



# Terms & Conditions of the V&A Waterfront Gift Card

Your application for and use of the V&A Waterfront gift card shall be subject to the following terms and conditions.

## Definitions

In these terms and conditions, unless the context indicates otherwise –

- **"card"** means the V&A Waterfront Visa Gift Card;
- **"cardholder"** means any person who is the bearer of the card;
- **"you"** or **"your"** means the cardholder;
- **"we"** or **"us"** means V&A Waterfront, DrawCard and Bidvest Bank, or any of them as the context indicates;
- **"Drawcard"** means Drawcard (Proprietary) Limited (Registration No. 2003/019899/07);
- **"Bidvest Bank"** means Bidvest Bank Limited (Registration No.2000/006478/06);
- **"V&A Waterfront"** means Lexshell 44 General trading (Pty) Ltd (Registration No. 2006/024423/07);
- **"Visa"** means Visa International Services Association, and its subsidiaries, affiliates, successors or assigns, as amended, modified or substituted from time to time; and
- **"Visa Rules"** means those rules, regulations and by-laws published from time to time by Visa.

## I Your card

- I.1 You agree that these terms and conditions will govern your use of your card. You are required to inform any subsequent cardholder (whether by gift or otherwise) of these terms and conditions and to provide them with a copy thereof.
- I.2 The card may not be refunded or exchanged for cash or credit.
- I.3 We are required to verify your identity and will decline to issue a card if you cannot give us satisfactory proof of your identity (i.e. ID document).
- I.4 Bidvest Bank remains the owner of the card.

- 1.5 The card can be loaded with a minimum amount of R50 (fifty rand) and a maximum amount of R5000 (five thousand rand).

## **2 Using your card**

- 2.1 The card has an expiry date which is printed on the front of the card. Notwithstanding such expiry date the card will expire 3 (three) years after date of purchase.
- 2.2 The card may only be used in the Republic of South Africa.
- 2.3 The card may be used to pay for goods and services at suppliers/merchants who display the Visa Electron logo. When paying, you must sign a transaction slip and keep it for your records. No remote transactions are allowed, such as ordering via mail, telephone or Internet. The total Rand amount of purchases will be deducted from the value of the card, and transactions in excess of the card balance will be declined.
- 2.4 We will not be liable if a supplier/merchant refuses to accept the card.
- 2.5 We and Visa are not responsible for the services or merchandise purchased with the card or for the return or exchange thereof.
- 2.6 You acknowledge that your use of the card may be suspended or terminated from time to time for any reason whatsoever and that we shall have no liability whatsoever in consequence of any such suspension or termination.

## **3 Unauthorised use of your card**

- 3.1 You are responsible for the safekeeping and proper use of your card, and we will not be liable if it is damaged, lost, stolen or copied.
- 3.2 Original receipts of purchase need to be kept by the purchaser or recipient of the card and presented when reporting lost or stolen cards. Lost or stolen cards must be immediately reported to Drawcard's Customer Service Line, 086 111 1234, or the V&A Waterfront's Information Kiosk. DrawCard will stop the card as soon as reasonably possible after being advised, but you will be responsible for all payments made with the card before such notification.
- 3.3 Unauthorised transactions may be disputed by you and will be investigated by Drawcard after receipt of an affidavit from you that you did not authorise the transaction. You will be liable for any fee incurred as a result of such investigation.
- 3.4 We will not be liable for monies that cannot be recovered in time because of failure to present original receipts or the card number when reporting the card lost or stolen.
- 3.5 A replacement fee of R10 (ten rand) will be charged for a card to be replaced.

## **4 Malfunction of electronic facilities**

- 4.1 We are not responsible for any loss arising from any failure, malfunction or delay in any electronic device, resulting from circumstances beyond our reasonable control.

- 4.2 Unless a reversal or charge-back is allowed by and authorised pursuant to the Visa Rules –
- 4.2.1 we are unable to reverse or charge-back any payment;
  - 4.2.2 any dispute with a merchant/supplier regarding a reversal or charge-back should be resolved by you with that merchant/supplier; and
  - 4.2.3 all payments made to a merchant/supplier for any transaction shall be final and irreversible.

## 5 **Interest and other charges**

No interest will accrue on positive balances on your card.

## 6 **Applicability of Visa Rules**

To the extent relevant, the Visa Rules apply to your use of the card.

## 7 **Amendments to these terms and conditions**

- 7.1 We may, within our sole discretion and at any time, amend these terms and conditions.
- 7.2 You need to keep up to date with any amendments to these terms and conditions, which are available from the V&A Waterfront Information Kiosk.
- 7.3 The amendments will be binding on you and will form part of these terms and conditions.

## 8 **Third Party Service Providers**

You acknowledge and agree that V&A Waterfront shall be entitled to nominate any third party supplier/s (including, without limitation DrawCard and Bidvest Bank) to perform the card related functions or services required pursuant to the Visa Rules, including without limitation, transaction authorisation and settlement services on its behalf.

## 9 **Unlawful Use**

- 9.1 The card may not be used for any unlawful purpose, including the purchase of goods or services, prohibited by local law applicable in the Cardholder's jurisdiction.
- 9.2 Misuse of the card constitutes fraud.
- 9.3 The card cannot be used for banking transactions or to pay debtor's accounts.
- 9.4 South African law governs these rules.
- 9.5 You must comply with all relevant legislation at all times, including but not limited to legislation applicable to the combating of money laundering.

## 10 **General**

- 10.1 Card statements and balances can be requested by calling the DrawCard Customer Support Centre on 086 111 1234 or by smsing the card number to 41922 (VAS rates will apply for all sms balance enquiries).
- 10.2 Any favour or concession we may give you will not affect any of our rights.
- 10.3 By purchasing a V&A Waterfront Visa Gift Card you acknowledge acceptance of these terms and conditions.