

# San Churro Corporate Customer Gift Card Ordering Terms and Conditions

These Terms and Conditions of Use apply to all Gift Card Orders made by corporate customers with Venga Pty Ltd trading as Chocolateria San Churro (**San Churro**).

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 12).

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 San Churro Corporate Services Team on 1300 554 268 or visit the website [SanChurro.com.au/corporategiftcards](http://SanChurro.com.au/corporategiftcards).

## 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 San Churro 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.

“**San Churro**” means Venga Pty Ltd trading as Chocolateria San Churro ABN 48 111 298 830 of Suite 1, 1<sup>st</sup> Floor, 281 Brunswick Street, Fitzroy VIC 3065.

“**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 San Churro 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 Corporate Customer channels.

## 2. Company Registration

- a. You must first register your business with the San Churro Corporate Sales Gift Card Services prior to placing an Order.
- b. To register, complete the registration process at [www.corporategiftcards.sanchurro.com.au](http://www.corporategiftcards.sanchurro.com.au)
- c. San Churro 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 San Churro Corporate 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 San Churro Corporate Sales Team at [giftcards@sanchurro.com](mailto:giftcards@sanchurro.com) or 1300 554 268.

## 3. Ordering

- a. Placement of an Order with San Churro 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 San Churro Corporate Sales Gift Card Service customer, login to the service at [www.corporategiftcards.sanchurro.com.au](http://www.corporategiftcards.sanchurro.com.au) complete and submit a Gift Card Order.
- b. San Churro is not obligated to accept your Order and we may accept or reject your Order for any reason.
- c. The contract with San Churro for the ordering and purchase of Gift Cards specified in your Order only becomes binding on San Churro 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 San Churro.
- d. You will receive a tax invoice(s) from San Churro as determined by the composition of your Gift Card Order. Receipt by San Churro 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 San Churro Corporate Sales before 4.00pm AEST. Orders received after this time will be deemed received the next business day. In the instance of an order being received after 4.00pm 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 San Churro. For Order fulfilment and delivery timeframes please refer to the relevant terms and conditions at [www.corporategiftcards.sanchurro.com.au](http://www.corporategiftcards.sanchurro.com.au)

## 4. Payment

- a. You may pay the Purchase Price by using your MasterCard or Visa Card.

- b. You must make cheques payable to San Churro Pty Ltd. Payment will be considered to have been made when the cheque clears in our bank account, which will be a minimum of 5 Business Days.
- c. 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 \$14.95 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. If we have been unable to deliver the Gift Cards due to changes in delivery instructions or circumstances not notified to us at the time of placing the Order you may incur an additional delivery fees.

#### **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 San Churro Corporate Sales immediately on 1300 554 268.

#### **8. Gift Cards**

- a. San Churro'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 [www.corporategiftcards.sanchurro.com.au](http://www.corporategiftcards.sanchurro.com.au)
- b. You may use Gift Cards purchased through the San Churro Corporate Sales Gift Card Service only for the following purposes:
  - i) Reward and recognition program(s);
  - ii) Loyalty and customer programs;
  - iii) Consumer and trade promotions;
  - iv) Incentive programs;
  - v) Programs operated by you and your organisation as a third party service provider for business, marketing and program services on behalf of corporations and businesses in Australia;
  - vi) Charity and fundraising programs;
  - vii) Prizes and Gifts; and
  - viii) Emergency and social relief.
- c. You must seek our written approval for any use of the Gift Cards purchased through the San Churro Corporate Sales Gift Card Service which does not comply with these terms and conditions.
- d. Unless expressly agreed in writing, you must not sell or re-sell Gift Cards purchased through the San Churro Corporate Sales Gift Card Service; this includes, but is not limited to, resale or on-selling to staff, team members or third parties.
- e. 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 San Churro Corporate Sales team immediately on 1300 554 268.

#### **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 San Churro Corporate Sales team will only be valid for purchases of Gift Cards made through San Churro Corporate Sales using your login at [www.corporategiftcards.sanchurro.com.au](http://www.corporategiftcards.sanchurro.com.au) or contacting San Churro Corporate Sales on 1300 554 268.
- c. San Churro 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 San Churro:
  - i) prior to payment being cleared, at no additional cost, or
  - ii) prior to activation of the Order, in which case cancellation charges may apply.

- b. You may not cancel part of an Order.
  - c. San Churro 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 San Churro 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 San Churro Corporate Sales on 1300 554 268 or [giftcards@sanchurro.com](mailto:giftcards@sanchurro.com)

#### **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 San Churro 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 [www.corporategiftcards.sanchurro.com.au](http://www.corporategiftcards.sanchurro.com.au), please call 1300 554 268 for a copy.
- b. A copy of the San Churro Pty Ltd Privacy Policy is available at [www.SanChurro.com.au](http://www.SanChurro.com.au)
- c. It is important that you read and understand both the Privacy and Security Notice and the Privacy Policy.

#### **13. Warranties to San Churro**

- 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 San Churro Intellectual Property**

- a. You must obtain our prior written approval on each occasion you propose to use any or all of San Churro's Intellectual Property by using a Marketing Approval Brief Form which may be obtained from [marketing@sanchurro.com](mailto:marketing@sanchurro.com). Submission of a marketing approval brief to San Churro Corporate Sales does not guarantee automatic approval to use trade marks, images or references in any promotion
- b. If we approve your use of San Churro's Intellectual Property, you must clearly state that in the program or promotion that you are operating which may incorporate Gift Cards that "San Churro 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 San Churro.
- c. You agree to withdraw or amend any material that uses or incorporates San Churro'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 San Churro'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 San Churro's Intellectual Property.
- e. San Churro 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 San Churro Corporate 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, San Churro's Privacy Policy, the Website Terms of Use and San Churro's Gift Cards Terms and Conditions constitute the whole of the agreement between the parties in relation to any Orders.

**18. Need more information?**

For more information please contact the San Churro Corporate Sales Team on:

Phone: 1300 554 268

Mail: Suite 1, 1<sup>st</sup> Floor, 281 Brunswick Street, Fitzroy VIC 3065

Email: [giftcards@sanchurro.com](mailto:giftcards@sanchurro.com)