

Giftstation Terms & Conditions

Welcome to GiftStation - General Information.

GiftStation is operated by epay New Zealand Limited ("epay NZ," "we," "us," "our"), a subsidiary of Euronet Worldwide, Inc. These Terms and Conditions ("Terms") form a binding agreement between you ("you", "your", or "customer") and epay regarding the purchase and use of www.giftstation.co.nz ("Website"). GiftStation offers a convenient platform to purchase and send physical and digital prepaid gift cards, codes, and vouchers (collectively referred to as "Gift Cards").

By using our Website or purchasing Gift Cards, you confirm that you have read, understood, and agreed to these Terms as well as our Privacy Policy (which is available at www.giftstation.co.nz/privacy-security). If you do not agree to these Terms, please do not use our services.

You also agree to comply with the applicable Gift Card Fees ("Fees"), which are available at www.giftstation.co.nz/fees . All prices listed on the Website are in New Zealand Dollars(NZD).

Need Help? Contact Us

Our customer service team is here to assist you:

Within New Zealand: 0800 450 509
From Overseas: +64 9 888 6792

• Email: epayNZGSquery@epayworldwide.co.nz

Key Usage Terms

- **1. Registration**. To purchase Gift Cards, you must create an account at www.giftstation.co.nz. You'll need to provide:
 - Your full legal name (as per government-issued ID)
 - A valid phone number and email address
 - A strong, unique password

Your contact details will be verified. You are responsible for keeping your account information accurate and secure. If you suspect unauthorized access, notify us immediately.

- 2. Card Usage. Gift Cards may be redeemed in-store or online, depending on merchant acceptance. Cards may be used by the purchaser or gifted to another person, provided usage complies with these Terms. Gift Cards fall into two categories:
 - Closed-loop cards: Redeemable only at the issuing retailer's stores.
 - Open-loop cards: Usable at any merchant accepting scheme cards (e.g., Visa®, Mastercard®).

Cards are not redeemable for cash. In accordance with the Fair Trading (Gift Card Expiry) Amendment Act, all gift cards sold on or after 16 March 2026 will have a minimum expiry period of 3 years from the date of issue. Gift cards sold prior to this date will retain their originally advertised expiry terms.

- 3. Geographic Validity of Closed-Loop Gift Cards. Closed-loop gift cards offered through GiftStation are primarily intended for redemption within New Zealand. While some cards may be accepted internationally, this is solely at the discretion of the issuing merchant. Customers are responsible for reviewing the merchant's terms and conditions to confirm international usability. epay NZ makes no representation or warranty regarding the acceptance of any closed-loop card outside New Zealand.
- **4. Merchant Availability and Changes.** The list of merchants available on GiftStation is dynamic and subject to change without notice. epay NZ does not guarantee the continued availability of any specific merchant or product. The inclusion of a merchant on the GiftStation platform at any given time does not constitute a commitment to

ongoing availability. The current list of participating merchants is available at www.giftstation.co.nz, and customers are encouraged to check this list prior to purchase.

- 5. Merchant Terms and Limitations. Each Gift Card purchased via GiftStation is subject to the specific terms and conditions imposed by the issuing merchant. These may include restrictions on redemption, usage, and expiry. epay NZ is not a party to the merchant's terms and assumes no responsibility for their enforcement or interpretation. By purchasing a Gift Card, you agree to be bound by the merchant's terms in addition to these Terms.
- **6. Merchant Liability**. epay NZ is not liable for the actions, omissions, or business continuity of any merchant whose products are offered via GiftStation. This includes, but is not limited to, situations where a merchant:
 - Ceases trading or enters liquidation;
 - Changes store locations or online presence; or
 - Alters or discontinues their gift card program

Any merchant location or availability information provided on the GiftStation website is for general reference only and may not reflect real-time changes. epay NZ disclaims all liability for inaccuracies in merchant listings and is not responsible for any loss or inconvenience resulting from a merchant's failure to honour a gift card.

