

Terms and Conditions.

Please carefully review the below terms and conditions prior to purchasing or redeeming an Accor Gift Card.

- A. The Accor Gift Card is a stored value card ('Card') issued to the purchaser ('Customer') by AAPC Limited, trading as Accor in its capacity as the issuer and manager of the Card ('Manager'). The Card allows the Customer to load a dollar value onto the Card ('Card Value') at the point of purchase of the Card.
- B. The dollar value that is loaded onto the Card is a pre-payment. The Card should be looked after by the Customer like cash. It cannot be replaced if lost or stolen. No credit card, credit line, overdraft protection, or deposit account is associated with the Card.
- C. Once it is loaded, the Card can then be used by the Customer or any person in possession of the Card ('Holder') for future purchases of various goods and services, including accommodation ('Services'), provided by hotels owned or managed by the Manager or a related body corporate and other hotels which are privately owned and have a marketing, management or franchise contract with the Manager or its related body corporate ('each a Service Provider'). The dollar value of the Card cannot be redeemed or refunded for cash, nor can it be used to purchase another Card.
- D. The Card can be used to redeem the Card Value principally towards pre-booked accommodation at publicly available rates (excluding Accor Plus or Accor Vacation Club rates or benefits, or with contracted, negotiated or third party online rates). Any available remaining balance on the Card can then be used towards payment or part-payment of the Holder's room account, including in-house restaurant dining, or other incidental food and beverage charges, however no change will be given for the unused balance of the Card.
- E. Gift Cards purchased **from** April 1st 2018 onward, expire 3 years after the date on which it is issued or activated by the Manager; in line with the *Fair Trading Act 1987* (NSW) and the *Competition and Consumer Act 2010* (Cth) Sch 2 ('Australian Consumer Law'). Gift Cards purchased **before** April 1st 2018 are not subject to the *Fair Trading Act 1987* (NSW) and the *Competition and Consumer Act 2010* (Cth) Sch 2 ('Australian Consumer Law') and are valid for 12 months from the date of purchase, as outlined on the back of your Accor Gift Card. Any unused value remaining on the Card on its expiry is not refundable.
- F. The Card remains the property of the Manager at all times.

1. RESERVATIONS FOR SERVICES

Reservations at a Service Provider's hotel are subject to allocation and availability at the time of reservation.

Blackout dates may apply to publicly available rates, including school holidays and public holidays, or any special events periods. Room allocations fill quickly during special events, school holidays, public holidays and weekends and no guarantee can be given that an

allocated room will be available at any Service Provider's hotel or for the days that a Holder may prefer.

All Card reservations for a Service Provider's hotel must be made via the Manager's central reservation department's, or individual hotel reservations' department ('Reservations') via published telephone numbers and when making a reservation the Holder must advise Reservations they will be using a Card as payment method, and must quote the relevant Card number, and must also quote a credit card number.

2. CANCELLING A RESERVATION

If a Holder cancels its reservation, it must do so by contacting Reservations and advising of the relevant cancellation ('Cancellation Notice'). If the Holder fails to give the Cancellation Notice as required before the date of arrival at the relevant Service Provider's hotel, pursuant to the reservation, the Service Provider will be entitled to deduct from the Card Value a cancellation fee determined in accordance with the Service Provider's usual policy.

3. REDEEMABLE SERVICES

Cards are valid in Australia, New Zealand and Fiji at participating Service Providers. A Card entitles the bearer to use the Card Value as a payment method for overnight accommodation at the hotel's 'Best Unrestricted Rate' at the time of booking, or any accessible publicly available rates at time of stay, at any participating Sofitel, SO/, MGallery, Swissotel, Quay West, The Sebel, Pullman, Grand Mercure, Novotel, Mercure, Ibis or Ibis Styles in Australia, New Zealand and Fiji as listed at the Manager's website being www.accorhotelsgiftcards.com.au at the specified redemption rate advised by Reservations at each of the Service Providers. The Card Value cannot be used as payment at Ibis Budget hotels.

Participating Service Providers may change from time to time and an up-to-date list may be obtained from the Gift Card co-ordinator appointed by the Manager ('Gift Card Co-ordinator') by request or online at the Manager's website being, www.accorhotelsgiftcards.com.au.

Where the Card has been used to acquire Services from a Service Provider that operates a hotel in New Zealand or Fiji, payment for those Services must be made by reducing the balance of the Card in accordance with the provisions of this Clause 3. If the amount that a Customer is required to pay to the Service Provider in New Zealand or Fijian dollars (as applicable) exceeds the Australian dollar value of the balance left on the Card, the Customer will be required to pay the difference in New Zealand or Fijian dollars (as applicable) to the Service Provider.

