

Terms and Conditions for the Casual Dining Card

Please read these terms and conditions, so you are familiar with how your Card works:

1. The Casual Dining Gift Card ("Card") is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 ("EML") and program managed by Blackhawk Network (Australia) Pty Ltd (ACN 123 251 703) ("Blackhawk") (collectively "we/us/our"). In these terms and conditions 'you' are the Card purchaser or user. If you acquire the Card you have a contract with us.
2. By purchasing or using the Card, you are deemed to accept these terms and conditions. You must provide these terms and conditions to the user of the Card if that is not you.
3. This Card is an eftpos prepaid gift card that can be used to purchase food and beverages at participating Casual Dining locations. Cards cannot be used at any restaurant not listed as a participating restaurant at casualdiningcard.com.au ("Merchant").
4. Cards expire three years from the date of activation, which can be checked at casualdiningcard.com.au. Cards may not be redeemed after their expiry date and any remaining available balance will be forfeited. We will not give you any notice before this happens.
5. Cards are not registered to any user. Consequently, anyone in possession of the Card may use it. Any use of the Card is deemed to be made by you, so keep your Card in a secure place. Defaced, mutilated, altered, lost or stolen Cards will not be replaced.
6. Cards cannot be redeemed for cash, reloaded, returned for a refund, have their balances consolidated to a new gift card, or be replaced after expiry. Cash will not be given for any unused amounts left on the Card before or after expiry.
7. The Card cannot be used to make transactions that exceed the available balance. For such a transaction you need to pay the difference by another method if the Merchant agrees.
8. Cards are activated when payment is made at the point-of-sale in store or online.
9. Cards cannot be used in conjunction with any other promotional offer unless otherwise advised by the individual Merchant.
10. There is no GST included in the cost of purchasing the Card itself. Any applicable GST on the products or services that you buy from a Merchant is charged to your Card.
11. You are encouraged to make your own enquiries by contacting individual participating restaurants for up to date information. To the maximum extent permitted by law, we do not make any warranties about the restaurants participating in the Casual Dining program, or the products or services supplied by them.
12. If you have a problem with a purchase made with the Card, or a dispute with a Merchant, you must deal directly with the Merchant involved.
13. **Refund and replacement policy:** Cards are not refundable for cash. Should your Card be defective or unusable, contact us on 1300 739 889.
14. If you have a query about the card or wish to make a complaint, please contact EML Support on 1300 739 889.
15. We may cancel any Card, or the Casual Dining Card program for any reason at any time without notice. If so, we may either provide a refund or a replacement gift card of equivalent value unless we reasonably suspect fraud in relation to the Card. The Card remains our property.
16. We reserve the right to change these Terms and Conditions at any time. Any changes to the Terms and Conditions can be viewed at casualdiningcard.com.au. It is your responsibility to review the Terms and Conditions regularly, to determine whether they have been amended.
17. Queensland law applies to the use and purchase of the Card and your agreement with us. By entering into this agreement with us, you unconditionally submit to the jurisdiction of the courts of Queensland.
18. You acknowledge and agree that any information collected about you may be disclosed from EML to Blackhawk or Blackhawk to EML. Such disclosure of information will only occur where necessary to operate the Card and process transactions, or as directed by any government authority.