- 7. **Digital/Virtual Card Delivery**. Digital or virtual Gift Cards are delivered *via* email to the address provided at checkout. If you do not receive the email within 24 hours, please check your spam or junk folder before contacting Customer Service. epay NZ may, at its sole discretion, resend the card at no additional cost if delivery failure is confirmed. epay NZ is not liable for delivery errors resulting from incorrect or incomplete email addresses provided by the customer. It is the customer's responsibility to ensure the accuracy of all contact details at the time of purchase.
- **8. Physical Delivery Restrictions.** GiftStation does not ship physical products to international addresses. All physical orders are delivered exclusively to verified New Zealand addresses *via* courier. Address validation is conducted through https://www.nzpost.co.nz. PO box deliveries are not permitted. epay NZ reserves the right to reject or delay any order that does not meet these delivery criteria.
- 9. Compliance Review and Verification. All orders are subject to review by epay NZ's Compliance Team. If any submitted information cannot be verified or validated, delivery may be delayed or suspended. epay NZ reserves the right to request additional documentation or clarification to satisfy its legal and regulatory obligations, including but not limited to anti-money laundering and fraud prevention protocols.
- 10. Activation of High-Value Orders. For security purposes, all GiftStation orders with a face value exceeding NZD \$500 are dispatched in an inactive state. Upon receipt, the customer must follow the activation instructions included with the delivery. Activation requires confirmation of receipt and identity verification. epay NZ reserves the right to withhold activation until all verification steps are completed to its satisfaction. Failure to comply may result in cancellation of the order without refund.
- 11. Stored value. Gift Cards are prepaid and cannot be reloaded. You may only transact up to the available balance. Additional fees (e.g., currency conversion) may apply. Check your balance before use to avoid declined transactions.
- 12. Exceeding Balance. You must not authorize transactions that exceed Gift Card's available balance. This includes scenarios where additional charges, such as service fees or currency conversion fees, may apply e.g. where a Gift Card may be held for any potential additional incidental expenses. Cardholders are responsible for checking their remaining card balance with the issuing merchant or in their Giftstation account, before undertaking any transaction that may exceed their balance causing a transaction to be declined.
- 13. Refunds. These Terms do not limit your rights under the Consumer Guarantees Act 1993. epay does not provide refunds for 'change of mind' after a purchase or if the card has been partially redeemed, except where required by law. All refund requests will be assessed strictly in accordance with applicable consumer protection laws and the terms of Giftstation. We reserve the right to decline refund requests that fall outside the scope of our statutory obligations.

- 14. International Usage Restrictions. Use of Gift Cards may be restricted in certain jurisdictions due to international sanctions, regulatory controls, or merchant limitations. These restrictions apply to all Gift Cards issued by epay NZ, including open-loop and closed-loop products. epay NZ reserves the right to block or suspend transactions in any country where usage is prohibited or deemed high-risk. Customers are responsible for confirming whether a Gift Card is valid for use in their intended location prior to purchase or redemption.
- 15. Prohibition on Resale and Transfer. Gift Cards are issued strictly for personal use and must not be resold, redistributed, or used for commercial purposes without prior written consent from epay NZ. Any resale or unauthorised distribution constitutes a breach of these Terms and may result in cancellation of the Card without refund. If a Gift Card is received as a gift, the recipient is deemed to have accepted these Terms upon first use. You may not assign, transfer, or delegate any rights or obligations under these Terms without our express written approval.
- 16. Fraudulent or Illegitimate Ownership. Any Gift Card obtained or used through theft, fraud, deception, or other unauthorised means is void. epay NZ accepts no responsibility or liability for such Cards and reserves the right to cancel, deactivate, or block them without prior notice. Upon discovery or reasonable suspicion of fraudulent activity, epay NZ may:
 - Suspend or deactivate affected Gift Cards;
 - Refuse redemption or refund;
 - Cooperate with law enforcement and regulatory authorities as required under applicable laws
 - Require verification of ownership before reinstatement

Customers are expected to report suspected fraud immediately and may be required to cooperate with investigations conducted by epay NZ or relevant authorities. Failure to do so may result in loss of funds and waiver of dispute rights.

