

These terms and conditions set out your rights and responsibilities relating to the purchase and/or use of our gift cards, gift certificates, websites, apps and related services (Best gift cards, products, services). Best, we, us, our means, for Best gift cards issued for use within Australia, Best Content Pty Ltd (ABN 23 000 554 254) and for cards issued for use within New Zealand, Best Content NZ Limited (NZBN 9429051218430). You, your mean you as purchaser, recipient and/or user of Best gift cards, products or services. Purchases Gift cards are GST-free on purchase. GST and other taxes are not accounted for until cards are used to purchase goods or services from a participating venue. Applicable taxes will be collected by that venue at the time of that purchase. GST is calculated and included in the list price of other items including gift cards, gift boxes, shipping fees. An admin fee is charged on purchases in addition to advertised prices for goods and services. This is a variable fee calculated, added to online shopping carts and displayed on checkout. This covers costs of online payment processing and as at September 2024 is calculated at 1.1% of the purchase cost with a \$2.75 minimum and \$5.75 cap. Where discounts, bonuses and similar offers are advertised, unless expressly indicated otherwise: (a) discounts apply to gift card face values, greeting cards and gift boxes excluding shipping and admin fees; (b) for offers made subject to a minimum spend, that spend is calculated based on gift card face values excluding greeting cards, gift boxes, shipping and admin fees; (c) bonus cards are offered as bonuses with a shorter 12 month expiry period. Our cards Best gift cards are: (a) issued as a pre-paid gift card for use to purchase goods and services at participating venues in either Australia or New Zealand (but not both) (b) not legal tender, account cards, credit or debit cards or a securities (c) not redeemable for cash, reloadable, refundable, replaceable after expiry, or capable of having its value consolidated within a second card, and (d) issued by us and remain our property but are made available to you for your use subject to these terms and conditions. Card activation, delivery, cancellations, refunds and expiry Best gift cards are activated and ready for use: (a) if purchased directly on our websites or by calling our phone number, following successful completion of anti-fraud checks and measures which can take up to 72 hours from purchase, (b) if purchased at a participating physical store, when payment is made at the point-of-sale, or (c) if purchased via a third-party distributor, the activation, expiry date and remaining validity period applicable to your Best gift card are as determined by the distributor not by us. Orders for physical cards received before 3pm on business days (Sydney time) will be dispatched by the following business day by standard mail. Express post and courier delivery are available for an extra fee. Exchanges on Best gift cards are only offered for new cards with same expiry date, and refunds are only offered within 72 hours post purchase. Best gift cards expire three years from their activation date unless one of these exceptions applies: We may apply different expiry dates to cards that (a) we do not sell directly to consumers, (b) we provide for promotional or other purposes at a genuine discount, or (c) are specifically advertised for redemption in relation to a time-limited event. The relevant expiry date is set out on the card or can be checked at <https://www.bestrestaurants.com.au/best-restaurants-gift-card/check-gift-card-balance>. We may cancel any Best gift card, product or service, including gift card program as a whole, for any reason at any time without notice. In these cases, at our discretion we may either provide a refund or a replacement card of equivalent value. We may withhold issuing a refund or replacement where we reasonably suspect fraud or other illegitimate activity in relation to the card. In relation to Best gift cards purchased from a third party distributor, your relationship is with the distributor. Any claims you make in relation to card activation, delivery, validity and expiry including any notice of same should be made to the distributor. We set the expiry date of these cards by reference to the date on they are activated by the distributor, in all other respects you agree not to hold us responsible for any claims regarding early expiry or providing notice of the expiry date of these cards. Best gift cards cannot be redeemed after their expiry date. Any remaining card balance is forfeited. Your gift card, your responsibility You are responsible for the security and use of your Best gift card. Treat your card and card number as you would cash and “tap-and-go” cards. Keep your card, card number and user passwords to our websites and apps private and secure at all times. Protect your card number and PIN to ensure no one views and records those details. Any use of Best cards is deemed made by the original card recipient without recourse to us. As purchaser, you are responsible for entering the correct address for the recipient of your gift card. We are not liable for Best gift cards that are lost when sent to an

