

COWBOYS LEAGUES CLUB GIFT CARD TERMS OF USE

1. INTRODUCTION

This document contains the full set of terms governing your use of the Gift Card. We recommend that you read this document carefully before using the Gift Card. If you have any questions or would like more information about your Gift Card, please call (07) 4724 8000.

2. DEFINITIONS

In the terms of Use: "Gift Card" means your Gift Card that you have purchased or had given to you as a gift; "Remaining Card Value" means, at any time that portion of the value of a Gift Card which at that time is unspent, remains stored on the Gift Card and is available in accordance with these Terms of use; A reference to "we", "us" or "our" is a reference to Cowboys Leagues Club. A reference to "you" or "your" is a reference to the person who is in possession of the Gift Card.

3. ACCEPTING THE GIFT CARD AND AGREEING TO THESE TERMS OF USE

You accept the Gift Card on the Terms of Use contained in this document, on the purchase receipt and on each of the redemption receipts, and agree to be bound by these Terms of Use.

4. GIFT CARD INCLUSIONS AND EXCLUSIONS

4.1 Gift Card Inclusions

- Cowboys Leagues Club Gift Card is redeemable at the Cowboys Leagues Club and Podium Café only.

4.2 Gift Card Exclusions

- Products and Services not accepting Cowboys Leagues Club Gift Cards are: Gaming, Keno and Tab.

5. TRANSACTIONS MADE WITH YOUR GIFT CARD

5.1 Purchases with your Gift Card

- Select goods in the Cowboys Leagues Club or Podium Café and present Cowboys Leagues Club Gift Card to point of sale operator. The transaction will be completed when the balance has reduced on your gift card.
- The gift card must be presented for all transactions to utilise funds on gift card.

5.2 Purchases exceeding the Gift Card Value

- Your Gift Card may only be used to make purchases up to the remaining card value. If you wish to make a purchase for an amount that exceeds the remaining card value, you must pay the excess using another payment method.

5.3 Checking your Gift Card Balance

- You can check your card balance, expiry date and transaction history by calling (07) 4724 8000 or visiting the Club.

5.4 Validity and Expiry of the Gift Card

- Your Gift Card will be valid for use for 3 years from the date of issue.

5.5 Using your Gift Card in conjunction with a Cowboys Leagues Club membership card

- All Gift Cards will automatically entitle the user to member's pricing at the Cowboys Leagues Club or Podium Café. However, if the user possesses a Cowboys Leagues Club membership card, they will not be able to use their own card for any further discounts including but not limited to discounts as part of the Score More Rewards Program and/or Cash Back Point accrual.

5.6 No Cash Advances

- You cannot obtain any cash advances with your Gift Card or redeem your Gift Card for cash.

5.7 Destruction of Gift Card with no value

- Once the remaining card value is completely used, the Club will retain the card.

5.8 Lost or Stolen Gift Card

- Treat this card like cash. Lost or stolen cards will not be replaced or refunded.

5.9 System Failure

- Should there be any unexpected 'point of sale' system failure, gift cards cannot be utilised at that time.

6. LIABILITY

You are responsible for the use and safety of your Gift Card. You are liable for all transactions on your Gift Card, except to the extent to which there has been fraud or negligence by us or by any of our employees.

7. CHANGES TO TERMS OF USE

We reserve the right to change any of the terms contained in these Terms of Use at any time. Changes to Terms of Use will be available at the CLC reception.

8. PRIVACY AND CONFIDENTIALITY

A copy of the Cowboys Leagues Club Privacy Policy is available at reception.

9. FORCE MAJEURE

To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Terms of Use for failure to observe or perform any of our obligations under the Terms of Use for any reason or cause which could not, with reasonable diligence, be controlled or prevented including acts of God, acts of nature, acts 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.

10. ERRORS OR COMPLAINTS

10.1 Gift Cards

- If you have reason to believe that an error has occurred in relation to your Gift Card, you should call the Cowboys Leagues Club on (07) 4724 8000.

10.2 Goods or Services

- Any complaints about goods or services purchased with a Gift Card must be resolved directly at time of purchase.