

**myShop**  
**The Pegasus Group Pty Ltd**  
**G02, 181 St Kilda Rd**  
**St. Kilda VIC 3182**

## **TERMS & CONDITIONS**

By using the myShop website and/or by ordering the products (including but not limited to vouchers, cars, coupons and tickets (“Voucher/s”) offered you agree to be bound by these Terms, (“**Terms**”). If you do not accept these Terms you must refrain from using website or ordering any products. myShop may change these Terms at any time and changes will be posted on the myShop website. The Terms at the time of use of the website or time of ordering products shall apply. You should regularly check these Terms each time before you order or use the website

All prices include GST, except for Gift Cards which are exempt from GST.

## **ORDER PROCESSING**

All orders are subject to credit/debit card approval and customer account verification.

myShop reserves the right to reject an order if in myShop’s reasonable opinion:

1. myShop believes there may be a credit card/debit card fraud; or
2. a product can not be delivered to you in a time manner or at all; or
3. there has been an error in the price or product description on the website or in any offer; or
4. the correct credit card details have been provided but funds are not approved; or
5. any coupon, discount or voucher code used has been used when the order or customer does not satisfy the criteria for the coupon, discount or voucher code to be used, or if it has been used without permission, outside the terms in which it was offered; or
6. do not comply with the Fair Use Policy.

myShop will not be liable for any delay in performing any of their obligations under these Terms if the delay is beyond the reasonable control of myShop.

## **CUSTOMER ORDERS**

You are responsible for the orders that you place using this website including any errors, or discrepancies caused by you.

Orders placed by you are offers to purchase from this website under these Terms as well as the terms and conditions of any Partners and of Partner products. You must

ensure that you are aware and familiar with Partner terms and conditions of Partner products for the purchase of vouchers. Copies of Partner products terms and conditions are available upon request from myShop.

The promotion of vouchers on the myShop website does not constitute an offer to sell but is only an invitation to treat.

Once an order is received, a confirmation email will be sent confirming receipt of the order, however, this is not a guarantee that the voucher is available.

## **PRICE CHANGE**

myShop reserves the right to change pricing on products and to modify or remove a product without notice.

myShop take all reasonable care to ensure that all details and prices of products are correct at the time of online publication. myShop however reserves the right to correct any publishing errors on the website and cancel orders made at the incorrect price.

## **FAIR USE POLICY**

To ensure that all our members have equal and ongoing access to vouchers a fair use policy applies to the purchase of certain items. myShop reserves the right to not accept orders that they believe fall outside the fair usage guidelines.

In relation to pre-paid store cards our Fair Use Policy is:

The purchase of Pre-paid store cards are regulated by our Fair Use Policy. Purchasing more than \$2,000 of pre-paid cards (for all stores/retailers combined) in any one calendar month or more than \$24,000 of pre-paid cards (for all stores/retailers combined) in any 12 month period will be considered as excessive use. We will notify you if we deem your use to be excessive, and in breach of our Fair Use Policy and may ask you to reduce your purchase accordingly or we may cancel your order.

If you would like to make an order in excess of the Fair Use Policy you MUST contact us prior to making the order to ensure that we accept your order and will be able to fulfill your order. The acceptance or refusal of making excessive orders will be at the sole discretion of myShop.

## **FAIR USE POLICY**

## **PARTNERS**

myShop shall not be liable in any way in respect to Partner product terms and conditions and shall not be liable for any acts or conduct or inaction or misconduct of Partners.

All vouchers sold on the myShop website are offered on behalf of Partner providers. Any voucher purchased will only be redeemable for the specific goods or services provided by the Partner providers and will only be available for redemption for the period that is specified on the voucher that is purchased. The Partner providers are the sellers and supplier of the goods or services to which the voucher relates and is solely responsible for honouring the voucher purchased by you.

To the maximum extent permitted by law, myShop makes no warranty or representation regarding the standard of any goods or services that are supplied by Partner providers or that they are fit for purpose.

myShop will not responsible for any lost, expired or stolen Voucher.

Some Partner voucher may contain terms and conditions that supplement and are to be read in addition to these Terms and in the event of any inconsistency, the terms and conditions of the Partner will prevail to the extent of such inconsistency

## **EXPIRY DATES ON VOUCHERS/CARDS/COUPONS/TICKETS**

The expiry date on voucher purchased through the myShop website, is the date stated on the reverse side of the voucher (or is provided with the voucher) and is set by the Partner. In the event you have any issue with activation or expiry of a voucher, you should contact the relevant Partner who issued the voucher.

Vouchers are not redeemable for cash and cannot be transferred, sold or offered for sale without the relevant Partner's written consent or as otherwise permitted under the Partner's terms and conditions.

