

JB HI-FI SOLUTIONS 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.

YOUR REGISTRATION ON OUR WEBSITE, REQUEST FOR QUOTATION, PLACEMENT OR ACCEPTANCE OF AN ORDER OR PURCHASE OF GIFT CARDS CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE AND JB HI-FI'S PRIVACY POLICY (SEE CLAUSE 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 Solutions Services Team on 1300 746 752 or visit the website corporategiftcards.jbhifi.com.au

1. Definitions

The following definitions 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.

“**Delivery Email**” in relation to an Order for Digital Gift Cards, means the email sent to the Delivery Email Address in accordance with clause 7.a.

“**Delivery Email Address**” means the email address specified in your Order as the email address to which Digital Gift Cards are to be emailed to.

“**Digital Gift Card**” means a Gift Card in the form of a printable, electronic file.

“**Gift Card**” means a JB Hi-Fi gift card.

“**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 JB Hi-Fi via the JB Hi-Fi Solutions Sales Gift Card Services.

“**Physical Gift Card**” means a Gift Card in the form of printed, plastic card.

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

“**Quotation**” means a quotation issued by JB Hi-Fi.

“**You**” means the purchaser of any Gift Cards from JB Hi-Fi and who places an Order.

2. Your rights under the law

Any Gift Cards ordered by you using JB Hi-Fi Solutions Sales Gift Card Services may be subject to certain laws including, without limitation, the Australian Consumer Law. The Australian Consumer Law provides you with certain rights that cannot be excluded. Nothing in these Terms and Conditions shall be read or applied so as to exclude, restrict or modify, or have the effect of excluding, restricting or modifying any condition, warranty, guarantee or right or remedy implied by law (including the Australian Consumer Law) which cannot by law be excluded restricted or modified.

3. Company Registration

- a. You must first register your business with the JB Hi-Fi Solutions Sales Gift Card Services prior to placing an Order.
- b. To register, complete the registration process at corporategiftcards.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 Solutions 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 Solutions Sales Team at giftcards@jbhifi.com.au or 1300 746 752.

4. 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 Solutions Sales Gift Card Service customer, login to the JB Hi-Fi Solutions Sales Gift Card Service at corporategiftcards.jbhifi.com.au complete and submit an Order. You can also place an Order by contacting JB Hi-Fi Solutions Sales on 1300 746 752 or e-mailing your request to giftcards@jbhifi.com.au.
- b. JB Hi-Fi is not obliged to accept your Order and we may accept or reject your Order for any reason.
- c. The contract with JB Hi-Fi for the sale and purchase of Gift Cards specified in your Order only becomes binding on JB Hi-Fi once JB Hi-Fi has accepted your Order and receipt by JB Hi-Fi of your payment for the Gift Cards in full has been confirmed. You will receive an order statement confirming acceptance of your Order by JB Hi-Fi.
- d. You will receive a tax invoice(s) from JB Hi-Fi once your Order has been accepted. 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 Solutions Sales before 10.00pm AEST. Orders received after this time will be deemed received the next Business Day. If an Order is received after 10.00pm AEST on a Business Day immediately preceding a public holiday or weekend, the Order will be processed the next Business Day after the public holiday or weekend.
- f. JB Hi-Fi will use its reasonable endeavours to ensure that any Orders placed by you:
 - i) for Physical Gift Cards, are fulfilled within 3-6 Business Days after the date on which payment in full for the relevant Order is received from you; or
 - ii) for Digital Gift Cards, are fulfilled within 24 hours after payment in full for the relevant Order is received from you.

However, JB Hi-Fi is not liable for any loss or damage suffered by you caused by any delay in the fulfilment of an Order or the delivery of Gift Cards to you.

5. 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 in cleared funds before the Gift Cards will be dispatched.

