

# Warrior Gift Card

## TERMS & CONDITIONS

The following terms and conditions apply  
to your gift card for Warrior Restaurant & Bar.

A black rectangular sign with the word "warrior" in white, stylized, lowercase letters. The sign is mounted on a textured, brown wall with four screws at the corners. Below the sign is a wooden counter with a cash register on top. A green plant is visible in the foreground on the right.

warrior



# WARRIOR GIFT CARD TERMS & CONDITIONS

These terms and conditions are important and you should read them in full.

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## 1. DEFINITIONS

In these terms and conditions:

**Activate** means the initial loading of value onto a Card, and “Activating” and “Activated” have corresponding meanings.

**Card** means the gift card, in digital or physical form.

**Card Balance** means the unspent value of a Card.

**Card Number** means:

- a) in relation to the Physical Card, the number that appears on the back of the Physical Card; and
- b) in relation to the eGift Card, the number that appears on the eGift Card.

**Issue Date** means the date the eGift Card was emailed to the Recipient of the eGift Card.

**eGift Card** means a Card issued in ‘electronic’ form.

**Expiry Date** means: the date being 36 months from the date of purchase

**Physical Card** means a Card issued in conventional plastic card form.

**Recipient** means the person who receives a Card as the case may be (and for the avoidance of doubt may be the same as the purchaser).

**Redeem** means to reduce the value loaded on a Card by using it to purchase goods or services, and “Redeemable”, “Redeemed” and “Redemption” have corresponding meanings.

**Warrior Restaurant** means Warrior Restaurant & Bar located at 88 Irwin Road, Beerwah QLD 4519 Australia.

**Website** means the platforms on which the Gift Cards are sold in Australia (as may apply from time to time), including [giftcards.thecrocodilehunterlodge.com.au](https://giftcards.thecrocodilehunterlodge.com.au).

A reference to “we”, “us” or “our” is a reference to Silverback Properties Pty Ltd as trustee.

A reference to “you” or “your” is a reference to the person who is taken to agree to these terms and conditions under clause 2, and includes any purchaser or Recipient of a Card.

A reference to “\$” or “dollar” is a reference to an Australian dollar.

## 2. AGREEING TO THE TERMS AND CONDITIONS

- 2.1 These terms and conditions apply to each Card.
- 2.2 You agree to be bound by these terms and conditions by purchasing, activating, using, or attempting to use a Card, or by making a transaction enquiry or exercising any right to Redeem value loaded on a Card.
- 2.3 In addition to these terms and conditions, you agree to be bound by any additional product terms and conditions that apply to the Card you purchase.
- 2.4 By purchasing, activating, using or attempting to use a Card, or by making a transaction enquiry or exercising any right to Redeem value loaded on a Card, you warrant to us that you will comply with these terms and conditions and all applicable laws and that the Card will not be used in any manner that is unlawful, misleading, deceptive, unfair or otherwise harmful to consumers.
- 2.5 If you are giving a Card to another person, you should ensure that the Recipient is aware of the terms and conditions that apply to the Card and the relevant Expiry Date of the Card.

### 3. PURCHASING A CARD

- 3.1 You can purchase Cards online at the Website or Warrior Restaurant, unless otherwise specified in these terms and conditions.
- 3.2 When purchasing a Card, payment can be made using the available payment options on the Website from time to time. Payment is required (including payment clearance) prior to the Card being issued.

### 4. LOADING VALUE TO A CARD

- 4.1 A minimum and maximum value can be loaded onto a Card, as specified for each Card type. The minimum and maximum value amounts may change at our discretion, and we will provide notice of such amounts on our Website.
- 4.2 As of the time these Terms and Conditions are published, the minimum amount is \$20.00 and the maximum amount is \$2,500.00.
- 4.3 There may be a delay between when you pay for a Card and when the Card is activated by our point of sale system; this may take up to 24 hours. During the period of delay, the Card cannot be used to make purchases or transaction enquiries.
- 4.4 After a gift card has been purchased you cannot subsequently reload or add value to it.

### 5. REDEEMING YOUR CARD

- 5.1 Your Card can be Redeemed at Warrior Restaurant up to the value loaded onto the Card. Value Redeemed is deducted from the Card Balance.
- 5.2 Where the price of the goods or services being purchased with a Card exceeds the Card Balance, you must pay the amount exceeding the Card Balance by an alternative payment method.
- 5.3 Multiple Cards may be used in a single transaction.
- 5.4 Cards cannot be refunded or used to obtain cash. You cannot use your Card to make a credit card payment or other transaction account deposits.
- 5.5 You may not be able to Redeem your Card if your Card Balance is less than \$1. Subject to any consumer law requirements, if your Card Balance reduces below \$1, you cannot access or request those funds be returned to you and you forfeit those funds to us.
- 5.6 You may not be able to Redeem your Card on all products. For example, Cards cannot be used to make donations, or purchase merchandise. If your Card cannot be Redeemed on certain products, we will notify you of this prior to purchase.
- 5.7 Your use of a Card at Warrior Restaurant is at all times subject to the policies and laws regarding the goods and services made available by it. For example, if you are under the age of 18, Warrior Restaurant may not supply you with alcohol.
- 5.8 Resale of Cards is strictly prohibited, except with our prior written consent. Cards that are resold in breach of this clause may be considered invalid, and we are not obliged to allow the Recipients of those cards to use or Redeem unspent value on their Cards. If approved, Cards cannot be resold for more than the original purchase price.

## 6. TRANSACTION ENQUIRIES

- 6.1 You can check your Card transaction history and Card Balance by calling (07) 5436 2310.
- 6.2 To make a balance enquiry on your Card as set out above, you must provide your Card Number and Access Code when prompted.

## 7. LOST OR STOLEN CARDS

- 7.1 If your Card is damaged, lost or stolen, please contact us.
- 7.2 We reserve the right to place a stop on your Card if:
  - a) you report that your Card has been lost, stolen, damaged or deleted;
  - b) we believe (or reasonably suspect) that you have used (or will use) your Card contrary to these terms and conditions; or
  - c) we believe (or reasonably suspect) that there is an error with your Card.
- 7.3 If your Card is lost or stolen, we are under no obligation to replace or refund any lost value of the Card.

## 8. LIABILITY

- 8.1 You are responsible for the security, use and safety of your Card. Please be careful of scams and note we do not take any responsibility where you give access to your Card to a third party in a manner that is not in accordance with these terms and conditions.
- 8.2 Without excluding, restricting or modifying your rights under the Australian Consumer Law (and any other non-excludable statutory right), our liability to you in all other cases will be limited to refund or reissue of your Card up to the value of your purchase. We will not be liable for indirect or consequential loss arising from or connected to your Card in contract, tort, under any statutes or otherwise (including without limitation, for loss of revenue, loss of profits, failure to realise expected profits or savings, loss or corruption of data and any other commercial or economic loss of any kind) unless such loss arises as a result of our own negligence or wilful misconduct.
- 8.3 Our liability to you for loss or damage of any kind arising out of or in connection with these terms and conditions or your Card is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether our liability is in contract, tort (including negligence), under any statute or otherwise.

## 9. ERRORS AND COMPLAINTS

- 9.1 If you have questions or if you wish to make a complaint about your Card, contact us via:
  - a) the 'Contact us' section of the Website; and/or
  - b) our Customer Service Team on (07) 5436 2310.

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*We reserve the right to change or amend these terms and conditions at any time without prior notice.*

*For the latest version of these terms and conditions visit [giftcards.thecrocodilehunterlodge.com.au](https://giftcards.thecrocodilehunterlodge.com.au).*