incorrect or unintended address that is specified in an order. We are not responsible for Best gift cards that are lost, stolen, defaced, mutilated or altered after being activated. We do not replace these cards or their stored value. Re-issue of faulty or damaged cards is not available unless the fault or damage to the card is proven to be a result of the production or issuing process or otherwise due to the fault of us or our agents or contractors or is otherwise required by law. To seek a return or refund in these limited circumstances, contact cardholder@bestrestaurants.com.au specifying the reason for your request and proof of purchase for us to review. If any value on a Best gift card has been spent we are unable to process a return or refund unless required by law. Check card expiry dates and status at <https://www.bestrestaurants.com.au/best-restaurants-gift-card/check-gift-card-balance>. We do not provide further notice of card expiry. Using your card, participating venues If you experience difficulties with card acceptance or other operational matters relating to the use of your Best gift card, contact us at cardholder@bestrestaurants.com.au so we can investigate and assist. The list of venues participating in our program always remains subject to daily change. Check our websites for venues specifically distinguished as “accepts Best gift cards” or similar label and note those websites also include other venues. Best gift cards cannot be used at any other venues, or in a different country to the one most directly associated with the website or physical store from which it was issued. Best gift cards cannot be used in conjunction with other promotional offers, subject to the sole discretion of the venue. Best gift cards cannot be used on their own to complete transactions that exceed the available card balance. For such transactions you will need to pay the difference by another method. The inclusion of particular venues and third-party products and services within our program, and the information we share with you about them, is provided as general information only. You should make your own enquiries with individual venues to ensure your requirements will be satisfied. You acknowledge that any issues you may experience in relation to products and services you purchase using your Best gift card are the responsibility of the participating venue and vendor involved, and you will not hold us responsible. We do not control the availability of bookings, appointments, quality of services provided or billing policies of participating venues. All references to their products and services are provided 'as is' without any warranty or implied terms or conditions of any kind. Errors, delays and failures beyond our reasonable control, limitation of liability We take care to be accurate, however sometimes errors can occur. We do not represent or warrant that any description, Best gift card, venue or pricing information displayed on our websites or mobile app is accurate, complete, reliable, current or error-free. In the event of an error, at our discretion we will endeavour to correct it as quickly as possible and revise your order accordingly, cancel the order and refund any charged amount, or provide further reasonable opportunities to use your Best gift card. We will not be liable or responsible for any delay or failure caused by circumstances beyond our reasonable control including without limitation, government restrictions, virus, pandemic, fire, flood, act of God, strikes, lock outs, stoppage of work, trade disputes, act of war or terrorism, or failure of public or private telecommunications networks or third party computer systems. If such an event takes place that affects your use of a Best gift card or our related services, our obligations will be suspended for the duration of the event. Under no circumstances will we be liable for any incidental, special, indirect, consequential, exemplary or punitive damages arising out of or related to the purchase or use of Best gift cards, promotions, or any of our related products and services however caused, regardless of the liability and even if we have been advised of the possibility of such damages. Excluded parties and territories You must not purchase or use Best gift cards, products or services from us if you are (a) located in, under the control of, a national or resident of a country subject to any Australian or New Zealand Government embargo, (b) identified as a “Specially Designated National”, or (c) listed on any Australian or New Zealand Government export control list. In purchasing and/or using Best gift cards you warrant you are not an excluded party within the meaning of this section. Miscellaneous If you have a query or wish to make a complaint, first contact us at cardholder@bestrestaurants.com.au. Our privacy policy, <https://bestgiftgroup.com/privacy-policy>, forms part of and is incorporated by reference into these terms. We will collect, use and protect personal data which you provide to us in accordance with this policy. Separate terms and conditions apply to cards issued before 31 March 2018, contact cardholder@bestgiftgroup.com. If any provision of these terms and

conditions is deemed unlawful, void or unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions. The enforcement of these terms always remains solely at our discretion. A failure to enforce a provision in some instances does not constitute a waiver of our right to enforce that provision in other instances. For Best gift cards purchased from our Australian websites or at a participating Australian store, these terms and conditions and your rights are governed by the laws of New South Wales. For Best gift cards purchased from our New Zealand websites, these terms and conditions and your rights are governed by the laws of New Zealand. You agree that all disputes will be addressed in the relevant jurisdiction nominated in this section and according to its law. References to Best gift cards includes Best gift certificates, which are a separate product redeemable only at a specific venue for a specific type of experience, but are in all other respects governed by these same terms and conditions. We may modify these terms and conditions at any time by posting a revised version on our website. The modified terms are effective: (a) immediately for all new Best cards, products and services you receive from us on or after the day of publication, and (b) for any existing services, 28 calendar days after we publish the modified terms. By continuing to hold our Best gift cards and/or use our services after the effective date of the modified terms, you agree to be bound by them.