

## Gift Voucher Terms of Use

### Product Issuer:

Weeping Elm Wines Pty Ltd ACN 139 148 940  
555 Old Moorooduc Road  
Tuerong VIC 3915

### 1. These Terms

- 1.1 You agree to these Terms when you purchase, activate, redeem, enquire or attempt to use a Gift Voucher.
- 1.2 The Issuer may amend these Terms at any time without notice.
- 1.3 These Terms are governed by and construed in accordance with the laws and Courts of Victoria.
- 1.4 Where you purchase these Gift Vouchers as a personal or business gift, or for other business uses approved by the Issuer, you must ensure that the end gift Voucher holder is made aware of these Terms, including the expiry date.

### 2. Purchase of Gift Voucher

- 2.1 The Issuer issues physical gift Vouchers (Physical Gift Vouchers) and electronic gift Vouchers (eGift Vouchers) (eGift Vouchers).
- 2.2 Physical Gift Vouchers may be purchased from the Issuer at the cellar door or eGift Cares may be purchased online through Dromana Estate Market Place ([www.dromanaestatemarketplace.com.au](http://www.dromanaestatemarketplace.com.au)).
- 2.4 Enquiries relating to corporate orders, should contact the Issuer's corporate Gift Voucher Office on (03) 5974 4400.

### 3. Redemption of Gift Voucher

- 3.1 A Gift Voucher has no value unless activated in the Issuer's gift Voucher system (System) and payment has been made. This will occur when fully payment is made at the cellar door or through online fund transfer.
- 3.2 A Gift Voucher may be redeemed for goods and services provided by Dromana Estate Winery.
- 3.4 On presentation of a Gift Voucher to an authorised staff from Dromana Estate Winery. the Issuer procures the authorised staff to provide credit up to the balance of the Gift Voucher as identified in the System, against the purchase price of any goods and services provided by Dromana Estate Winery. due to the Franchisee. If the purchase price exceeds the balance of the Gift Voucher, the gift Voucher holder must pay the difference using another payment method. No change will be given and any balance on the Gift Voucher will not be used in whole or in part against future purchases.

### 4. Expiry Date

- 4.1 A Gift Voucher expires 36 months from date of issue.



- 4.2 Any balance remaining on a Gift Voucher after the expiry date will not be able to be redeemed by the Gift Voucher holder.
- 4.3 A Gift Voucher cannot be re-activated at any time.

## **5. Exclusions**

- 5.1 A Gift Voucher presented in altered, fraudulent or defaced form will not be able to be redeemed by the Gift Voucher holder.
- 5.2 A person may be asked to verify, to the reasonable satisfaction of the Franchisee, that they are authorised to redeem a Gift Voucher on behalf of the original purchaser or the person named in the System.
- 5.3 A Gift Voucher cannot be redeemed by email, phone or fax, to pay a store credit account, to pay an interest free deposit or a repayment, or to purchase goods or services that a Franchisee is not permitted to supply to a person by law.
- 5.4 A Gift Voucher cannot be redeemed for goods and services from Harvey Norman® stores operating outside Australia.
- 5.5 A Gift Voucher cannot be reloaded, used for cash advances or redeemed for cash.
- 5.6 A Gift Voucher cannot be used to purchase other Gift Vouchers.
- 5.7 A Gift Voucher cannot be exchanged for a different brand, denomination or type of Gift Voucher.
- 5.8 A Gift Voucher at all times, remains the property of the Issuer, and must not be resold or re-valued by a person, without the express written consent of the Issuer.

## **7. Lost and Stolen Gift Vouchers**

- 7.1 A Gift Voucher will not be reissued, refunded or honoured if lost or stolen.
- 7.2 Gift Voucher holders are responsible for the use and safety of their Gift Voucher at all times.

## **8. Promotion Activities**

- 8.1 The Issuer does not permit the use of Gift Vouchers in connection with any marketing, promotion or advertising activities without prior written consent of the Issuer.
- 8.2 Gift Vouchers may not be used in a manner that implies that a person, business, product or service is endorsed or sponsored by or affiliated with Issuer.

## **9. Privacy**

- 9.1 A Gift Voucher holder may be required to provide proof of identity.
- 9.2 Personal information may be collected by the Issuer at the time of purchase or redemption of a Gift Voucher. The Privacy Act 1988 (Cth) imposes obligations on the Issuer in relation to the collection, security, quality, access, use and disclosure of personal information. These obligations are detailed in the Australia Privacy Principles (APPS).

## **10. Enquiries and Complaints**

- 10.1 Where a person has a complaint or enquiry about Gift Vouchers, they should contact the Issuer at (03) 5974 4400 or [cellardoor@dromanaestate.com.au](mailto:cellardoor@dromanaestate.com.au).

