

# Gift Certificate Terms and Conditions

(as at 23 August 2022)

#### **1. GENERAL**

Gold Coast Motorcycle Rental (ABN 48695405426) ("we", "us", "our") is committed to providing quality products and services to you ("the customer", "you", "your", "yourself", "the rider"), and these terms and conditions (the "Terms and Conditions") govern the use of all Gift Certificates issued by our website <u>www.goldcoastmotorcyclerental.au</u> (the "site"). The site is an ecommerce website owned and operated by Gold Coast Motorcycle Rental.

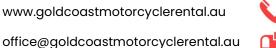
By using the site to purchase and/or redeem a Gift Certificate, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

## **2. PURCHASE**

Purchase of Gift Certificates is completed exclusively through our website (www.goldcoastmotorcyclerental.au). To achieve this, you must first register an account on our website, and accurately provide all details requested via the application form.



www.goldcoastmotorcyclerental.au



0408 49 49 75

PO Box 134, Southport BC, QLD 4215

Use of our website is strictly as per the Website Terms and Conditions.

The purchase of Gift Certificates requires the logged in user to complete all required fields on the Gift Certificate form, and payment is required in full for a Gift Certificate to be valid (deposits do not apply).

Once purchase is completed, an electronic copy of the Gift Certificate (in PDF format) will be automatically emailed to the recipient, using the email address you entered when completing the form. A copy will also be sent to the email address associated with your logged in user account for your records. As such, care must be taken when entering the recipient's email address.

# **3. REDEMPTION**

Redemption of Gift Certificates is completed exclusively through our website (www.goldcoastmotorcyclerental.au), and can only be redeemed by the intended recipient listed on the Gift Certificate. Gift Certificates are redeemed by entering the Gift Certificate number into the "Coupons" fields at checkout, and as such the recipient must also first register an account on our website, and accurately provide all details requested via the application form.

# 4. TERMS OF USE

 All Gift Certificates are valid for three years from date of purchase, and the expiry date is clearly marked on the Gift Certificate. Expired Gift Certificates cannot be redeemed.

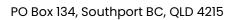


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- 2. Gift Certificates can only be applied toward the purchase of eligible products listed on our website, and cannot be used to purchase other Gift Certificates.
- 3. If a purchase exceeds the Gift Certificate amount, the remaining amount due must be paid via one of the other payment methods available on our website.
- 4. Any balance remaining on a Gift Certificate following a purchase will remain in the recipient's account, and can be used on subsequent purchases until the value remaining is nil. Remaining balances cannot be transferred to another account.
- 5. Gift Certificates may only be applied against new bookings, and cannot be used against existing bookings.
- 6. Certificates are not refundable and cannot be resold, transferred or redeemed for cash.

## 5. RISK

Gift Certificates must be treated like cash. Gold Coast Motorcycle Rental is not liable for any loss, theft, or non-approved redemption of any Gift Certificate once it has been emailed to the recipient.

#### 6. FRAUD

Gold Coast Motorcycle Rental reserves the right to refuse to issue or honour a Gift Certificate, and suspend or terminate your account in the event of suspected fraud.

Gold Coast Motorcycle Rental may, without affecting any other rights, notify the Police or any other relevant authority, and take such action or



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proceedings as considered necessary for recovery of the value of the Gift Certificate.

## 7. LIMITATION OF LIABILITY

Gold Coast Motorcycle Rental and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees resulting from your use of any Gift Certificate. In the event that a Gift Certificate cannot be redeemed, your sole remedy, and our sole liability, will be the replacement of the Gift Certificate.

## 8. GOVERNING LAW

These terms and conditions and the rental agreement will be construed in accordance with and governed by the laws of the state of Queensland (Australia), and you agree to submit to the exclusive jurisdiction of the Queensland (Australia) courts for the purpose of litigating any and all disputes.

## 9. SEVERABILITY

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.



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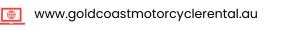
## **10. CHANGES**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our business. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

## **11.CONTACT**

If you have any queries, concerns or complaints about our Gift Certificate Terms and Conditions please contact us via contact form available on our website.





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