## **DELIVERY TIME**

### **Physical Voucher**

myShop uses reasonable endeavors to dispatch orders of physical vouchers within a usual processing period of 3 -4 business days for lodgment with Australia Post. However, from time to time due to seasonal demand, Partner stock supply and other unforeseen circumstances, dispatch periods may be extended for up to 14 days for lodgment with Australia Post. When you make a purchase, you do so on the understanding of the delivery times and possible delays. To the maximum extent permitted by law, myShop shall not be liable for any loss or damage (including consequential loss and damage) arising from any delay in delivery times.

myShop takes no responsibility for the effect of the delivery time on expiry dates of vouchers.

Please ensure that delivery addresses are accurate for your order as we are not able to redirect physical vouchers that have been sent once they have been dispatched. Where the delivery address is different from the billing address, please ensure that permission has been obtained for the disclosure of personal information under the Privacy Act for third party recipients.

Where an order is returned as unclaimed, refused or insufficiently addressed, we will contact you by email for further instructions. Please note that additional delivery fees will apply to have these orders resent.

### **Electronic Vouchers**

Electronic vouchers are provided by a Partner and are delivered to the email address provided during purchase. Please ensure you enter the correct email address as electronic vouchers **CANNOT** be resent or reissued

Please do not use Gmail as a delivery option for ordering of electronic vouchers as myShop cannot make any guarantee that such vouchers will be delivered.

### **POSTAGE AND HANDLING**

Postage charges apply to all orders of physical tickets.

Postage charges from the 1<sup>st</sup> March 2016 will be as follows and are subject to change:

**All orders for physical tickets \$500.00 and above MUST be sent by Registered Post to ensure tracking and guarantee delivery**

**Email:** FREE for Electronic Vouchers **ONLY**

**Express Post:** \$5.75

Australia Post advises next day delivery is available between all capital cities (except Darwin), and selected major towns. Orders are not insured, therefore this postage option is taken at your own risk. Non delivery due to Australia Post fault will result in your order **NOT** being replaced or refunded.

**Regular Mail:** \$1.00

Australia Post advises that delivery is 2-6 business days depending on destination. Orders are not insured, therefore this postage option is taken at your own risk. Non delivery due to Australia Post fault will result in your order **NOT** being replaced or refunded.

**Registered:** \$5.50 Compensation up to \$100.00. Extra cover is available for \$1.50 per \$100.00, or part thereof, in excess of \$100.00 and up to \$5,000.00. To purchase extra cover please call the Customer Service Team. Australia Post advises that delivery is 2-6 business days depending on destination. Australia Post offers compensation for loss or damage of the article.

## **CREDIT CARD FEES**

myShop reserves the right to offset bank credit card fees and to charge upto (2%) credit card fee for purchases paid by credit card.

## **PURCHASE CONDITIONS**

If you elect to purchase vouchers, you do so on the unconditional understanding of the possible delivery timeframes and delays, postage charges, credit card charges, restrictions on resupply and deliver of electronic vouchers and the Fair Use Policy that apply.

## **@work OFFER GUARANTEE**

For those customers who purchase under the @work promotion, in the unlikely event that a Partner does not honor the offer as show and you have met all the current conditions (including attempting to redeem the voucher prior to the stated expiry date and in accordance with the Partner terms and conditions and the Terms), @work will refund the amount equivalent to the saving you would have received if the voucher was accepted up to a maximum of \$50.00. To receive a refund, simply send a copy of the itemised invoice, voucher, refusal to honour the offer, your membership details, home address and bank account details to the address below. An electronic transfer will be completed within 14 business days.

## **REFUND POLICY**

Refunds and exchanges are at the discretion of myShop and do not cover change of mind, incorrect event, failure to use the voucher prior to the expiry date, incorrect date of event or delay in delivery times beyond those advertised. All refunds must be approved by myShop.

In the event that a refund is approved your will be notified by email. Please be advised that it may take up to 45 business days from the approval date.

If a replacement item is approved, you will be charged an administration fee of \$15.00 plus the cost of postage.

## **RELEASE**

myShop and its directors, officers, employees and agents shall not be liable for any loss or damage arising from or as a consequence of you using any voucher or obtaining any service from a Partner. To the maximum extent permitted by law, you release and forever discharge myShop from all claims, loss and damage arising from or in any way connected with the use of a voucher or obtaining any service from a Partner where myShop has not provided the service.

## **PRIVACY POLICY**

If any personal information is provided to myShop, our Privacy Policy will govern how we use or disclose the information provided.

## **PRIVACY POLICY**

## **JURISDICTION**

These Terms are governed and interpreted in accordance with the laws of Victoria and each party irrevocably submits to the non-exclusive jurisdiction of the state of Victoria.

## **Cashback**

Cashback Requests needing to be submitted within 30 days of making a purchase  
And for all concert and event – the offer expires as soon as the show date has passed