- 17. Providing Valid Personal Information. You are responsible for ensuring that any personal details, documents, or information you provide during the purchase or use of a Gift Card are accurate, complete, and legitimate. This includes any information requested by epay for verification or compliance purposes. If we have reason to believe that the information you have provided is false or misleading, we may suspend or withhold access to our goods and services until the matter is resolved.
- 18. Ensuring Security of transactions on your Card: You are responsible for the secure use of your Card. It should only be given to an intended recipient for use. You should not give the Gift Card or Gift Card details to anyone other than the intended user. It is your responsibility to keep the Card safe and secure at all times. Do not leave it unattended or in any location where it could be accessed or removed without your knowledge. epay NZ accepts no liability for any unauthorised use of a Gift Card resulting from a failure to safeguard the Card or its details. Any unauthorized use resulting from a failure to safeguard the Gift Card will not be eligible for dispute or replacement or reimbursement.
- 19. Reporting Card Issues and Lost or Stolen Cards. You are responsible for regularly reviewing your Gift Card transaction history to ensure all transactions are accurate and authorized. If you notice any discrepancies, errors, or suspect unauthorized activity, you must notify us immediately by calling our customer support team on (+64) 09 888 6792 or 0800 450 509. If your Gift Card is lost, stolen, or compromised (including disclosure of card details to an unauthorized party), you must contact us without delay using the same customer service numbers or email. If your Gift Card is not registered, we will be unable to stop, cancel, or replace it, as we are required to verify ownership. If your Gift Card is registered, we will suspend it as soon as possible upon notification and consider the replacement of that Gift Card with any remaining balance, less applicable replacement card fees. Provided you have complied with these Terms, you will not be held liable for unauthorized transactions that occur after you report the Gift Card as lost or stolen. Timely notification is essential to protect your funds and assist in resolving any issues.
- 20. Reporting Disputed Transactions. If you believe a transaction on your Gift Card is incorrect or unauthorized, you should notify us as soon as possible. For open-loop cards ("Card Schemes"), notification must be no later than sixty (60) days from the transaction date. Disputes raised after this period may not be eligible for review under the rules of Visa® or Mastercard®. To initiate a dispute, you must complete a Card Transaction Dispute Form, sign it, and send it to: epayNZChargebacks@epayworldwide.co.nz. Once we receive your completed form, our Compliance Team will review and submit the claim to the relevant Card Scheme for review if applicable.

Please note that dispute resolution timelines and outcomes are determined by the Card Schemes, and the process may take up to 90 days or longer, depending on the nature of the claim.

- **21. Suspension**. We may suspend or restrict your Gift Card at any time, without prior notice, if we reasonably suspect that:
 - you are not the rightful owner of the Gift Card, or there is a competing ownership claim;
 - your Gift Card has been lost, stolen, or compromised; or
 - your Gift Card is being used fraudulently or in connection with unlawful activity; or you are in breach of these Terms.

During suspension, we may conduct an internal review to determine the appropriate course of action. We reserve full discretion to either reinstate or cancel the Gift Card based on the outcome of our review. If the Gift Card is registered and you can demonstrate rightful ownership and compliant use, we may issue a replacement Card with the remaining balance, at no additional cost.

