



## Gifting Terms & Conditions

Last Updated : 12th August 2019

## INTERPRETATION

In this Agreement unless the contrary intention appears:

- the singular includes the plural and vice versa;
- a reference to a gender includes each other gender;
- a reference to a regulatory guide, statute or other law includes regulations and other instruments made under it and consolidations, amendments or replacements of any of them; and
- a reference to a person includes:
  - an individual or a firm, body corporate or association (whether incorporated or not); and
  - the person's legal personal representatives, successors, substitutes, transferees and assigns.

## DEFINITIONS

**The following words have the indicated meanings in this Agreement unless the contrary intention appears:**

**Account** means your Stake account.

**Account Holder** means the persons named as the account holder.

**Agreement** means these terms and conditions.

**E-Gift** means a stored value electronic gift redeemable for the designated listed security noted on the gift for the stated amount.

**E-Gift Holder** means the person who holds an E-Gift.

**Exchange** means an official stock exchange whether Australian or overseas.

**Fees and Charges** means a fee and/or charge as set out on the Website.

**Force Majeure** means any delay or interruptions in fulfilling our obligations under these terms and conditions if the circumstances are beyond our reasonable control or the control of any Service Provider. This includes problems with your telecommunications services, internet service provider, computer hardware and/or software, or difficulties in sending or receiving emails.

**Gift Card** means a stored value gift redeemable for brokerage and/or the designated listed security noted on the gift for the stated amount.

**Gift Card Holder** means the person who holds a Gift Card.

**Information** means information and data periodically provided by us and Service Providers, including but not limited to data derived from the manipulation of any part of the information. This may include Account information, market information, news, updates, analyses, notifications, data and research materials relating to financial Services and products.

**Instructions** means your instructions to us to arrange to execute Transactions.

**Us, our, we, Stake** means Stakeshop Pty Ltd, its directors, employees and agents.

**Website** means [hellostake.com](http://hellostake.com) or any of its subsidiaries.

**You** means the Account Holder.

○

## **GIFT REDEMPTION**

-You may redeem a gift (by entering a gift redemption code on Stake) at any time.

-The gift is redeemable exclusively on Stake for the value of the securities noted on the card.

- Once the gift has been redeemed, the shares will be purchased by way of a market order only after:

- The recipient has successfully opened an Account; and
- The gift funds have arrived in the US and are cleared funds.

- However, you must first have opened an Account before an Instruction will be issued to purchase the Security.

- You must enter the redemption code contained on the E-Gift or Gift Card within 36 months of the date of issue of the E-Gift or Gift Card. If your Gift Card was issued prior to November 2019 it may have had an expiry date of 12 months only.