

Terms and Conditions for EOFY Gift Voucher Offer

Offer Period: The EOFY gift voucher promotion is valid from Thursday, 27th June 2024, to Friday, 12th July 2024.

Eligibility: To qualify for the offer, customers must purchase a \$100 gift voucher within the offer period.

Reward: For every \$100 gift voucher purchased, customers will receive one (1) \$20 digital gift voucher for free. The \$20 voucher will be emailed separately up to seven (7) business days following purchase.

Limitations:

- A maximum of one (1) \$20 digital gift voucher can be redeemed per \$100 gift voucher purchase.
- Multiple \$100 gift voucher purchases can be made, but the \$20 digital gift voucher offer is limited to one per transaction.
- Blackout dates: 1st November - 31st December.
- Not redeemable as credit towards venue-hosted ticketed and special events, nor towards the balance or deposit of any group booking, private function, or event.

Redemption:

- Digital gift vouchers cannot be redeemed for cash.
- Digital gift vouchers cannot be used to purchase other gift vouchers.
- Digital gift vouchers cannot be combined with any other promotional offers or discounts.

Expiry: The \$20 digital gift voucher is valid for use up to 36 months from the date of purchase. Once the gift voucher has expired, it cannot be reactivated, and any unspent money will be forfeited.

Non-Transferable: The \$20 digital gift voucher is non-transferable and can only be used by the recipient to whom it was issued.

Changes and Cancellation: The promoter reserves the right to change, suspend, or cancel the promotion at any time without notice. GG reserves the right to change the offer at any time.

Additional Terms:

- All standard terms and conditions for gift vouchers apply.
- A 3% transaction fee applies for all digital vouchers.
- The \$20 digital gift voucher reward will be emailed separately and may take up to 7-business days.
- By participating in this promotion, you agree to abide by these terms and conditions.

Full Terms & Conditions

These terms and conditions apply to the purchase and provision of gift cards in digital or physical form, for use at participating Ghanem Group venues being Donna Chang, Boom Boom Room, Blackbird Bar, Restaurant & Events, Iris Rooftop, Bisou Bisou, Byblos Brisbane, Byblos Melbourne and Le Bon Ton (Gift Cards). Gift Vouchers are issued by Ghanem Group Nominees Pty Ltd ABN 59 036 878 957, of Unit 2, 13 Manilla Street East Brisbane, QLD 4169 (GG) (referred to as “Ghanem Groups”, “we”, “us” or “our”). By placing an order for purchase of a Gift Voucher, you agree to be bound by these terms and conditions. If you do not accept these terms and conditions, you should not order a Gift Voucher. We reserve the right to alter these terms and conditions from time to time. The amendments will take effect immediately upon publication on the pages of the international website of Ghanem Group currently at www.ghanemgroup.com.au/ (Website) and it is your responsibility to check this page periodically for changes. If you place an order for the purchase of a Gift Voucher after the publication of such amendments, this will constitute an agreement by you to be bound by the amended terms and conditions.

USE OF GIFT VOUCHERS:

- Gift Vouchers require 48 hours to activate and become redeemable at any venue.
- Gift Vouchers are not refundable or redeemable for cash and cannot be used to obtain a cash advance.
- Gift Vouchers are valid for 36 months from the date of purchase. Once the Gift Voucher has expired it cannot be reactivated and any unspent money will be forfeited.
- When a Gift Voucher is purchased, the purchaser is not required to use the entire available balance on the Gift Voucher in one transaction. However, if the available balance on the Gift Voucher is not entirely expended, we will not provide change or a refund. The remaining balance may be used in conjunction with future purchases until the Gift Voucher expires or the balance reaches nil.
- Gift Vouchers may only be used to make purchases up to the remaining value contained on the Gift Voucher. If you wish to make a purchase for an amount that exceeds the remaining value, you must pay the excess using another payment method.
- Gift Vouchers cannot be used to purchase additional Gift Vouchers.
- Gift Vouchers cannot be used for any unlawful purpose.

