



# Share Gifting

## Terms and Conditions

### GENERAL



- ESC Operations Pty Ltd trading as Upstreet (“Upstreet”, “we”, “us” or “our”) is the issuer of Upstreet Share Gifting (“Gift Card(s)”).
- These terms and conditions are applicable to the purchaser and redeemer of a Gift Card. By purchasing or redeeming a Gift Card, you acknowledge and agree to these terms and conditions and Upstreet’s general terms and conditions, available on our website, [www.upstreet.co](http://www.upstreet.co).

### EXPIRY DATE



- Gift Cards expire on the date that is 36 months following the date of purchase (“Expiry Date”). After the Expiry Date, a Gift Card cannot be used or redeemed and any unredeemed value on the Gift Card is lost and becomes the property of Upstreet.

### NON-REFUNDABLE AND CANCELLATION



- Gift Cards are non-refundable. Gift Cards cannot be cancelled or returned once purchased and no refunds will be given in relation to the value of Gift Card.
- Where a Gift Card is lost or stolen, it cannot be cancelled or replaced. Upstreet is not responsible for any loss, direct or indirect, suffered by a purchaser or recipient of a Gift Card.
- Despite anything else in these terms and conditions, Upstreet reserves the right to refuse, cancel or void any Gift Card or the redemption of any Gift card where:
  - The Gift Card has been issued in error;
  - For any breaches or non-compliance with these terms and conditions or Upstreet’s Terms and Conditions;
  - If required to do so by law, any regulatory or government authority or court; or
  - If Upstreet reasonably suspects that the Gift Card (or its redemption) was obtained, or will be used, fraudulently or unlawfully.

## PURCHASE OF GIFT CARD



- Gift Cards may be purchased online through [giftsharing.upstreet.co](https://giftsharing.upstreet.co).
- All nominated recipients of a Gift Card must be Australian residents for tax purposes.
- Where the nominated recipient of the Gift Card is under 18 years of age, the personal details of the recipient's guardian must be provided during the purchase process in order for the Gift Card to be valid.
- A Gift Card may be purchased for a maximum amount of \$1000.00.

## REDEMPTION OF GIFT CARD



- In order to redeem a Gift Card where the redeemer is over 18 years of age, a person must meet the following requirements:
  - Be a member of the Upstreet Fund;
  - Have a registered Upstreet account, including a verified email and completed KYC check;
  - The redemption of the relevant Gift Card must not result in the relevant person having redeemed more than \$10,000.00 in Gift Cards in any three (3) month period.
  - Redeem the Gift card by navigating to the gift card redemption section of the Upstreet app and following the steps.
  - In a six (6) month period a member can only once "self-use" a purchased gift card. Upstreet reserves the right to reject the gift card redemption.
- In order to redeem a Gift Card where the redeemer is under 18 years of age, the recipient must require their nominated guardian to redeem the Gift Card on their behalf through the Upstreet app following the above steps.
- Upstreet reserves the right to request an eligible Gift Card redeemer to provide proof of identity, proof of age, proof of residency and/or proof of entry validity, in order to redeem the Gift Card and may engage other persons to verify these matters. Proof of identification, age, residency and entry considered suitable for verification is at the discretion of Upstreet. In the event that the identity of the eligible person cannot be verified or the eligible person is otherwise unable to redeem the Gift Card, the eligible person will forfeit the value of the Gift Card in whole and no substitute will be offered.

## ISSUES WITH REDEMPTION OF GIFT CARD



- If the redeemer is unable to redeem a Gift Card, Upstreet may investigate and, in its discretion, replace the Gift Card for a new Gift Card of equal value. Upstreet is not responsible for any loss, direct or indirect, suffered by the purchaser or redeemer from a non-functioning Gift Card.
- Upstreet is not required to replace any Gift Card that cannot be redeemed because the redeemer is unable to successfully set up an account for Upstreet including passing KYC and email verification.

## FEES



- Upstreet may charge fees on the purchase of a Gift Card. These fees will be displayed during the purchase process and your tax invoice.
- No fees apply to the redemption of a Gift Card.

## MISUSE AND DISCRETION OF UPSTREET



- You agree to not use Gift Cards as a way to transfer money from one person to another. Upstreet reserves the right to cancel any Gift Card or refuse the sale of a Gift Card in accordance with paragraph 3(c) where there is a suspicion of money laundering or financial crime.

## PRIVACY



- Upstreet Privacy Policy, available at [www.upstreet.co](http://www.upstreet.co), applies to Gift Cards.

## CHANGES TO TERMS AND CONDITIONS



- Upstreet may at any time, and without notice, change these terms and conditions.

