



**Please complete all mandatory fields.**

**Store Information**

Pillar

Store Banner

Store Number (Please enter your Metcash store number)

Trading Name

Store Address

Suburb

State

Postcode

Phone number

Email\*

*\*Please ensure to check your email for log-in credentials sent by Vii within 10 business days from the date the agreement is signed by both retailer and Metcash. You will expect to receive **two** emails from Vii with log-in credentials for Staff and Store Manager respectively.*

**Business information**

Entity Name

ABN

☐ My business address is the same as the store address above.

Business Address

Suburb

State

Postcode

Contact Name

Phone number

Mobile number

Email

**Bank details for settlement**

Name of Bank

BSB

Account Number

Account Name

**Please sign below to confirm you have read and agreed below Terms and Conditions of Agreement**

## Metcash digital gift cards

### Parties:

Metcash Trading Limited (ABN 61 000 031 569)  
1 Thomas Holt Drive, Macquarie Park NSW 2113  
Attention: Andrew Wyles  
Phone: +61 2 9741 3000  
Email: giftcards@metcash.com  
(Metcash)

Entity Name:

ABN:

Address:

Phone:

Email:

(Retailer, You, Your)

### Retailer details:

Retailer Outlet(s):

Point of Sale system (POS):

1. Metcash issues gift cards of specific value (**Gift Cards**) to customers, including through the [metcashgiftcards.com.au](http://metcashgiftcards.com.au) website (**Website**) and in participating Supa Valu, IGA, Foodland, Cellarbrations, The Bottle-O, Porters Liquor, Thirsty Camel, Mitre 10, Home Hardware, Total Tools stores and other participating stores (**Participating Stores**). Those Gift Cards are redeemable by customers in Participating Stores and may be offered for sale in Participating Stores.
2. This Agreement will become binding on You and Metcash, and entitles You to redeem Gift Cards in the Retailer Outlet(s) when Metcash notifies You that it has counter-signed this Agreement. You will also be entitled to sell Gift Cards in the Retailer Outlet(s) only when Metcash has confirmed to You in writing that Your point of sale system is integrated in the manner required by Metcash from time to time for the sale of Gift Cards.

### Retailer obligations

3. By signing this agreement You agree:
  - 3.1 to redeem valid Gift Cards in each Retailer Outlet for any amount, specified by the customer, up to the current value of the Gift Card;
  - 3.2 to fulfil Your obligations to any customer holding a valid Gift Card in accordance with the terms and conditions applicable to that Gift Card (as published on the Website);
  - 3.3 if You are entitled to sell Gift Cards in the Retailer Outlet(s):
    - a) to display and offer for sale the Gift Cards in each Retailer Outlet, in accordance with any training, procedures, guidelines or other instructions issued by Metcash from time to time;
    - b) to order from Metcash from time to time, in relation to each Retailer Outlet, an amount of Gift Cards in each available denomination sufficient to maintain a reasonable inventory at all times, having regard to projected sales of Gift Cards; and
  - 3.4 to participate in training provided by Metcash (or its representatives) in relation to Gift Cards, redemption and (if applicable) sale of the Gift Cards;
  - 3.5 to place on any website that You operate in relation to the Retailer Outlet(s) a link to the Website;
  - 3.6 to establish and/ or maintain the settlement account identified in the annexure to this Agreement (**Settlement Account**);
  - 3.7 if You are authorised to sell Gift Cards, to provide a direct debit authority (and such other forms and documents as Metcash may reasonably require in order to ensure compliance with this obligation) in favour of Metcash in relation to the Settlement Amount for the transfer of sums arising from sale of Gift Cards as set out in clause 3.8 below;

