

ULTRA GIFT CARD
GENERAL TERMS AND CONDITIONS OF USE

1. The Gift Card (hereinafter, the Gift Card) is the property of the issuer Ultra Shoes (hereinafter, Ultra Shoes), the holder of the Gift Card is a mere depositary.
2. The Gift Card is valid for purchase of merchandise being sold in Ultra Shoes store or online at ultrashoes.co.nz
3. The price of the Gift Card can be paid by any of the means of payment accepted at the stores or at ultrashoes.co.nz, other than Ultra Loyalty Discount or another Ultra Gift Card.
4. Any outstanding balance of the Gift Card shall not be refunded, or exchanged for cash, except as required by law.
5. The Gift Card can be used as often as the holder thereof would like, until the total amount has been used up.
6. The remaining balance on the Gift Card shall be the difference between the remaining balance available prior to the purchase, and the relevant amount used up in such purchase. Where the purchase price is in excess of the remaining balance on the Gift Card, the difference may be paid through any payment means accepted instore at Ultra Shoes or online at ultrashoes.co.nz
7. The remaining balance on the Gift Card is shown on the cash register receipt every time a purchase is made with the Gift Card, for purchases made instore at Ultra Shoes, or in the information provided upon placing an order, for purchases made via ultrashoes.co.nz. The remaining balance of the Gift Card may be checked online at ultrashoes.co.nz/estore/giftcard.aspx
8. Products purchased with the Gift Card instore at Ultra Shoes shall be subject to the general purchase terms and conditions as any other products purchased at said store. Products purchased with the Gift Card via ultrashoes.co.nz shall be subject to the purchase terms and conditions shown on the website.
9. 1 Where appropriate, refund for products purchased with the Gift Card which are returned shall be made by Ultra Shoes, by crediting the price of the returned product onto a new Gift Card.
- 9.2 Refund methods hereunder provided are an essential term, and as such, they are deemed to be expressly accepted upon purchasing and/or using the Gift Card.
10. The Gift Card is valid for 12 months from date of issue and shall remain valid until this time.
11. The Gift Card is a bearer instrument. Its holder shall be solely responsible for the use and custody of the Gift Card. The Gift Card shall not be replaced in case of theft, loss or damage thereof. However, Ultra Shoes may replace the Gift Card in case of change of format of the Gift Card.
12. Where an E-Gift Card is purchased via ultrashoes.co.nz, Ultra Shoes shall not be responsible for the non-receipt or the delay in receiving such E-Gift Card by its intended recipient on grounds beyond Ultra Shoes control, including inter alia: (i) the deficiencies or the breakdown of telecommunications lines/systems, (ii) the delay in the transmission of information or data or the loss of information or data which may occur under any of the circumstances provided under letter (i) above; (iii) the inaccuracy of the details of the recipient of the E-Gift Card provided by the purchaser of the E-Gift Card; (iv) the non-delivery of the E-Gift Card at the e-mail address provided, or (v) the fact that the e-mail sent by ultrashoes.co.nz is deemed to be spam or unwanted e-mail.
13. Gift Cards originally obtained through any unlawful means shall be null and void and they shall not be used to purchase products, nor shall the price thereof be refunded.
14. The Gift Card shall not be used for the purposes of advertising or promoting products or services marketed by any third party other than the issuer of the card, unless prior written consent is given by this latter.
15. The purchase and/or use of the Gift Card entails the full acceptance of these terms and conditions.