

## Gift Certificate Terms and Conditions

Last Updated: 09/19/2017

These Gift Certificate Terms and Conditions (hereinafter "Terms and Conditions") govern the purchase, use and redemption of gift certificates purchased online from INSPARATIONS DAY SPA LTD., d/b/a InSPArations Day Spa Ltd. Merle Norman Cosmetics ("Merle Norman & InSPArations Day Spa"). For questions, comments or suggestions, please contact Merle Norman & InSPArations Day Spa at:

InSPArations Day Spa Ltd. Merle Norman Cosmetics  
9817-116 Avenue  
Grande Prairie, AB T8V 4B4  
(780) 532-1767  
[www.insparationsgp.com](http://www.insparationsgp.com)

### Purchasing, Sending and Receiving Gift Certificates

- Gift certificates are void where prohibited or restricted by law.
- Gift certificates cannot be used to purchase gift certificates.
- Except as provided herein, gift certificates have no cash value.
- Gift certificates are not valid until payment has been received and successfully processed by Merle Norman & InSPArations Day Spa.
- Merle Norman & InSPArations Day Spa reserves the right to refuse service or reverse any gift certificate purchase for any reason and return the funds to the purchaser.

### Redeeming Gift Certificates

- Gift certificates are only redeemable at Merle Norman & InSPArations Day Spa for the amount or service specified on the gift certificate. Merle Norman & InSPArations Day Spa reserves the right to convert service-based gift certificates to their monetary value, equivalent to what was paid for the gift certificate, at its option and sole discretion.
- Except as required by law, gift certificates are not redeemable for cash and cannot be returned for a cash refund.
- Any unused balance of the gift certificate will remain until redeemed.
- If a purchase exceeds the amount listed on the gift certificate, the redeemer is responsible for paying the difference at time of purchase.
- For security purposes, a recipient may be required to show valid ID before he or she can redeem the gift certificate.
- Use and redemption of our gift certificates are also governed by our Privacy Policy.
- Gift certificates may or may not include sales or gross receipts taxes, and may be separately billed upon gift certificate redemption.

- Merle Norman & InSPArations Day Spa, its agents and vendors, are not responsible for tax increases occurring between the gift certificate issue date and date of redemption.
- Merle Norman & InSPArations Day Spa, its agents and vendors, may provide gift certificate purchasers with information about the redemption status of gift certificates.

## **Cancellation and Expiration of Gift Certificates**

- Merle Norman & InSPArations Day Spa reserves the right to immediately invalidate gift certificates, without notice, should it receive a credit card chargeback, returned check or other form of repudiated payment made towards the gift certificate.
- Merle Norman & InSPArations Day Spa is not responsible for lost or stolen gift certificates. Reasonable and prudent steps are taken to verify the legitimacy of a redeemer and upon full redemption, the gift certificate will be identified as not valid for payment of any kind.
- Merle Norman & InSPArations Day Spa reserves the right to dishonor the gift certificate, if it reasonably believes it was not validly purchased, has already been redeemed, or the redeemer stole or is otherwise not the intended beneficiary of the purchaser.
- Gift certificates have no expiration date.
- Merle Norman & InSPArations Day Spa may, at its sole option and discretion (unless required by law) replace a lost gift certificate, provided the original gift certificate is valid, has not been redeemed and the replacement is issued to the verifiable beneficiary of such gift certificate. Such replacement will be the beneficiary's sole remedy for such lost or misplaced gift certificates.

## **Miscellaneous Terms and Conditions**

- Merle Norman & InSPArations Day Spa reserves the right to change these Terms and Conditions from time to time in its sole discretion.
- Merle Norman & InSPArations Day Spa is not responsible for emailed gift certificates that do not reach their intended recipient for reasons beyond its control. Bounced email is not monitored. Receipt of email cannot be verified. Merle Norman & InSPArations Day Spa can only verify receipt of the gift certificate, if the recipient of the gift certificate actually uses the URL enclosed in the email message to access the gift certificate using an internet browser.
- Between 1am and 6am, MST, Merle Norman & InSPArations Day Spa processes future email delivery requests and ships out previously scheduled email. Merle Norman & InSPArations Day Spa is not responsible for late delivery of gift certificates.
- MERLE NORMAN & INSPARATIONS DAY SPA, ITS AGENTS AND AFFILIATES, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CERTIFICATES, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT A GIFT CERTIFICATE NUMBER OR BAR CODE IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND MERLE NORMAN & INSPARATIONS DAY SPA'S SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH GIFT CERTIFICATE.

- Gift certificates, and these Terms and Conditions, are subject to and governed by the laws of , without reference to its principles of conflicts of law.
- If any provision of these Terms and Conditions should, for any reason, be held invalid, prohibited by law or unenforceable in any respect, such term will not apply. However, the remainder of these Terms and Conditions shall be enforced to the full extent permitted by law. A court of competent jurisdiction is hereby empowered to modify the invalid, prohibited or unenforceable provision to make it valid and enforceable.
- Risk of loss will pass to the purchaser of the gift certificate upon the electronic transmission of such gift certificate to the recipient or purchaser.