

RECIPIENT TERMS AND CONDITIONS – WITH IMPACT LIMITED

These Recipient Terms and Conditions (“**Terms**”) are issued by With Impact Limited (“**With Impact**”, “**we**”, “**us**”, “**our**”) and apply to recipients (“**Recipient**”, “**you**”, “**your**”) of a valid With Impact ‘Choose your Gift Card’ (“**Card**”) from a ‘Gifto’ or customer registered with us (“**Gifto**”), and access and use of the website www.withimpact.nz (including the QR codes or URLs on your Card) (“**Website**”) by Recipients.

Please read these Terms carefully. These Terms and our Privacy Policy apply to access and use of the Website and use of Cards.

Redeeming your Gift

1. You are able to redeem one (1) gift online from the Website by entering the unique URL (or scanning the QR code) and the unique code on the Card (“**Gift**”). Your Card will be issued by us in either physical form or via an email sent as part of the Gifto’s gift campaign. The Gift is from a selection of gifts collected by With Impact and the Gifto within a budget for the Gift selected by the Gifto. Alternatively, you may elect to donate the value of your Gift to one of 65 New Zealand registered charities (see paragraph 7 below).
2. Your Gift is intended for personal, domestic or household use or consumption unless you elect to donate your Gift to charity in accordance with clause 7. As With Impact’s Gift catalogue has been tailored for recipients, there is no substitution permitted for other products offered by With Impact (you may only select your Gift from the products viewable by you when using your Card).
3. Your Card is issued on a prepaid basis so the Gift budget cannot be increased and is not viewable by you.
4. Your Card must be used before it expires (“**Expiry Date**”). Cards have at least 25 months from the date of issue remaining before the Expiry Date. The date of issue and Expiry Date are printed on the Card and as expiry month and year. If you do not redeem a Gift by the Expiry Date, you will no longer be able to redeem your Gift or otherwise use the Card.
5. Your Card cannot be returned, reloaded or exchanged for payment from us.
6. You are not permitted to resell or offer your Card for supply.

Charitable donations

7. Where you elect to donate the value of your Gift to one of 65 New Zealand registered charities noted on the Website then With Impact will donate the value of the unused gift to The Good Registry Limited at Auckland (company number 6435733) for it to allocate to the charity you selected (which is handled by its registered charitable trust, CC54846). You acknowledge and agree that:
 - (a) the donation will be treated as a donation from With Impact and not from you or the Gifto; and
 - (b) an administration fee of 10 percent of the value of the unused Gift will be deducted from the donation.

What happens if I lose my Card?

8. When you first use your Card (see paragraph 1 above) you will be asked to provide your email address so we may contact you about your Gift. It is highly recommended that you provide us with your email address because then we will have a record of your email against your unique gift number. If your card is lost or stolen, then your email address can be used to assist in assessing your Card. If you do not provide this information, we will not be able to connect you with your Card or be required to do anything to replace your Card.
9. You are responsible for keeping your Card secure and for the loss suffered if you give or disclose it to another person who redeems the Gift intended for you.

Suspension

10. We may suspend your Card and retain the authority to do so if we reasonably believe it has been acquired or used in a dishonest or fraudulent manner, where the Card is being used for an illegal purpose or if you breach these Terms.

Delivery

11. Your Card covers the cost of your Gift, taxes and delivery within New Zealand only. No further payment is required from you.

Returns and Change of Mind Policy

12. You can return your Gift to us if there are defects or damage and we will provide a remedy in accordance with the Consumer Guarantees Act 1993 (“CGA”).
13. We also want you to be happy with your Gift, so in addition to your CGA rights, we offer an exchange for change of mind if:
 - (a) the Gift is returned with 30 days of receipt;
 - (b) the Gift is in its original condition/unused (including all labels and packaging); and
 - (c) the exchanged Gift is within the budget for the Gift selected by the Gifter.

Consumer Guarantees Act

14. Nothing in these Terms affects a Recipient’s rights pursuant to the CGA, or excludes or restricts any liability for death or personal injury arising from our negligence or fraud or any other liability which cannot be excluded or limited under New Zealand law.

Your obligations

15. You will not, and will not permit any other third party to:
 - (a) use the Website or your Card for any unlawful purpose, or in any way that constitutes misuse, or resale or other commercial use of the Website, the Card or our services;
 - (b) interfere with the proper working of the Website (including its functionality, integrity, performance). For example, by attempting to gain unauthorised access to the Website or by introducing a virus or harmful code.

Privacy and Data Collection

16. By accessing our Website, and so that you can redeem a Gift we will need to collect personal information from you which will be done in accordance with our Privacy Policy assessable on our Website.
17. You confirm that we may collect data on:
 - (a) Gifts redeemed by you (including Gift selection) on the Gifter’s behalf, which includes access reports, user feedback and surveys;
 - (b) on redemption of Gifts by you;
 - (c) your use of the Website (including by monitoring Gifts viewed by you) (“Data”).
18. You confirm we may use, reproduce, modify, share, store and process the Data for the purposes of:
 - (a) our reporting on the Gifter’s corporate gifting programme through With Impact;
 - (b) making such Data publicly available and using such information to the extent and in the manner required by applicable law or regulation including for data gathering, analysis, service enhancement and marketing, provided that such Data does not identify you.
19. All rights and interests in the Data, belong to and are retained solely by With Impact.

General

20. Nothing in these Terms grants you any rights and/or interest in and to the intellectual property rights of With Impact. With Impact reserves its rights to the WITH IMPACT brand and trade mark.
21. If part or all of any provision of this Agreement is illegal or unenforceable, this will be interpreted as may be necessary to ensure it is not illegal or unenforceable. If any provision (or part of it) cannot be interpreted in that way, the provision (or part of it) will be severed from these Terms and the remaining provisions will continue in full force and effect.
22. We reserve the right to revise and amend the Terms in our discretion, by publishing the amended Terms on our Website. Changes will take effect within 14 days of publishing the updated Terms on our Website. For clarity, the Terms in force and current on the issue date of your Card are those that will apply.
23. These Terms are governed by the laws of New Zealand.

TERMS VALID AS AT 1 NOVEMBER 2023