

Mulpha Sanctuary Cove Marine Village

Gift Cards Terms & Conditions of Online Purchase

1. By placing an order for purchase of Gift Cards via this Website ("Order") you are agreeing to the terms and conditions set out below.
2. You may place an Order by following the instructions on the Website <https://sanctuarycove.com/product/gift-card/>. Your Order will be submitted by completing payment details and indicating your acceptance by activating the "Pay for Order" button. Orders will be deemed to have been received by Mulpha Sanctuary Cove Marine Village Pty Ltd ACN 098 660 372 (Sanctuary Cove Marine Village) at the time Sanctuary Cove Marine Village sends an Order Confirmation to your nominated e-mail address.
3. Each Order (once accepted) represents a separate Agreement incorporating the terms of that Order.
4. A maximum of 4 Gift Cards, each with a maximum value of \$999 will be accepted per transaction on this Website.
5. A \$2.95 Service Fee per card applies. Orders can be collected in-Centre at no additional cost. If delivery is requested, a \$5.95 Registered Post charge will apply.
6. Sanctuary Cove Marine Village reserves the right to cancel any Order without notice for any reason.
7. In the event of a cancelled Order, any payments processed by Sanctuary Cove Marine Village will be promptly refunded.
8. Customers who wish to cancel an Order should call 07 5577 6500.
9. You acknowledge that the Internet can be an unstable and, sometimes, insecure marketplace. At times the Website may not be available, or Orders may not be processed or may not be accepted for reasons beyond our control. In these circumstances Sanctuary Cove Marine Village accepts no responsibility. Sanctuary Cove Marine Village does not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us, including your credit card details, is transmitted at your own risk and Sanctuary Cove Marine Village is not responsible while such information is in transit.
10. Payment for online orders is to be made by Visa or MasterCard only. You may provide your nominated credit card details during the purchase process described on the Website.
11. Once you click on "Pay For Order", Sanctuary Cove Marine Village will process payment for your Order, plus any delivery charges and Service Fees as itemised on the final screen where you indicate your acceptance of this contract (Total Amount), using your nominated credit card (Visa or MasterCard) and a payment gateway.
12. You authorise Sanctuary Cove Marine Village to debit the Total Amount from your nominated credit card.
13. If your nominated credit card is declined by your financial institution, your Order will not proceed. You will be notified of this during your transaction.
14. Sanctuary Cove Marine Village may decide at any time not to accept payment from you by credit card for any reason. If we decline to accept payment, we will not process the Order and may not contact you to inform you that your Order will not be, or has not been, processed.
15. All deliveries of Gift Cards purchased online will be made via Registered Post. Any issues regarding delivery of Gift Cards ordered via <https://sanctuarycove.com/product/gift-card/> should be referred to Sanctuary Cove Marine Village directly.
16. Sanctuary Cove Marine Village will not be liable to you or anyone else for any losses suffered or incurred due to delay in delivery.
17. Subject to payment, property and risk in the Gift Cards passes to you upon dispatch of the Gift Cards to your nominated delivery address.
18. Gift Cards become subject to the Gift Card Terms and Conditions of Use upon activation. These terms and conditions are set out in full below, and are available at <https://sanctuarycove.com/product/gift-card/>.

19. These Terms and Conditions are governed by the law of Queensland and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland.

Mulpha Sanctuary Cove Pty Ltd

Gift Cards Terms & Conditions of Use

These Gift Card Terms and Conditions of Use apply to use of the Sanctuary Cove Marine Village Gift Card ("Gift Card") which has been issued by Mulpha Sanctuary Cove Marine Village Pty Ltd ACN 098 660 372 ("Sanctuary Cove Marine Village"):

