DAPTO LEAGUES CLUB

Gift Voucher

TERMS AND CONDITIONS

1. **Application and Interpretation**

1.1 These terms and conditions (**Terms**) apply to every gift voucher (**Voucher**) sold by the Club.

1.2 The Terms apply to Dapto Leagues Club Limited, and its associated entities including The Grange Golf Club (together, the **Club**).

1.3 In these Terms, **Holder** means the purchaser, the recipient and any other person who holds or uses a Voucher.

2. **Acceptance**

2.1 The Holder agrees to be bound by these Terms, and by any terms printed on the Voucher, upon purchasing, accepting, activating, using or attempting to use a Voucher, or making a balance enquiry.

2.2 A Holder who gives a Voucher to another person should provide that person with a copy of these Terms or inform them where the Terms may be obtained. These Terms apply to any person who uses the Voucher.

2.3 A copy of these Terms is available at https://daptoleagues.com.au/ and on request.

3. **Purchase of Vouchers**

4. Vouchers may be purchased [in person at Club reception], from time to time online through our website (*www.daptoleagues.com.au*), and at any other location notified by the Club].

5. The minimum value of a Voucher is $10 and the maximum value is $50. A maximum of $2,000 in Vouchers may be purchased in a single transaction.

5.1 The Club at its absolute discretion may take reasonable steps to verify an order before issuing a Voucher, including identity verification for large purchases.

6. **Value and Expiry**

6.1 The value of a Voucher is the maximum amount that may be applied towards a single eligible purchase using that Voucher. A Voucher is not a stored-value account and does not entitle the Holder to cash or change.

6.2 A Voucher is valid for three (3) years from the date of sale (the **Expiry Date**).

6.3 A Voucher cannot be redeemed after the Expiry Date, and the Club is not obliged to honour any balance remaining after that date. The Club's record of the Expiry Date is final, except in the case of manifest error.

6.4 The Club will not charge any post-purchase fee in relation to a Voucher, including an activation, balance enquiry, inactivity or redemption fee.

7. **Permitted Use**

7.1 A Voucher may only be redeemed at the premises of the Club on Cnr Station St &, Bong Bong Rd, Dapto NSW 2530 and Princes Hwy, 10 Kembla Grange, NSW 2526.

7.2 A Voucher may only be used to purchase Food, Beverages, Golf and Golf equipment.

7.3 A Voucher cannot be used for:

(a) gaming machines, wagering, TAB, Keno or any gambling product; or

(b) the purchase of another Voucher or a gift card for any other business, including the use of any remaining balance on a Voucher to purchase a new Voucher.

7.4 The use of a Voucher is subject to the Club's usual policies applying to the goods and services supplied as varied from time to time.

8. **Redemption**

8.1 The Holder must present the Voucher in physical form to staff at the time of payment.

8.2 A Voucher is a single-use voucher and may be redeemed in one transaction only. A Voucher cannot be partially redeemed and retained for use in a subsequent transaction.

8.3 The Holder may apply the Voucher, up to its stated value, towards a single purchase of eligible goods or services. If the value of the eligible goods or services purchased is less than the stated value of the Voucher, no cash change, credit or replacement Voucher will be provided and the Voucher will be regarded as fully redeemed. The Holder should therefore use the Voucher for a purchase equal to or greater than its stated value.

8.4 Where the cost of a purchase exceeds the value of the Voucher, the Holder must pay the difference by another payment method accepted by the venue.

8.5 It is the responsibility of the Holder to check the value of the Voucher against the cost of the intended purchase before payment. Under Clause 6.3 the Club will not be liable for any residual unredeemed credit after the one transaction.

9. **No Cash, Refund or Reload**

9.1 A Voucher is not redeemable for cash, cannot be returned for a cash refund, cannot be reloaded and cannot be exchanged for loyalty points, except as set out in Clause 13.2 or where the Club is required by law to do so.

9.2 No cash change, credit or replacement Voucher will be provided where the value of the goods or services purchased in the single redemption transaction is less than the amount stated on the Voucher.

10. Responsible Service of Alcohol

10.1 Alcohol may only be supplied or sold to persons aged 18 years or over. The use of a Voucher does not alter the Club's obligations under the *Liquor Act 2007* (NSW), including those relating to the responsible service of alcohol.

10.2 A Holder who uses a Voucher to purchase alcohol is responsible for ensuring that the alcohol is not consumed by any person under 18 years of age.

11. Lost, Stolen or Damaged Vouchers

11.1 A Voucher should be treated equivalent to cash. Any person who holds the Voucher may use it, and the Club may treat any use as having been authorised by the Holder.

11.2 If a Voucher is lost or stolen, or an unauthorised transaction is suspected, the Holder must report it as soon as possible using the contact details in Clause 16 or attending the Club and notifying a staff member. The Holder must provide the Voucher number, the Expiry Date and the purchase details.

11.3 The Club will not replace, refund or reissue the value of a Voucher that is lost, stolen, damaged, defaced or altered. A report made under clause 11.2 enables the Club to attempt to block the Voucher; however, the Club does not guarantee that a block will prevent use and is not responsible for any transaction made before the Voucher is blocked.

11.4 Clauses 11.1 to 11.3 do not limit any right that the Holder may have under the Australian Consumer Law that cannot be excluded (see Clause 14).

12. Fraud

12.1 If the Club at its absolute discretion reasonably suspects fraud or improper use of a Voucher, it may suspend the Voucher pending investigation and may refuse redemption until it is satisfied that no fraud has occurred.

12.2 The Club may cancel a Voucher where it finds that fraud has occurred.

13. Amendments and Ownership

13.1 The Club may amend these Terms from time to time by publishing the amended Terms on its website and at the Club.

13.2 The Club may discontinue its Voucher scheme on reasonable notice published on its website and at the Club. In that event, the Holder may use the Voucher until the Expiry Date or, where the Club is unable to honour the Voucher, the Club will refund the remaining balance or issue a replacement Voucher of equal value upon presentation of the Voucher to Club reception.

13.3 The physical Voucher remains the property of the Club at all times. The value held on the Voucher belongs to the Holder until it is used, refunded in line with Clause 13.2 or passes the Expiry Date.

14. **Consumer Guarantees and Complaints**

14.1 The Holder may have rights under the Australian Consumer Law that cannot be excluded, restricted or modified. Nothing in these Terms is intended to exclude, restrict or modify those rights, including rights relating to goods and services purchased with a Voucher.

14.2 A Holder who has a concern about a purchase made with a Voucher should first raise it with the Club in person or using the contact details in Clause 16.

15. **Liability**

15.1 Subject to clause 14 and to the extent permitted by law, the Club is not liable for any indirect or consequential loss arising from the use of a Voucher.

15.2 To the extent permitted by law, where the Club breaches a consumer guarantee that cannot be excluded, its liability is limited to the remedy provided by law, such as the resupply of the goods or services or payment of the cost of doing so.

16. **Contact.**

16.1 Enquiries about a Voucher may be directed to Club reception on 02 4261 1333 or info@daptoleagues.com.au