



Terms and Conditions – Bowser Bean Gift Cards

1. What you are purchasing

A Bowser Bean gift card is a gift card purchased from the gift card issuer, Vantage Fuels Pty Ltd ACN 151 023 040 (**we/ us/ our**), that is redeemable at the Participating Stores (**Gift Card**).

2. How to contact us

We can be contacted in relation to Gift Cards by email or post at either of the addresses listed below during business hours:

Email	info@bowserbean.com.au
Post	7 Woodlands Court, East Bendigo, Victoria

3. Terms and conditions binding

These terms and conditions govern the purchase and use of Gift Cards. By purchasing a Gift Card, you agree to these terms and conditions. If you purchase a Gift Card for someone else, you agree to inform them that by accepting the Gift Card, they will be accepting these terms and conditions.

4. No card activation required

A Gift Card does not need to be activated following its purchase. The Gift Card is automatically activated and ready for use when it is issued.

5. Where can you purchase your Gift Card

A Gift Card can be purchased from any of our stores (see list [here](#)) (**Participating Stores**).

6. Value of your Gift Card

Gift Cards must be purchased using Australian dollars. The original stored value of the Gift Card is the purchase price of the Gift Card. **Gift Cards can be purchased in denominations of \$AUD20 or \$AUD50 or any multiple thereof.**

7. What your Gift Card can be used for

A Gift Card may be used at any of our Participating Stores to purchase (or part pay for) any goods or services *other than any good or services listed or described in paragraph 8.*

There is no minimum spend required to use your Gift Card.

8. What your Gift Card cannot be used for

A Gift Card cannot be reloaded and is not redeemable for cash. No cash out facilities apply to Gift Cards.

A Gift Card cannot be re-sold except with our express consent and subject to any conditions we may lawfully and reasonably impose.

Gift Cards cannot be used to:

- (a) pay for retail accounts;
- (b) purchase other Gift Cards (or gift cards of any other variety);
- (c) purchase phone re-charge cards; or
- (d) tobacco products of any kind.

9. Number of transactions

The full value of a Gift Card does not need to be used in one transaction and the Gift Card can be used on multiple occasions so long as:

- (a) there is sufficient value remaining on the Gift Card to cover the cost of the purchase that is being made;
- (b) the Expiry Date has not been reached (see below); and
- (c) the Gift Card has not been suspended or cancelled.

If the purchase price of a transaction exceeds the value remaining on the Gift Card, the shortfall must be paid by cash or any other accepted payment method.

10. Expiry

A Gift Card is valid for three (3) years from the date of purchase.

The expiry date of the Gift Card is specified on the front of the Gift Card (**Expiry Date**). A Gift Card will expire on its Expiry Date.

On the Expiry Date:

- (a) a Gift Card can no longer be used to make payments; and
- (b) any value remaining on the Gift Card will be forfeited and will not be refunded to you.

11. Fees

There are no post-sale fees associated with the purchase or use of the Gift Cards.

12. Lost or stolen Gift Cards

A Gift Card should be treated like cash and kept secure. Anyone holding the Gift Card can use it to make purchases.

You are responsible for all transactions made using the Gift Card. We are not responsible for any unauthorised or fraudulent transactions which may occur using the Gift Card. We will not refund you the value of any unauthorised or fraudulent transactions that may occur.

If you wish to report a card as lost or stolen, please contact us via either of the means listed in paragraph 3.

13. Damaged or defective Gift Cards

A Gift Card that is defaced, damaged, altered, lost or stolen *after* the time of purchase (unless caused by a breach of law by us or our negligence) will not generally be replaced, refunded or redeemed but, if a replacement Gift Card is provided, the replacement Gift Card will be to the value of the last balance shown by our records as remaining on the Gift Card.

If a Gift Card is defective, a replacement Card or a refund for the amount that was paid for the Gift Card is available and can be arranged by contacting info@browserbean.com.au.

14. Privacy

Personal information including the purchaser's name may be collected by us in order to provide and manage the operation of the Gift Card. Your personal information may be disclosed to third parties including local regulatory authorities and our agents/ third-party service providers, for the purpose of supplying and managing the operation of the Gift Card (**Purpose**).

Our privacy policy contains information about how individuals may access or correct personal information or make a privacy related complaint. A copy of our privacy policy is available [here](#).

You may access, change or update your personal information by emailing us at info@browserbean.com.au during office hours.

15. Changes to conditions of use

We may change, add to or delete these terms and conditions at any time.

If any such change is made, the new terms and conditions will be published at www.browserbean.com.au no later than the date when the changes take effect, unless a relevant law requires more advance notice to be provided to you. No change will be made to these terms and conditions that materially impacts the existing rights of Gift Cards holders (as determined by us acting reasonably) unless the change is authorised by law.

16. Disclaimer

To the extent permitted by law, we (including our employees, directors and agents) are not responsible or liable for loss (including direct, indirect, special or consequential loss or loss of profits), damage or injury of any kind (including death) suffered or occasioned in connection with the use of Gift Cards other than any loss, damage or injury caused by our negligence or breach of these terms and conditions including:

- (a) any fraudulent purchase made using the Gift Card;
- (b) any damage or destruction caused to the Gift Card (other than by our breach of these terms and conditions or our negligence); and
- (c) any technical difficulty resulting in any Gift Card redemption facility/ terminal being unavailable.

17. Australian Consumer Law

Consumers have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by us.

These terms and conditions do not exclude, restrict or limit those statutory rights in any way.

To the extent permitted by law, our liability for any loss is limited, at our discretion, to the replacement of Gift Card (to the value of the last balance shown by our records as remaining on the Gift Card) or a refund for the amount that was paid for the Gift Card.