6. Delivery – Physical Gift Cards

- a. Orders for Physical Gift Cards will be fulfilled by the Physical Gift Cards being delivered to the Delivery Address.
- b. Physical Gift Cards are only available for delivery in Australia and will not be delivered to a PO Box Address or Locked Bag.
- c. An adult must be available to sign for Physical Gift Cards on delivery. Anyone at the Delivery Address who receives the Physical Gift Cards shall be presumed to be authorised to receive the Physical Gift Cards on your behalf. If no one of the appropriate age is at the Delivery Address to receive the Physical Gift Cards (or the person is unable or unwilling to provide appropriate proof of age), the Physical Gift Cards will not be delivered and you may incur additional delivery fees.
- d. Acceptance by you of the Physical Gift Cards shall be evidence that the Order was delivered in full and in good condition, unless you notify us within 24 hours of the time of delivery that there is an error or discrepancy in the delivery docket.
- e. Risk and title in Physical Gift Cards pass to you upon delivery of the Physical Gift Cards to your nominated Delivery Address

7. Delivery – Digital Gift Cards

- a. Orders for Digital Gift Cards will be fulfilled by an email being sent to the Delivery Email Address which contains a hyperlink to the Digital Gift Cards.
- b. It is your responsibility to ensure that the Delivery Email Address:
 - i) is correctly spelt in the Order;
 - ii) has sufficient free storage capacity to receive incoming emails; and
 - iii) is secure from unauthorised access.

8. Delivery Charges

- a. The delivery fees (if any) will be specified in the Order. The delivery fee is \$9.95 per Delivery Address specified in an Order for Physical Gift Cards. Delivery fees quoted are GST inclusive. No delivery fees apply to Orders for Digital Gift Cards.
- b. It is your responsibility to give us prior notice of any unusual delivery circumstances.

9. Order Activation for Physical Gift Cards

- a. Orders for Physical Gift Cards must be activated prior to the Physical Gift Cards being ready for use
- b. It is the responsibility of you and the nominated delivery recipient to ensure that an Order for Physical Gift Cards is activated.
- c. Orders for Physical Gift Cards 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 for each Order for Physical Gift Cards. It is your responsibility to provide a nominated delivery recipient for the Bulk Activation Code.
- e. It is the responsibility of the person who places the Order for Physical Gift Cards and the nominated delivery recipient to keep the Bulk Activation Code confidential. The Bulk Activation Code must not be revealed to any unauthorised person.
- f. Please check any Order you place for Physical Gift Cards 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 Solutions Sales immediately on 1300 746 752.

10. Gift Cards

- a. JB Hi-Fi's Gift Card Terms and Conditions apply to the use of any Gift Cards that are purchased by you. These are available at corporategiftcards.jbhifi.com.au You must check your Gift Card Order upon receipt of delivery of the Physical Gift Cards or the Delivery

Email (as the case may be). If you find a discrepancy, do not distribute any Gift Cards or activate the Order and contact the JB Hi-Fi Solutions Sales team immediately on 1300 746 752.

11. Discounts and GST on Gift Card price

- a. JB Hi-Fi may, in its absolute discretion, from time to time, 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. Any discount offered by JB Hi-Fi will only be valid for purchases of Gift Cards made through JB Hi-Fi Solutions Sales using your login at corporategiftcards.jbhifi.com.au or by contacting JB Hi-Fi Solutions Sales on 1300 746 752.
- c. JB Hi-Fi reserves the right to withdraw or decrease any such discount at any time.
- d. GST does not apply to the sale of a Gift Card, (i.e. the face value/loaded amount of a Gift Card). However, GST will apply to any delivery fees for Physical Gift Cards (see clause 8.a above).

12. Cancellations

- a. You may cancel an Order by providing written notice to JB Hi-Fi prior to payment being cleared, at no additional cost.
- b. You may not cancel part of an Order.
- c. JB Hi-Fi reserves the right to cancel an Order for any reason, including if :
 - i) the Order is not paid for in full within 30 days of the Order date;
 - ii) in the case of an Order for Physical Gift Cards, the Order is not accepted at the nominated Delivery Address within 30 days of the despatch date;
 - iii) in the case of an Order for Digital Gift Cards, an undeliverable or similar message is received from the Delivery Email Address when the Delivery Email is sent; or
 - iv) it is 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 the subject of that Order can no longer be used and should be destroyed.

