

SHERIDAN CORPORATE GIFT CARD SALES - WEBSITE TERMS AND CONDITIONS

INTRODUCTION

These terms govern the use of the Sheridan Corporate Gift Card Website (Website). By accessing, using, browsing, registering with, contributing to or purchasing from any area of the Website, you agree that your access to, use of, and purchase of any goods from the Website is subject to these terms and all applicable laws, and is at your own risk. If you do not agree to these terms in their entirety, you must not use this Website. These Website Terms and Conditions are in addition to the Ordering Terms and Conditions and Gift Card Terms of Use which apply to the ordering and use of Gift Cards from the Website. The Ordering Terms and Conditions and Gift Card Terms of Use can be viewed at the Website.

We may amend or update these terms and conditions at any time by posting any changes at this Website, without providing notice to you. By continuing to access and use this Website, you will be deemed to have agreed to any changes or updates to these terms.

If you do not understand these Website Terms and Conditions or if you have any questions, please contact our Customer Service Centre and a representative will be happy to assist you.

The phone numbers for our team are: 1300 554 268, +61 412 418 678 or contact us via [email](#).

1. DEFINITIONS

The following definitions are used in these Website Terms and Conditions.

Login Details means a valid and active username and password used to login to the Website ordering system.

Personal Information has the meaning as defined under the Privacy Act 1988 (Cth).

Privacy Policy means the Sheridan Privacy Policy found on the Website.

Website means the Sheridan Corporate Gift Card Website <https://corporategiftcards.sheridan.com.au>

Website Terms and Conditions means these terms and conditions.

we or us or our or Sheridan means Sheridan Australia Pty Ltd, ABN 89 094 091 380.

you or your means you as the user of the Website.

2. USE OF YOUR LOGIN DETAILS

2.1 You acknowledge that we may allow access to the services offered on this Website to anyone who accesses the Website and uses your Login Details. You are responsible for the use of this Website and the services provided at the Website by anyone who uses it in connection with your corporate account and your Login Details. You and your organisation are solely responsible for any loss caused by use of your Login Details by you or any other person, including any use not approved or contemplated by you.

2.2 You will not change, hack into or otherwise interfere with the operation of this Website or any information contained within it.

2.3 You must notify us immediately by calling the Sheridan Corporate Sales team if you know of or suspect any unauthorised use of this Website, including unauthorised access utilising your Login Details.

3. WITHDRAWAL OR SUSPENSION OF SERVICE

Our Website and the services provided on it, or your access to them, may be withdrawn or suspended for any reason without notice, including but not limited to the following:

1. any interruption to, or fault in, any applicable computer or telecommunications system or service including if a service, Website computer or telecommunications system is subjected to any virus, unauthorised access, or similar event;
2. for Website maintenance or security purposes;
3. if you breach any of these terms and conditions or use the service for a purpose not expressly authorised by Sheridan under these Website Terms and Conditions or otherwise in writing;
4. if your Login Details are disabled, suspended, cancelled or expires; or
5. if Sheridan no longer wishes to provide the services or maintain this Website.

4. COPYRIGHT AND TRADE MARKS

4.1 The Website and all material provided on the Website are owned or licensed by Sheridan, including the "look" and "feel" of the Website, the colour combinations, layout, literary and artistic works, photographs, and all graphical elements. Except where necessary for viewing the material on the Website on your browser, or as permitted under the Australian Copyright Act 1968 (Cth) or other applicable laws or these Terms and Conditions, nothing on the Website may be copied, reproduced, adapted, uploaded to a third party, issued or communicated to the public, linked to, framed, performed in public, distributed or transmitted in any form by any process without the prior written consent of Sheridan.

4.2 Various trade marks displayed on the Website (whether registered or otherwise), including SHERIDAN, are owned by Sheridan. Other product and company names mentioned on the Website may be the trade marks of other people or entities. The trade marks displayed on the Website must not be used or reproduced without the prior permission of the relevant owner.

4.3 If you believe you own the copyright in any work and that work is displayed on the Website without your permission, please contact us and the matter will be investigated.

5. DISCLAIMER

5.1 The information contained on the Website is provided by Sheridan in good faith. To the best of Sheridan's knowledge, the information is accurate and current. However, the Website and its contents are provided to you on "as is" basis. The Website may contain errors, faults and inaccuracies and may not be complete and current. Sheridan and its related bodies corporate, and their directors, officers, employees, and agents ("Sheridan's Associates") make no representations or warranties of any kind, express or implied, as to the operation of the Website or the information, content, materials or products included on the Website, except as otherwise provided, and then only to the minimum extent required, under any applicable laws.

5.2 Subject to any rights you have under any consumer protection law or any other Laws that cannot be excluded, Sheridan excludes, all implied terms and warranties whether statutory or otherwise, relating to the Website or the subject matter of these Website Terms and Conditions. You may be entitled to certain rights under consumer protection law or other Laws that cannot be excluded, including any statutory guarantees that are provided under competition and consumer legislation, including, as applicable, the Competition and Consumer Act 2010 (Cth).

6. LIMITATION OF SHERIDAN'S LIABILITY

6.1 Subject to any non-excludable liability (including under consumer laws), and the express provisions of these Website Terms and Conditions, Sheridan will not be liable to you or any other person for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including but not limited to damages for loss of profits, business interruption or the loss of data or information, or damages for product liability, personal injury, in contract, tort (including negligence), under statute or otherwise, howsoever caused including arising directly or indirectly from or in connection with any transaction (actual or contemplated) undertaken or attempted to be undertaken through the Website, or resulting from use of goods or services supplied to you, or on your behalf, through the Website.