- 3.8 to ensure that there are sufficient clear funds available in the Settlement Account to allow sums to be debited to Metcash in accordance with clause 3.9;
- 3.9 that funds will be debited from and settled into Your nominated Settlement Account as follows:
- a) if on any day Gift Cards have been redeemed only (and none sold), Metcash will settle the redeemed value into the Settlement Account on the next Business Day;
  - b) if on any day Gift Cards have been sold only (and none redeemed), Metcash will debit from the Settlement Account the value of Gift Cards sold;
  - c) if the value of all Gift Cards sold by You on any day exceeds the value of all Gift Card payments redeemed by You on that same day, Metcash will debit from the Settlement Account the value of sold Gift Cards less the value of redeemed Gift Cards;
  - d) if the value of all Gift Cards redeemed by the Retailer on any day exceeds the value of all Gift Cards sold on that Business Day Metcash will, settle into the Settlement Account the value of redeemed Gift Cards less the value of sold Gift Cards;
- 3.10 to implement:
- a) the point of sale (**POS**) web service developers guidelines (as provided by Metcash) to ensure that the POS system at each Retailer Outlet complies with those guidelines; and
  - b) any other procedures, guidelines or other instructions that are reasonably necessary to facilitate the sale and redemption of Gift Cards in accordance with this Agreement (including in relation to POS integration) that are notified in writing in advance by Metcash;
- 3.11 that You will give Metcash 30 days' prior written notice if the details of Your Settlement Account or POS system change;
- 3.12 that You will not make any unauthorised use of the services or materials made available to You in connection with this Agreement;
- 3.13 that You will not engage in any wilful misconduct in respect of the Gift Cards;
- 3.14 that any software that underlies the Gift Cards and their sale and/or redemption, and any other documents, spreadsheets, databases, files, know-how, training materials, manuals, methodologies, information, technology assets or other materials that are provided to You in connection with this Agreement (**Materials**) are not Your Property and that Your rights to use those Materials are limited to use in accordance with this Agreement;
- 3.15 that any intellectual property rights in the Materials are not transferred to You under this agreement;
- 3.16 that You will not copy, alter, modify, reverse engineer or reproduce the Materials or any part thereof or permit a third party to do so;
- 3.17 that the Materials are made available on an 'as is' basis for Your use and must not be distributed to or shared with any third party; and
- 3.18 that rights, title and interest in any intellectual property rights in, connected to, based on or derived from, in any way with the Materials, will vest in and be owned by Vii Pty Limited (ACN 619 963 263) from the date of its creation.

#### **Metcash obligations**

4. By signing this Agreement, Metcash agrees:
- 4.1 that it will use reasonable endeavours to maintain, or maintain access to, an inventory of Gift Cards that is equal to at least [one month] of projected sales;
  - 4.2 to promptly process reasonable orders received from the Retailer in accordance with clause 3.3;
  - 4.3 that it will use reasonable endeavours to maintain the Website and offer Gift Cards to customers via the Website; and

- 4.4 that it will transfer amounts due to the Retailer in accordance with clause 3.8 to the Settlement Account within 1 Business Day.

#### Termination and suspension

5. Either party may terminate this Agreement by giving the other party 30 days' written notice, using the details set out at the top of this Agreement, or any updated contact details provided by parties from time to time.
6. If Metcash reasonably believes that You have materially breached this Agreement (including by failing to comply with such reasonable procedures, guidelines and/or other instructions as may be issued by Metcash from time to time in relation to the sale or redemption of Gift Cards), Metcash may with immediate effect:
- a) revoke Your authorisation to sell Gift Cards under this Agreement; and/or
  - b) terminate or suspend this Agreement in whole or in part,
- in each case by giving You written notice, using the details set out at the top of this Agreement or any updated contact details provided by You from time to time;
7. If Your authorisation to sell the Gift Cards is revoked or if this Agreement is terminated or suspended (in whole or in part), You agree to promptly deliver up to Metcash all Gift Cards and other Materials that remain in Your possession or at the Retailer Outlet(s).

#### General

8. This Agreement will commence on the date that Metcash gives notice to the Retailer in accordance with clause 2.
9. You are free to participate in this arrangement at Your sole discretion.
10. This application is personal to You, and cannot be assigned or transferred.
11. This Agreement is governed by the laws of New South Wales, Australia, and the parties submit to the non-exclusive jurisdiction of the courts in and of New South Wales, Australia.

<b>Signed</b> for and on behalf of	)	<b>Signed</b> for and on behalf of	)
	)	<b>Metcash Trading Limited</b>	)
by its duly authorised representative	)	by its duly authorised representative	)

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Signature of authorised representative

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Signature of authorised representative

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Name of authorised representative  
(please print)

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Name of authorised representative  
(please print)

☐ By executing this Agreement, the Retailer acknowledges it has read and understood and agrees to be bound by this Agreement.  
I represent and warrant that I am duly authorised to sign this form as the authorised representative of the Retailer.



## ANNEX

### Settlement Account

Name of Bank

BSB

Account Number

Account Name