

TERMS & CONDITIONS FOR THE RESTAURANT CHOICE GIFT CARD

Please read these terms & conditions, so you are familiar with how your card works:

1. The Restaurant Choice 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") ('we/us/our'). In these conditions 'you' are the Card purchaser or user. If you acquire the Card you will have a contract with us.
2. Using the Card means you accept these Terms and conditions. You must give 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 Restaurant Choice locations. Cards cannot be used at any restaurant not listed as an accepting restaurant at www.restaurantchoice.com.au
4. Restaurant Choice Gift Cards expire three years from the date of activation, which can be [checked here](#). 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. Restaurant Choice Gift 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 the cardholder. So keep your Card in a secure place. Defaced, mutilated, altered, lost or stolen Cards will not be replaced.
6. The Restaurant Choice Gift Card 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 Gift 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. Restaurant Choice Gift Cards cannot be used in conjunction with any other promotional offer unless otherwise advised by the individual restaurant.
10. There is no GST included in the cost of the card. The GST is on the product that purchasers buy with their gift card.
11. Cardholders are encouraged to make their own enquiries by contacting individual restaurants for up to date information. It should be understood that the inclusion of any restaurant or product on our websites does not mean that the publisher warrants in any way that your requirements will be satisfied.
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 Restaurant Choice Gift 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 Restaurant Choice Gift Card, or the Gift Card program for any reason at any time without notice. If so, we may either provide a refund or a replacement 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 any terms contained in these Terms and Conditions at any time. Any changes to the Terms and Conditions can be viewed at www.restaurantchoice.com.au .
17. Queensland law applies to this agreement. By entering into this agreement you unconditionally submit to the jurisdiction of the courts of Queensland.
18. Any information collected about you may be disclosed between EML and Blackhawk. Such disclosure of information will only occur where necessary to operate the Card and process transactions, or as directed by any government authority.