- **22.** Cancellation for Cause. We may cancel your Gift Card immediately and without notice if required by law, court order, or if we reasonably believe the Card is being used fraudulently, unlawfully, or in breach of these Terms. This includes cases where the Gift Card is compromised or subject to a competing claim. If the Gift Card is registered and you can verify rightful ownership and appropriate use, we may issue a replacement Gift Card with any remaining balance.
- 23. Data Collection and Privacy Compliance. epay is committed to protecting your privacy. We comply with the requirements of the New Zealand Privacy Act 2020 ("Privacy Act") and recognize our obligations under other applicable privacy laws in jurisdictions where we operate. We may collect, process and or store personal information for the purposes detailed below. All personal information collected, stored or processed, will be done in compliance with the Privacy Act and any obligations that may arise under other applicable privacy laws in jurisdictions where we operate. You have the right to access and correct your personal information in accordance with the Privacy Act. For more details, please refer to our privacy policy available at www.giftstation.co.nz/privacy-security.
- 24. Identity Verification. epay NZ may request personal information or supporting documents from you at various points, to comply with our legal and regulatory obligations, and to ensure the security of our products and services. This may occur during the purchase of a Gift Card, or while using the Gift Card, or when you contact our customer service team. We may also request information if we need to confirm your identity for compliance purposes. The information we may request includes, but is not limited to, your full name, date of birth, and valid identification documents. These requests can be made at any time, including outside of a transaction or card usage. If you do not provide the requested information, we may suspend or limit access to our goods and services until the matter is resolved.
- **25.** Call and Website Recording. For training, security, and compliance purposes, we may record your phone conversations with our Customer Service team.
- **26. Transaction and Data Records**. In line with our obligations under the Anti-Money Laundering and Countering the Financing of Terrorism Act 2009, we may collect, store, and monitor data related to your use of Gift Cards. This includes purchase and redemption activity, as well as any personal information.
- 27. Intellectual Property. The patents, trademarks, service marks, trade names, registered and unregistered designs, trade or business names, copyrights (including rights in software), database rights, mobile application design and functionality, design rights, rights in confidential information and any other intellectual property rights whatsoever, irrespective of whether such intellectual property rights have been registered or not in and to the Giftstation Website and the Giftstation App shall at all times remain the sole property of epay. Nothing herein shall be construed to grant to you any rights and/or interest in and to the intellectual property rights of epay.
- 28. Limitation of Liability. To the fullest extent permitted, our liability to you in connection with your use of the Giftstation Website and the products offered for purchase thereon, is strictly limited. In the event of any loss, error, or issue related to your Gift Card, our total liability will not exceed the unused balance remaining on your Gift Card issued by epay NZ, at the time the issue is reported to us. We will not be liable for products issued by third-party merchants through the Giftstation website. We will not be liable for any indirect, consequential, or special losses, including but not limited to loss of profits, business interruption, loss of opportunity, or damage to

reputation, regardless of the nature of the claim or the circumstances under which the loss arises. You acknowledge and agree that use of a Gift Card is at your own risk, and that we are not responsible for any reliance placed on the Gift Card for specific purposes or outcomes.

- 29. Governing Law and Jurisdiction. These Terms are governed by the laws of New Zealand. By purchasing or using any Gift Card through GiftStation, you irrevocably submit to the exclusive jurisdiction of the courts of New Zealand for the resolution of any dispute, claim, or proceeding arising out of or in connection with these Terms, the GiftStation platform, or any related transaction. You waive any right to object to proceedings being brought in New Zealand on the grounds of venue or inconvenient forum.
- **30.** Amendments to Terms and Fees. epay NZ reserves the right to amend, update, or modify these Terms or any applicable Fees at any time, at its sole discretion. Any changes will be effective upon publication on the GiftStation website. Where feasible, we will provide at least fourteen (14) days' notice prior to implementation; however, we may enact changes with shorter or immediate effect where required for legal, regulatory, security, or operational reasons. It is your responsibility to review the Terms regularly. Continued use of the GiftStation platform or any Gift Card after changes are posted constitutes your binding acceptance of the revised Terms. Changes will not apply retrospectively unless required by law.
- 31. Assignment and Transfer of Rights. epay NZ may assign or transfer its rights and obligations under these Terms to any third party, including a related company, without notice or your prior consent. Such assignment will not affect your rights under these Terms. You may not assign, transfer, or otherwise dispose of any of your rights or obligations under these Terms without the prior written consent of epay NZ. Any unauthorised assignment shall be deemed null and void.
- **32. Severability**. If any provision of these Terms is found to be invalid, unlawful, or unenforceable, that provision will be severed, and the remainder of the Terms will remain fully valid, binding, and enforceable.