

OMG! Decadent Donuts Gift Voucher Terms and Conditions

1. Introduction

These Terms and Conditions ("Terms") govern the purchase, use, and redemption of gift vouchers ("Vouchers") issued by OMG Decadent Pty Ltd ("we," "us," or "our"). By purchasing or redeeming a Voucher, you ("you," "your," or "customer") agree to be bound by these Terms.

2. Definitions

- Voucher: A prepaid certificate entitling the holder to redeem in multiples of 6-packs of OMG Decadent Donuts products.
- Licensee: An independent business owner authorised and licensed to operate under the OMG! Decadent Donuts brand and accept Vouchers in Australia.
- Recipient: The individual who receives the Voucher, either as a gift or by purchasing it for personal use.
- QR Code: A machine-readable code used to identify and validate the Voucher.

3. Purchasing Vouchers

3.1 Eligibility

- Purchases can be made via our official website: [omgdecadentdonuts.com or omgdonuts.com].

3.2 Purchase Process

- Minimum Order: The minimum purchase is one (1) 6-pack Voucher. Additional Vouchers can be purchased in multiples of six (6).
- Recipient Options:
 - Self-Use: You may purchase a Voucher for personal use.
 - Gift: You may purchase a Voucher to be sent directly to a Recipient's email address, along with a personalised message.

- Payment: Full payment is required at the time of purchase via our secure payment gateway. We accept major credit and debit cards through Stripe.

- Confirmation: Upon successful payment, a confirmation email will be sent to the purchaser.

4. Delivery of Vouchers

4.1 Electronic Delivery

- Vouchers are delivered electronically via email to the purchaser or the designated Recipient.

- Delivery Timeframe: Emails are typically sent within one (1) hour of purchase. Delivery times may vary due to technical reasons.

4.2 Responsibility

- It is the purchaser's responsibility to provide accurate email addresses for delivery.

- We are not liable for Vouchers that are lost, stolen, or undelivered due to incorrect information provided.

5. Redemption of Vouchers

5.1 Redemption Locations

- Vouchers are redeemable at any OMG Decadent Donuts location operated by our authorised Licensees within Australia.

5.2 Redemption Methods

- QR Code: Present the QR Code from the Voucher email at the point of sale. OR

- Voucher ID Number: Provide the unique Voucher ID number to the Licensee for manual verification.

5.3 Redemption Conditions

- Each Voucher is valid for a minimum of one (1) 6-pack of OMG Decadent Donuts products.
- Vouchers for more than one 6 pack can be redeemed in one or multiple transactions. Remaining 6 packs can be redeemed at a future time, within the validity timeframe of the voucher.
- We reserve the right to refuse to redeem vouchers to anyone for any reason at any time.
- You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the voucher, use of the voucher, or access to the voucher.

5.4 Validity Period

- Vouchers are valid for three (3) years from the date of purchase unless otherwise stated.
- Expired Vouchers are void and cannot be redeemed or extended.

6. Restrictions and Exclusions

6.1 Non-Transferable

- Vouchers are non-transferable and cannot be resold or exchanged for cash or credit.

6.2 Exclusions

- Vouchers cannot be used to purchase other gift vouchers.
- Vouchers are not valid in conjunction with any other promotion, discount, or offer unless explicitly stated.

7. Refunds and Cancellations

7.1 Refund Policy

- Change of Mind: We do not offer refunds or exchanges for change of mind.
- Faulty or Defective Vouchers: If a Voucher is faulty, defective, or damaged upon delivery, please contact us within seven (7) days for a replacement.

7.2 Cancellation by Us

- We reserve the right to cancel a Voucher if we believe it has been obtained fraudulently or in violation of these Terms.

8. Licensee Obligations

8.1 Acceptance of Vouchers

- Licensees are obligated to accept valid Vouchers in accordance with these Terms.

Licensees have the right to

8.2 Redemption Process

- Licensees must verify the authenticity of the Voucher via the provided QR Code or Voucher ID Number using the official OMG voucher website.

9. Limitation of Liability

- To the maximum extent permitted by law, we are not liable for any loss or damage arising from or in connection with the use of Vouchers, including but not limited to:

- Vouchers that are lost, stolen, damaged, or misused.
- Failure by a Licensee to honor a valid Voucher.
- Technical issues preventing the use or redemption of a Voucher.

10. Privacy and Data Protection

10.1 Personal Information

- We collect personal information necessary for the processing and delivery of Vouchers. This includes names, email addresses, and payment details.

10.2 Use of Information

- Personal information is used in accordance with our [Privacy Policy](#), which complies with the Australian Privacy Principles under the Privacy Act 1988 (Cth).

10.3 Consent

- By purchasing or redeeming a Voucher, you consent to the collection and use of your personal information as outlined.

11. Intellectual Property

- All content, trademarks, and data on our website and Vouchers, including but not limited to software, databases, text, graphics, icons, and hyperlinks, are the property of OMG Decadent Donuts (IP Pty Ltd and OMG Decadent Pty Ltd and are protected by law.

12. Governing Law

- These Terms are governed by and construed in accordance with the laws of the State of Queensland, Australia. Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of the courts of Queensland.

13. Changes to Terms and Conditions

- We reserve the right to amend these Terms at any time. Changes will be effective immediately upon posting on our website. It is your responsibility to review these Terms periodically.---

14. Contact Information

- Customer Support:

- Email: vouchers@omgdecadent.com

- Head Office Address:

- OMG Decadent Pty Ltd

- PO Box 3222

- Australia NEWSTEAD QLD 4006

15. Entire Agreement

- These Terms constitute the entire agreement between you and OMG Decadent Donuts regarding Vouchers and supersede any prior agreements or understandings.

16. Severability

- If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

17. Force Majeure

- We shall not be liable for any failure to perform our obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, or governmental sanction.

18. Complaints and Dispute Resolution

- Complaints: If you have any complaints regarding Vouchers or their use, please contact our customer support team.

- Dispute Resolution: Any disputes arising under these Terms shall be resolved through negotiation in good faith. If a resolution cannot be reached, the dispute shall be submitted to mediation or arbitration before resorting to litigation.

19. Electronic Communications

- By purchasing a Voucher, you agree to receive electronic communications from us, including emails relating to your purchase, Voucher delivery, and promotional offers, in accordance with our Privacy Policy.

20. Fraud and Abuse

- Any suspected fraud, misuse, or abuse of Vouchers may result in immediate cancellation of the Voucher without notice and may constitute a violation of civil or criminal law.

21. Assignment

- We may assign our rights and obligations under these Terms to any third party at any time without notice to you.

Please retain a copy of these Terms for your records.

*For any questions or concerns regarding these Terms and Conditions, please contact us at vouchers@omgdecadentdonuts.com.au