

## THE BEND MOTORSPORT PARK PTY LTD ACN 609 932 685 (TBMP) GIFT VOUCHER TERMS & CONDITIONS

These terms and conditions (**Conditions**) apply to all gift vouchers issued by TBMP and its authorised agents (**Voucher**) and held by a person (**Holder**):

1. Each Voucher is valid for until the date stated on the Voucher or, if none is stated, for 3 years from the date of purchase.
2. After the Voucher has expired, it is no longer valid and all transactions will be declined.
3. Unused value on a Voucher may not be refunded and it becomes TBMP's property.
4. TBMP may, in its complete discretion, refuse to sell or issue a Voucher to any person at any time for any reason.
5. A service fee may be payable on first issue of a Voucher.
6. A Voucher may be used to purchase goods or services listed at [thebend.com.au/gift-vouchers](http://thebend.com.au/gift-vouchers).
7. Vouchers cannot be redeemed for cash, cannot be used for cash equivalent transactions (such as bill payments, purchase of financial products or foreign currency, or gambling transactions), reloaded, returned for a refund or have their balances consolidated to a new Voucher. TBMP may in its sole discretion elect to cancel a Voucher or block a transaction using a Voucher if the Holder attempts to do so.
8. Vouchers are not legal tender, account vouchers, credit or debit vouchers or securities.
9. The Holder must ensure that its Voucher is kept secure at all times.
10. If a Voucher is lost or stolen, or you suspect an unauthorised transaction, the Holder must immediately report this by calling (08) 8165 5700 (during Adelaide business hours). TBMP may (but does not guarantee that it can or will) be able to stop a Voucher being used, but requires the voucher number, original balance and expiry date.
11. TBMP may, but is not obliged to, replace a faulty, lost or stolen Voucher.
12. Any replacement Voucher will have the same unused value (at the time of replacement) and expiry date.
13. To claim a replacement Voucher, the Holder must present the original receipt and reference number (located on the back of the Voucher).
14. A Voucher will be void if it is defaced, mutilated, altered or tampered with in any way.
15. TBMP may subject Vouchers to verification and security checks in its absolute discretion.
16. TBMP is not liable for the availability, quality or fitness for purpose of any goods or services purchased with the Voucher.
17. All products or services purchased with a voucher are subject to separate terms and conditions for that product or service.
18. Except for rights which cannot be excluded, any conditions or warranties implied or imposed by law or otherwise are excluded from these Conditions.
19. To the extent permitted by law, TBMP's liability is limited to replacing faulty Vouchers.
20. TBMP may cancel any Voucher, or the Voucher scheme, for any reason at any time without notice and without any obligation to redeem to the balance.
21. The Voucher remains the property of TBMP.
22. TBMP can vary or replace these Conditions from time to time (including to introduce new fees) by publishing a notice on TBMP's website.
23. SA law applies to these Conditions and any dispute in relation to a Voucher or these Conditions will be determined by South Australian courts.