At the time payment is to be made to the Service Provider, the Service Provider will apply the exchange rate for converting the New Zealand or Fijian dollar price (as applicable) for those Services into Australian dollars ('Conversion Rate') where:

Conversion Rate for NZD\$1 or FJD\$1 = Spot Rate (AUD\$) x [100% + the Margin],

where:

Spot Rate means the spot rate obtained from www.ozforex.com.au for the number of New Zealand or Fijian dollars (as applicable) represented by one Australian dollar; and

Margin means the margin stated on our website <http://www.accorhotelsgiftcards.com.au/frequently-asked-questions>, as determined by the Manager from time to time.

The AUD\$ amount that is to be deducted from the Card balance is to be determined in accordance with the following formula:

AUD\$ amount = NZD\$ or FJD\$ amount invoiced x Conversion Rate

The Card balance will then be reduced by the AUD\$ amount in accordance with standard procedures for adjusting Card balances.

The Conversion Rate may differ from exchange rates available at the time a Customer makes a booking to stay at a New Zealand or Fijian hotel.

For the avoidance of doubt, neither the Manager nor the Service Provider will be liable to the Customer or Holder where the AUD\$ amount actually payable by the Customer or Holder to the Service Provider differs from the amount the Customer or Holder anticipated would be payable as a result of currency exchange rate fluctuations that occur between the time the Customer or Holder makes the booking and the time at which the amount is deducted from the Card balance

4. NO ADDITIONAL VALUE CAN BE PUT ON THE CARD

Additional value cannot be added to a Card. All transactions are declined once a Card balance reaches zero.

Holders may check the balance of their Card at any time by request to the Gift Card Co-ordinator, or online at the Manager's website being, www.accorhotelsgiftcards.com.au.

Please note that there may be a delay between the time the Holder makes redemption and the time the redemption is reflected in the Gift Card balance shown. As a result the balance shown will not necessarily include all redemptions the Holder has made before its balance enquiry. The Holder agrees that notwithstanding what the Card balance is shown as, it is not entitled to redeem the Card for more than:

- A. the nominated value of the Card; or
- B. the actual remaining balance of the Card.

Any additional value sought by a Holder will require the purchase of a new Card and Card Value, in accordance with these Terms and Conditions. Any dollar value remaining on a Card may not be used to purchase an additional Card. The Holder may, however, redeem the Card Value, in exchange for Services, on two or more separate Cards

5. ORDERS

Cards purchased directly from the Manager must be ordered by use of the current Accor Gift Card order form or any other written format, including any online form, that the Manager may direct from time to time ('Order Form')

6. PURCHASE

A Customer must purchase at least AUD\$100 Card Value per Card, and thereafter in increments of AUD\$50, but may not purchase more than AUD\$500 Card Value for each Card. A purchaser cannot purchase more than AUD\$1,000 in Card Value (irrespective of the number of cards purchased) in any one transaction. If more than AUD\$1,000 Card Value is required, additional cards can be purchased in separate transaction.

Cards which have been purchased via fraudulent means or by way of stolen credit card details (as determined in the Manager's sole discretion) will be deemed to be purchased pursuant to an illegal transaction and that Card will be registered as stolen and the Card Value will not be honored by the Manager or any Service Provider

7. DISPATCH AND PAYMENT

Cards ordered directly from the Manager will only be dispatched when full payment is received by the Manager (including any service or delivery charges) in accordance with these Terms and Conditions. Refunds and exchanges are not available after full payment is received. All stated prices are in Australian dollars and inclusive of GST. GST and any other taxes, charges, fees or duties that are, or may be, levied on the Services or other goods purchased from a Service Provider must be paid by the Holder at the time that it uses the Card to purchase the Services and/or goods.

Payment for a Card may be made by any of the following means:

1. cheque payable to AAPC Limited, trading as AccorHotels or Accor Gift Cards, allowing 5 business days for clearance;
2. credit card (Amex, Diners, MasterCard, Visa) for email or phone orders.

Postage and courier charges apply as follows:

A charge of AUD\$5.50 per individual Card order (up to 10 cards per order) or AUD\$27.50 for bulk orders (11 Cards or more) will apply and is payable at the same time as payment is made and submitted with an Order Form for purchasing a Card. This charge is subject to change. For larger

quantities, please contact the Gift Card Co-ordinator to determine postage charges. A maximum of 10 cards can be ordered via the website www.accorhotelsgiftcards.com.au. Please contact the Gift Card Co-ordinator when ordering more than 10 Cards.