6.2 Subject to any non-excludable liability implied by legislation (including under consumer laws), any liability of Sheridan or Sheridan's Associates in connection with goods or services supplied to you will, at the election of Sheridan, be limited to:

1. In relation to goods, the replacement or repair of the goods, the supply of equivalent goods, the payment of the cost of replacing or repairing the goods or the payment of the cost of obtaining equivalent goods; and
2. In relation to services, the supply of the services again or the payment of the cost of having the services supplied again. The above remedies are in addition to, and not in place of, your rights at law that cannot be lawfully excluded (including in Australia, under the Australian Consumer Law).

6.3 Our liability to you for loss or damage of any kind arising out of these Website Terms and Conditions will be reduced or limited to the extent (if any) that you cause or contribute to the loss or damage.

7. INDEMNITY

You agree to indemnify us (including our related companies and our and their directors, officers, employees, third party suppliers, agents and contractors) for any loss or damage any of the foregoing suffer if you breach these Website Terms and Conditions.

8. PRIVACY

8.1 Personal Information, such as your contact details, that you provide to us during the registration or order process will be kept and used by us and third party suppliers in accordance with Sheridan's Privacy Policy.

8.2 You represent and warrant to Sheridan that all information (including Personal Information) and data provided by you to us through the Website is true, accurate, complete and up to date, and (where relevant) you have obtained the consent of your nominated recipient for gifts to provide their Personal Information to Sheridan.

9. VIRUS WARNING

All care is taken to ensure that the Website and data transmissions are free from viruses. However Sheridan cannot guarantee that any file or program available for download and/or execution from or via the Website is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used. It is your responsibility to scan any such data for viruses. You assume all risk of use of all programs and files on the Website, and you release Sheridan entirely of all responsibility for any consequences of its use.

10. USE OF COOKIES

Cookies are small pieces of information that your browser stores on your computer hard drive. We use cookies to provide us with site usage information as well as to assist us to improve and develop the products and services we offer. Our cookies do not contain any personal identifiable information. If you disable cookies on your web browser you may not be able to fully experience all features of the Website.

11. THIRD PARTY SITES

11.1 The Website may contain links to third party sites. Sheridan is not responsible for the condition or content of those sites as they are not under Sheridan's control. You access those sites and/or use the site's products and services solely at your own risk. The links are provided solely for your convenience and do not indicate, expressly or impliedly, an endorsement by Sheridan of the sites or the products or services provided on the site. Sheridan does not permit any linkages to the Website without prior permission.

11.2 Any third-party advertising on Sheridan's pages of third party social networking sites are not the responsibility of, or endorsed by, Sheridan. All rights, including copyright in Sheridan's pages, are owned by or licensed to Sheridan. All worldwide rights reserved.

12. ELECTRONIC COMMUNICATIONS

You consent to receive communications from us electronically and agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

13. SECURITY AND VIRUSES

Information and emails sent to us may undergo email filtering and virus scanning, including by third party contractors. We do not warrant that such filters and scans will be effective in removing viruses or other potentially harmful code and we have no liability for any viruses transmitted to you.

14. TERMINATION

Sheridan reserves the right to, at its discretion; terminate your access to, registration on and use of the Website:

1. for convenience, at any time, upon provision of notice to you;
2. immediately:
 - i. if Sheridan reasonably believes that you have breached these Terms and Conditions, and that breach is not capable of remedy; or
 - ii. if you have been provided with notice of the breach, and you have failed to remedy that breach within 14 days (where the breach is able to be remedied).

15. GENERAL

15.1 These Website Terms and Conditions are governed by and are to be construed in accordance with the laws applicable in Victoria. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waive any right to object to any proceedings being brought in those courts.

15.2 The Website may be accessed from Australia or overseas. Sheridan makes no representations that the content of the Website complies with the laws (including intellectual property laws) of any country outside Australia. If you access the Website from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the site if and to the extent that they are applicable.

15.3 Only you and Sheridan shall be entitled to enforce these Website Terms and Conditions. You may not assign, transfer or sub-contract any of your rights or obligations under these terms to any third party unless we agree. No third party shall be entitled to enforce any of these Website Terms and Conditions, whether by virtue of legislation or otherwise.

15.4 Sheridan reserves the right at all times to make changes to these Website Terms and Conditions. Any variations to these Website Terms and Conditions will take effect from posting on the Website. If you do not agree to the amended Website Terms and Conditions, you must immediately cease all use of the Website. Your continued use of the Website will constitute acceptance of the amended Website Terms and Conditions.

15.5 Sheridan may give notice to you by electronic mail via the details you have provided to us at the Website. You may give notice to us by emailing us [here](#).

15.6 Any provision of these Website Terms and Conditions that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Website Terms and Conditions nor affect the validity or enforceability of that provision in any other jurisdiction.

15.7 A failure or delay by Sheridan to exercise a power or right under, or enforce strict performance with, these Website Terms and Conditions does not constitute as a waiver of that power or right, and the exercise of a power or right by Sheridan does not preclude its future exercise or the exercise of any power or right.