1. Sanctuary Cove Marine Village reserves the right to change any term contained in these Gift Card Terms and Conditions of Use where the change is required:
 - a. to comply with all relevant laws, acts, ordinances, rules, regulations, other delegated legislation, codes and the requirements and directions of any relevant Commonwealth, State or Local Government Departments, bodies and public authorities, in force from time to time;
 - b. for reasonable operational, administrative, compliance or corporate governance reasons, or to prevent the occurrence of fraud or other unlawful, unethical or unacceptable conduct; or
 - c. where Sanctuary Cove Marine Village, acting reasonably, considers that it will not cause detriment to the customer.
2. These Gift Card Terms and Conditions of Use are available on the Sanctuary Cove Marine Village website.
3. This Gift Card is valid for 3 years from the Issue Date. The Issue Date can be found on the back of the Gift Card. The Expiry Date is 3 years from the Issue Date. The Gift Card will be void and may not be redeemed after the Expiry Date.
4. Defaced, mutilated, altered, lost or stolen Gift Cards will not be replaced, refunded or redeemed.
5. If you have any reason to believe that an unauthorised or mistaken transaction has occurred in relation to your Gift Card please call 07 5577 6500.
6. Purchase and or use of this Gift Card constitutes your acceptance of these Gift Card Terms and Conditions of Use.
7. Sanctuary Cove Marine Village may, in its discretion, refuse to sell Gift Cards to any person, at any time, for any reason.
8. Customers should treat this Gift Card like cash. Anyone holding the Gift Card can use its value to make purchases.
9. Reissue of Gift Cards is not available unless the Gift Cards are proven to be faulty or damaged. If you believe that your card is faulty or damaged, please call 07 5577 6500. In the event that a Gift Card is reissued, the reissued Gift Card will be credited with the funds remaining and will adopt the Expiry Date of the original Gift Card based upon the date of purchase of the original Gift Card.
10. This Gift Card is redeemable for merchandise or services at participating stores at Sanctuary Cove Marine Village ("Participating Stores"). Participating Stores are those stores in Sanctuary Cove Marine Village who agree from time to time to accept Marine Village Gift Cards. Participating Stores change from time to time and you acknowledge that this Gift Card is fit for your purposes. The list of current Participating Stores is available at <https://sanctuarycove.com/wp-content/uploads/SC-Gift-Cards-Supported-Stores-1.pdf>
11. Gift Cards can be credited at the time of purchase with any amount between \$25.00 and \$250.

12. This Gift Card can be redeemed at Participating Stores with EFTPOS facilities. Participating Stores without EFTPOS facilities are unable to accept this Gift Card.
13. This Gift Card is not redeemable for cash or cash equivalent payments (including, but not limited to, bills, purchase of financial products such as other gift cards, foreign currency, or gambling transactions) and cannot be used for the payment of credit or retailer accounts. Sanctuary Cove Marine Village may, in its sole and absolute discretion, cancel a Gift Card or block any transaction that attempts to do so.
14. Gift Cards cannot be returned for a refund or have any balances consolidated to a new Gift Card.
15. This Gift Card is partially redeemable for purchases from Participating Stores. It is the responsibility of the customer to use the full value before the Gift Card's expiry date. Cash will not be given for any unused balance.
16. This Gift Card cannot be reloaded. No further value may be added to it.
17. This Gift Card cannot be redeemed at any time when Participating Store's EFTPOS system is offline for any reason.
18. Any unused balance after expiry of a Gift Card will not be refunded or credited and all transactions will be declined.
19. Purchases exceeding the Gift Card's available balance require the difference to be paid by other method(s).
20. Each of the Participating Stores' returns policies applies when returning goods purchased with an Sanctuary Cove Marine Village Gift Card.
21. Sanctuary Cove Marine Village is not liable for the availability, quality or fitness for purpose of any goods or services purchased with the Gift Card. Any dispute about goods or services purchased with the Gift Card must be resolved directly with the Participating Store.
22. To the extent permitted by law, a customer is liable for all transactions on the Gift Card.
23. No variations of these Gift Card Terms and Conditions of Use bind us unless they have been approved by Sanctuary Cove Marine Village or are required by law.
24. To the extent permitted by law, Sanctuary Cove Marine Village will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Gift Card Terms and Conditions of Use, for failure to observe or perform any of our obligations under these Gift Card Terms and Conditions of Use for any reason or cause which could not, with reasonable diligence, be controlled or prevented. These causes include acts of God, acts of nature, acts or omissions of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage, and other acts or omissions of third parties. To the extent permitted by law, Sanctuary Cove Marine Village liability is limited to replacing faulty Gift Cards.
25. These Gift Card Terms and Conditions of Use are governed by the law of Queensland and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland.
26. Sanctuary Cove Marine Village may cancel any Gift Card or the Gift Card scheme for any reason at any time without notice.

FOR ENQUIRIES ABOUT YOUR GIFT CARD, CALL 07 5577 6500.