any third party websites, as they are not under JB Hi-Fi's control. You access those sites and/or use those site's products and services solely at your own risk. JB Hi-Fi will not be responsible for any damages or loss caused by or in connection with the use, reliance and purchase from the third party website. The links are provided solely for your convenience, and do not indicate, expressly or impliedly, any endorsement by JB Hi-Fi of linked third party websites or the products and services provided, advertised or described on those websites. You need to make your own independent decisions regarding your interactions or communications with these websites.

If you wish to link your website to the JB Hi-Fi website you must first obtain JB Hi-Fi Commercial Sales written permission. It is your responsibility to contact us to seek permission.

JB Hi-Fi is not responsible for the privacy practices of sites that are linked to this site via hyperlinks, banner advertising or otherwise. Please take care at all times to check the terms of use for the website you are visiting.

10. Privacy

Our Privacy Notice governs your submission of personal data through the website. These website Terms and Conditions incorporate the terms and conditions of the Privacy Notice. For further information on privacy, please see our Privacy Notice.

11. Communications

When you visit the website and send e-mails to us, you are communicating with us electronically. You agree that we may communicate with you electronically.

We will communicate with you by e-mail or by posting notices on the website. You agree that all agreements, notices and other communications that we provide to you electronically meet any legal requirement that such communications be in writing. In some instances, we may communicate with you via other methods where you have consented to such communication.

12. Comments and feedback

Please note that if you provide any information, suggestions, attachments, ideas, feedback, product reviews or comments ("Comments") on or via the website, such Comments will not be considered confidential. By submitting any Comments, you are granting JB Hi-Fi an irrevocable, perpetual and unrestricted license to use, modify, reproduce, transmit, display and distribute any Comments for any purpose whatsoever, including advertising.

You are solely responsible for the accuracy of the Comments you post on or via the website, and for the consequences of posting those Comments, which you acknowledge and agree are your personal views or opinions.

JB Hi-Fi does not endorse, verify, encourage or agree with any Comments posted on this website. Comments must not violate any right of any third party, including copyright, trade mark, privacy or other personal or proprietary right. Comments must also not contain slanderous or otherwise unlawful, abusive or obscene material.

JB Hi-Fi has the right but not the duty to monitor and edit or remove any Comments posted by users of the website.

13. Security

We have put in place measures to safeguard and secure your personal data from unauthorised access, misuse, modification and disclosure while stored or transmitted by JB Hi-Fi.

When you provide us with your personal data (including your name, address, and credit card number) through the ordering process, we protect your personal data in transit by a Secure Socket Layer (SSL), which fully encrypts your personal data from being read by anyone over the internet. SSL encryption works by forming a matched pair with the transmission from your computer transmission and our server, so that only data to and from these sources is valid. To ensure that you are accessing our secure server before you submit your personal data, please refer to the lower corner of your browser for an unbroken key or a closed lock (depending upon your browser), which indicates that SSL is active.

14. Disclaimer

You agree that your access to, and use of, this website is subject to these terms and conditions and all applicable laws and is at your own risk. You acknowledge that this website and its contents are provided on an "as is" basis. This website may contain errors, faults and inaccuracies and may not be complete and current. JB Hi-Fi therefore reserves the right to correct any errors, faults or inaccuracies (including after an order has been submitted) and to change or update information at any time without prior notice.

JB Hi-Fi makes no representations or warranties of any kind, express or implied, concerning the operation of this website, or any information, content, materials or products included on this site or related to this site, except as otherwise required under applicable laws. Further, JB Hi-Fi does not make any representations or warranties that the website will be uninterrupted or error-free, nor does it make any representations or warranties as to the results of any search conducted on the website.

15. Limited Liability

Except to the extent required by law, neither JB Hi-Fi nor its affiliates, directors, officers, employees, agents, successors, assignees, service providers, or other contractors will be liable for any losses, damages, liabilities, claims or expenses (including legal costs) whatsoever (including negligence), arising out of, or in any way related to, the use of this website or any website linked to it. This limitation applies to all direct, indirect, consequential, special, punitive or other losses, damages, liabilities, claims or expenses you or others may suffer, including for loss of profits, business interruption or loss or corruption of data or information.

JB Hi-Fi's liability for a breach of a condition or warranty which is implied by law and cannot be excluded is limited, to the maximum extent possible, to one of the following at JB Hi-Fi's option:

- the supply of the goods or services again; or
- the payment of the cost of having the services supplied again.

16. Applicable law

This website is provided for use by registered Australian businesses and their authorised officers only. Your use of this website is governed by and enforced in accordance with the laws of the state of Victoria, Australia. Disputes arising from your use of this website are exclusively subject to the jurisdiction of the courts of Victoria, Australia.

This website may be accessed throughout Australia and overseas. Without limiting the above disclaimer, JB Hi-Fi makes no representations that the content of this website complies with the laws (including intellectual property laws) of any country outside Australia. If you access this site from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the site.

17. Variations to terms and conditions

These are the current website terms and conditions.

JB Hi-Fi reserves the right to make amendments and variations to these terms and conditions, any policies and the content of the Website at any time without notice to you. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be severable and operable to the extent permitted under the law, and shall not affect the validity and enforceability of any remaining conditions. Where a change may result in an unfair burden being placed on existing users of the website or services, we will provide a period of notice that we consider appropriate and reasonable related to that change.

You should visit the Website Terms from time to time to review the then current terms governing your use of the Website.

18. Need more information?

For more information please contact the JB Hi-Fi Commercial Sales Team on:

Phone: 1300 746 752

Mail: Level 4, Office Tower 2, Chadstone Place, Chadstone Shopping Centre
1341 Dandenong Road, Chadstone VIC 3148

Email: giftcards@jbhifi.com.au