GIFT VOUCHERS:

- Gift Vouchers can be purchased in digital or physical form by using the online store on the Website.
- The commencement date for a Gift Voucher will be the date on which we provide confirmation that the order has been submitted and payment has been accepted.
- When a Gift Voucher is purchased, the minimum value permitted is \$50 and the maximum amount is \$1,000.
- Digital Gift Vouchers will be delivered to the email address nominated at the time of purchase. We will endeavour to electronically deliver the digital Gift Voucher within twelve (12) hours from the time of purchase. Physical Gift Vouchers will be delivered in Australia using Australia Post Express. We will endeavour to dispatch physical Gift Vouchers within three (3) business days from the day of purchase. No gift voucher collection or postage can occur on weekends. Gift Voucher pick-up hours are 9am - 4pm Monday - Friday, from Unit 2, 13 Manilla Street, East Brisbane QLD 4169 (not available on public holidays). Vouchers ordered before Midday, Monday - Friday will be posted the same day. Delivery costs will be charged in addition to the value of the

Gift Voucher. While we will do everything that we reasonably can do to ensure physical Gift Vouchers are delivered in a timely manner, we will not be liable for any loss or damage incurred by any person as a result of delay caused by Australia Post or any other carrier that we have no control over or by any event which is out of our reasonable control or foresight including but not limited to any delay caused by an incorrect delivery address being provided to us. Title in a Gift Voucher does not pass to you until payment has been received. Risk of loss or damage to a Gift Voucher passes to you upon dispatch.

PROMOTIONS AND DISCOUNTS:

- Gift Vouchers may not be used in conjunction with any in-venue promotion, discount or offer made by us, except where a promotion is specifically applicable to Gift Vouchers. For example, purchase a \$100 voucher by 12th July 2024 to receive a \$20 digital voucher for use at any Ghanem Group venue.

CREDIT CARD PAYMENTS:

- Payment for Gift Vouchers (both physical and digital) may be made by cash, Visa, MasterCard, Diners Club or American Express. For purchases made using the online gift card store on the Website, we will process your payment via a payment gateway, which will display the total amount paid for the Gift Voucher on a final screen prior to payment. By clicking 'Pay Now' you authorise us to debit the total amount from your nominated credit card. We will not be required to fulfil any order where a nominated payment card is declined by a financial institution. If this occurs, you acknowledge that we may contact you (by using the contact details provided with your order) to make alternative payment and delivery arrangements.

CANCELLATION OF GIFT VOUCHERS:

- Once you have placed an order for a Gift Voucher and your payment has been accepted, we will not be able to cancel the order if requested by you. In addition, we reserve the right to cancel any order for a Gift Voucher at any time, without notice, for any reason. This may include where we decline to accept payment from you by credit card for any reason. If we decline to accept payment, we will not process your order and may not contact you to inform you that your order will not be processed. In the event of suspected or proven fraud and/or improper use of the Gift Voucher, we reserve the right to suspend, pending investigation, or cancel any Gift Voucher without notice. We reserve the right to cancel the Gift Voucher scheme for any reason at any time and without notice. In these circumstances, any cards issued prior to the cancellation or revocation will be valid until their expiry date has elapsed or may be refunded at our sole and absolute discretion.

FAULTY GIFT VOUCHERS:

- We will not re-issue a Gift Voucher that is claimed to be faulty or damaged unless the Gift Voucher is proven to be faulty or damaged as a result of the production process or otherwise due to the fault of Ghanem Group its agents or contractors.

DISCLAIMER:

- You are responsible for the use and safety of your Gift Voucher. You are liable for all transactions on your Gift Voucher, except to the extent to which there has been proven fraud or negligence by

us or by any of our employees. We will not replace or refund lost or stolen Gift Vouchers. We accept no responsibility for any loss or damage, whether direct or indirect and however caused (including through negligence) that you may suffer in connection with any Gift Vouchers that are on sold through any online auction sites. In addition, we are not liable for any losses suffered or incurred due to delay in delivery or for any lost or misdirected Gift Vouchers, including any Gift Vouchers lost or misdirected in the mail. To the maximum extent permitted by law, we exclude any conditions or warranties that would otherwise be implied into these terms and conditions. Where a condition or warranty cannot by law be excluded, then that condition or warranty will be deemed included in these terms and conditions, but our liability in respect of any breach of that condition or warranty will be limited to the maximum extent