Orders will be dispatched within 7 business days (that being any business day upon which banks are open for business in both Sydney and Melbourne) of receipt of the Order Form and payment in full. Valid Order Forms and payment in full must be received by 12pm (noon) on the day of receipt if the Order Form is to be included in the 7 Business Day period. If payment is made by way of cheque, an additional 5 Business Days must be allowed prior to dispatch of an Order

8. DELIVERY

Cards ordered directly from the Manager will be delivered by Express Post or courier, as arranged at time of Card purchase to the nominated address and only to addresses within Australia. For cards to be delivered to New Zealand or Fiji, the Customer should phone (+64) 9 365 0000 or email giftcards.nz@accor.com. Neither the Manager nor any Service Provider will be held liable for any loss suffered as a result of a Card being lost or damaged in the normal delivery process. Upon delivery of the Card to the Customer, the Customer accepts full responsibility for the safekeeping of the Card.

If an order has not arrived at the Customer's delivery location within 13 days of the date it is sent, the Manager may cancel and replace such order provided the Customer submits to the Manager a properly completed Affidavit of Lost Card within 60 days of the date the Card was sent to the Customer. Upon receipt of a correctly completed and sworn affidavit and provided a balance remains on the Card from such order, the Manager will initiate a review procedure. The Card may or may not be replaced at the Manager's sole discretion, depending on the outcome of the review. The Manager will not in any circumstance replace a Card after it has been received by the Customer.

The Customer is responsible for informing the Manager of the correct contact names and addresses for invoicing the Customer, and for delivery. Changes to orders must be made in writing and forwarded by mail, email or fax to the Gift Card Co-ordinator. Changes made via telephone will not be accepted. Changes to orders will only be possible prior to an Order Form being processed by the Gift Card Co-ordinator.

9. EXPIRY DATE

The date of issue of each Card will be recorded by the retailer or the Manager (as applicable). The *Fair Trading Act 1987* (NSW) and the *Competition and Consumer Act 2010* (Cth) Sch 2 ('Australian Consumer Law') deem that Gift Cards purchased **on or after April 1st 2018**, will be valid for 3 years from the date of issue ('Validity Period'), as detailed on the reverse of each Card. Gift Cards purchased **prior to April 1st 2018 are not** subject to the *Fair Trading Act 1987* (NSW) and the *Competition and Consumer Act 2010* (Cth) Sch 2 ('Australian Consumer Law') and are valid for 12

months only from the date of issue, or as per the pre-printed date of expiry ('Validity Period'), as detailed on the reverse of each card. The Card Value must be used during the Validity Period. Following expiry of the Validity Period the Card will expire and any unused balance will not be refunded. After the Card has expired it is no longer valid and all transactions will be declined.

Holders may check the Validity Period of their card at any time by request to the Gift Card Co-ordinator, or online at the Manager's website being, www.accorhotelsgiftcards.com.au

10. LIABILITY FOR LOST/STOLEN CARDS

Holders are advised to protect their Card as they would cash. Lost or stolen Cards will not be replaced.

Neither the Manager nor the Service Providers accept any responsibility for lost or stolen Cards or their unauthorised use.

Partial unused Card Value on a lost or stolen Card will not be refunded or exchanged for cash or credit.

Copies of Cards will not be accepted. Cards will be deemed void if altered in any way. The Service Provider may refuse a damaged Card or any Card it reasonably suspects has been altered, stolen or is not a valid Card.

11. LIABILITY

To the extent permitted by law, the Manager and the Service Providers make no representations, warranties or conditions of any kind, express or implied, with respect to the Card. The Manager does not represent or warrant that the Card will always be accessible or accepted.

Neither a Service Provider nor the Manager are required to carry out any of the obligations referred to in these Terms and Conditions if it is not reasonably practical for them to do so because of an event outside of their control.

To the extent permitted by law, in the event that the Manager or the Service Providers are found liable to the Customer or the Holder, the Customer or Holder shall only be entitled to recover actual and direct damages and such damages shall not exceed the last balance held on the Holder's Card.

The Manager and the Service Providers shall have no liability for any incidental, indirect or consequential damages (including without limitation loss of profit, revenue and use) arising out of or in any way connected with use of a Card.

The Customer and the Holder both indemnify the Manager and any relevant Service Provider against any loss, cost, claim or liability the Manager or the Service Provider might suffer arising out

of or in any way connected with the Customer's or any Holder's use of a Card or a breach of these Terms and Conditions.