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

13. Privacy and Security

- a. JB Hi-Fi's Privacy Policy explains how JB Hi-Fi handles the personal information that JB Hi-Fi may collect from you. You can view this Privacy Policy at corporategiftcards.jbhifi.com.au
- b. It is important that you read and understand the Privacy Policy. By using the JB Hi-Fi Solutions Sales Gift Card Services, you agree to the collection, use and disclosure of your personal information by JB Hi-Fi in accordance with the Privacy Policy.

14. Warranties to JB Hi-Fi

- a. By submitting an Order you are deemed to have read these Terms and Conditions in their entirety and understand and agree to be bound by these Terms and Conditions in respect of each Order.
- b. You acknowledge that JB Hi-Fi is 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 to JB Hi-Fi that you and they have the authority and power to enter into this agreement and that the trust assets are sufficient to satisfy any liability to JB Hi-Fi.
- d. You warrant and represent to JB Hi-Fi 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; and
 - iv) no proceedings for bankruptcy or administration have been filed or threatened and no administrator has been appointed.
- e. You indemnify and hold JB Hi-Fi harmless for any loss, liability, claim, fine, penalty, order or judgement that JB Hi-Fi 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.

15. Use of JB Hi-Fi Intellectual Property

- a. You must obtain JB Hi-Fi's prior written approval on each occasion you propose to use any or all of JB Hi-Fi's intellectual property by submitting a marketing approval brief form which may be requested by emailing giftcards@jbhifi.com.au. Submission of a marketing approval brief to JB Hi-Fi does not guarantee automatic approval to use trade marks, images or references in any promotion
- b. If JB Hi-Fi approves your use of JB Hi-Fi's intellectual property, you must comply with all instructions JB Hi-Fi may give to you from time to time in relation to the use of JB Hi-Fi's intellectual property. Without limiting the foregoing, any terms and conditions for any program or promotion that you are operating which may incorporate Gift Cards must contain a statement that "JB Hi-Fi is not the promoter" of the program or promotion or an equivalent statement, and clearly state that the program or promotion 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 upon request by JB Hi-Fi, notwithstanding that JB Hi-Fi may previously have provided its consent to such use.
- d. Neither you nor your related bodies corporate or associates will 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.

16. Limitation of liability

- a. Except to the extent otherwise required by law, any Gift Cards are supplied to you on an "as is" basis and all express or implied representations, conditions, warranties, guarantees or other provisions that are not expressly contained in these Terms and Conditions are excluded.
- b. To the extent permitted by law:
 - i) JB Hi-Fi will not be liable to you for any loss of data, loss of profits or revenue, loss of business opportunity, loss of reputation, loss of goodwill or failure to recognise anticipated savings suffered by you, as a result of or in connection with any Order, any Gift Cards or your use of JB Hi-Fi Solutions Sales Gift Card Services; and
 - ii) JB Hi-Fi's maximum liability to you in relation to an Order or any Gift Cards the subject of an Order is equal to the Purchase Price of that Order.

17. 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 subject to the exclusive jurisdiction of the courts of Victoria, Australia (including the Federal Court of Australia, Victoria Registry).

18. General

- a. JB Hi-Fi reserves 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 under these Terms and Conditions. If you undergo a change in control or ownership, we reserve the right to cancel any outstanding Orders and refuse any subsequent Orders.
- c. JB Hi-Fi may assign its rights under these Terms and Conditions.
- d. JB Hi-Fi reserves the right to amend these Terms and Conditions from time to time. Where JB Hi-Fi reasonably believes that an amendment to these Terms and Conditions will not adversely affect you, that amendment will take effect immediately or at such other time as JB Hi-Fi specifies. Where JB Hi-Fi reasonably believes that changes may adversely affect you, it will provide you with reasonable advance notice of such changes. By using the JB Hi-Fi Solutions Sales Gift Card Services to place an Order following notice of such an amendment, you will be deemed to have agreed to that amendment.
- e. If any provision of these Terms and Conditions is deemed invalid, void, or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any other provision of these Terms and Conditions.
- f. 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, together with any agreement which is expressed to be supplemental to these Terms and Conditions, constitute the entire agreement between you and JB Hi-Fi in relation to any Orders and the supply of Gift Cards to you.