



Nextround – User Terms & Conditions

Effective date: 01/06/2018

1. How Nextround works

The Nextround application (referred to as the “App”, “Marketplace” and “Platform”) is provided by Nextround Pty Ltd, ACN 624 780 605. By using Nextround, Users (You) agree to comply with the Nextround Terms & Conditions.

Nextround works as a marketplace allowing users to purchase items from 3rd party merchants as gifts for a nominated recipient. A purchase entitles the user to nominate a recipient to receive a voucher for the item purchased, to be redeemed from the merchant. Payment for goods will be made through the Nextround marketplace and collection of goods from the 3rd party Merchant place of business is the responsibility of the voucher recipient.

2. Payment and fees

No additional fees are charged to Users in excess of the Merchant sale price for items purchased. Payment is made directly to the Merchant through the Nextround app. All contracts for purchase of items on the Nextround App are directly between the User and the Merchant.

Nextround does not sell, supply and/or provide any items related to the voucher other than the voucher itself. All items offered through the Nextround app are the responsibility of the Merchant displaying the items.

3. Redeeming vouchers

Vouchers can only be redeemed at the merchant place of business during the merchant’s business hours. Redemption is only for the items purchased and stated on the electronic voucher.

Vouchers are redeemable in their entirety only. If you redeem the Voucher with a Merchant for less than the original value of the items purchased, you are not entitled to a credit, refund or new voucher for the difference between the original value and the redeemed value. Reproduction of any Voucher is prohibited and will not be honored.

All vouchers are redeemed within the Nextround app. No manual redemption options exist. You must ensure you have appropriate connectivity to enable the use of the Nextround app.

4. Lucky Dip Feature

The initially nominated gift recipient will have exclusive right to the item purchased only for the first 30 days after date of purchase.

If the item is not redeemed within the first 30 days, recipient loses exclusivity and the item can then be redeemed by any Nextround User with sufficient credits. Access to these unredeemed items is available through the Lucky Dip feature of the Nextround app.

The Lucky Dip is a feature of the Nextround marketplace which displays all vouchers not redeemed by the Initial voucher recipient within the exclusivity period which is typically 30 days after purchase.

The initial voucher recipient has exclusive access to the voucher for the first 30 days, after which the item will then also be displayed in the lucky dip section of the app. The voucher is then available



through the lucky dip for any eligible Nextround user to redeem on a first come first served basis. The initial recipient will lose their exclusive right to the voucher and will not be able to redeem if another user has already redeemed.

Nextround users eligible to redeem items in the lucky dip must have sufficient lucky dip credits (gained through Nextround issued promo codes or rewarded for purchases). All lucky dip vouchers can only be redeemed once and will be provided on a first come first served basis.

5. Responsibilities and warranties of users

Users will not provide false data including false names, addresses and/or contact or payment details; or engage in any unlawful activity in connection with the purchase or use of a Voucher, or allow anyone else to do so.

Any attempt to redeem a Voucher contrary to these Terms of Sale may render a Voucher void at Nextround's discretion.

Users also warrant that:

- a) You are 18 years old or above
- b) You are capable of entering into a legally binding contract
- c) You understand and acknowledge that any purchase you make for a recipient provides exclusive use of the purchased item only for the initial 30 days, after which the item will be provided to any eligible Nextround user on a first come first serve basis
- d) You understand and acknowledge that the Merchant, not Nextround, is responsible for providing the items purchased through the Nextround marketplace
- e) You do not have the right to use any content from Nextround for any purpose without consent
- f) You understand that your account may be suspended or terminated if Nextround believes you have been using Nextround in a manner not consistent with the intended use

6. Responsibility for resolution of disputes, complaints

If you, the user believe the Merchant has not sufficiently provided the items purchased, you must resolve the matter directly with the Merchant. The Merchant, not Nextround, is responsible for providing the items purchased or resolving any disputes or refunds. Nextround will provide support to both the User and Merchant to assist in resolving the issue to the extent we can.

When you make a purchase from the Merchant, you enter into a contract with the Merchant, not Nextround. The Merchant is responsible for provision of the items purchased and also for any refunds or resolution of disputes related to the purchase.

7. Nextround warranties and limitation of liability

Other than as result from any negligent, fraudulent or misrepresentative behavior, we are not liable for any losses or damages you may suffer, including any indirect or consequential losses that result from using the Nextround platform. Nextround does not promise the completeness, fitness for purpose or legality of the items sold by merchants and is not liable for the quality, safety, usability or any other aspect of these items.

8. Changes to user terms and conditions

Nextround may make changes to these terms and conditions from time to time and will communicate changes accordingly.