The Manager may cancel a Card at its discretion if the Customer or any Holder breaches any of these Terms and Conditions.

Where the Holder of the Card is not the Customer, these Terms and Conditions are not intended to create an obligation or any other rights enforceable by the Holder against the Manager or any Service Provider.

Certain legislation, including the Competition and Consumer Act 2010 (Cth), may imply warranties or conditions or impose obligations upon the Manager and the Service Providers which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. These Terms and Conditions must be read subject to these statutory provisions.

If these statutory provisions apply, to the extent to which the Manager and the Service Providers are able to do so, their liability under those provisions will be limited, at their option to:

- A. in the case of goods, the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; or
- B. in the case of services, the supplying of the services again; or the payment of the cost of having the services supplied again.

12. DISPUTE

In the event of any problem or dispute in relation to the Card or any Service purchased with the Card, the Manager may authorise the Gift Card Co-ordinator to consult with the Holder in an effort to make alternative arrangements but this does not create an obligation on the Manager to do so.

13. COMPLAINTS HANDLING

If a Customer or Holder believes they have been charged in error or has any other dispute about their Card, the Customer or Holder must contact the Gift Card Co-ordinator and provide details of the dispute or error.

The Gift Card Co-ordinator will investigate the matter in accordance with the Manager's Complaints Handling Procedures, and in conjunction with the Manager's Customer Services Manager.

The Customer or Holder must provide the Gift Card Co-ordinator with all details requested by the Gift Card Co-ordinator acting reasonably, including their name, account details,

Card number, and location of the transaction in dispute, date and time of transaction and contact details.

The Gift Card Co-ordinator will make every reasonable effort to notify the Customer or Holder within 10 business days from the date the disputed charge(s) are reported as to the outcome of its investigation. If it is determined that an error has occurred, the Holder's account will be re-credited.

If the Customer or Holder is not happy with the decision of the Gift Card Co-ordinator, the Customer or Holder may apply to the relevant government authority for further investigation.

14. NOTICE OF MATERIAL CHANGES TO TERMS AND CONDITIONS

The Manager will give Customers 30 days' written notice of any material changes to these Terms and Conditions of the Card, via its website at www.accorhotelsgiftcards.com.au, notwithstanding that it is entirely within the Manager's discretion to make such changes.

15. CUSTOMER ACCESS TO THEIR DETAILS

Holders can obtain an electronic record of their Card balance, Validity Period and transaction history from time to time, within 5 business days of making a request to obtain these details and providing satisfactory identification evidence to the Manager, or via the Manager's website at www.accorhotelsgiftcards.com.au. The Manager will not charge for Holders to have this access to their details.

The Manager reserves the right to limit a transaction record to the 3 month period immediately preceding the request.

16. ACCEPTANCE OF TERMS

The purchase of the Card by a Customer from the Manager or a retailer, and any subsequent use of the Card by its Holder constitutes acceptance by the Customer and Holder of these Terms and Conditions.

17. RIGHT TO CHANGE, MODIFY OR AMEND

Subject to Clause 14, the Manager reserves the right to modify, change or amend these Terms and Conditions at any time without notice.

18. PRIVACY AND THE CUSTOMER'S CONSENT

In order to provide the Customer with a broad range of information in relation to tourism, hospitality and services and to assist in delivering a better service to the Customer, the

Accor Group (being Accor S.A. and its related bodies corporate including the Manager) will retain the information the Customer has provided.

Information collected by the Manager about the Customer or the Holder (as the case may be) may be "personal information" for the purposes of the *Privacy Act 1998* (Cth). The Customer and any Holder both agree to the collection and use of this personal information and the disclosure of such information to the Manager's agents and the Accor Group for the purpose of operating and marketing the Cards.

Information can be disclosed to the Service Provider, any of the Manager's agents or any other appropriate third party (including financial institutions, credit reporting institutions or law enforcement bodies), if:

1. the Customer consents in writing;
2. the Manager considers that disclosure is necessary to enable a Card to be issued, redeemed or otherwise processed, or to enable the Manager, the Service Provider and any of the Manager's agents to comply with their obligations under these Terms and Conditions; or
3. the Manager considers that the Customer or the Holder may have been involved in fraudulent activities in relation to a participating company, in which case the Manager may also cancel the Card at its discretion.

The Customer agrees that the Manager can disclose its personal information to the Holder. The Customer and the Holder both have the right to request access to, and correction of, this personal information. For any enquiries, please log-in at www.accorhotelsgiftcards.com.au and email the Manager directly or send your enquiry to the Privacy Officer at: privacy.au@accor.com