

eGiftCard Terms and Conditions

1. General Terms

By visiting https://store.abovegroundartsupplies.com/inet/storefront/gift_cards.php you agree that the laws of the Province of Ontario, without regard to principles of conflict of laws, will govern these Gift Card terms and conditions ("Ts & Cs"). Above Ground reserves the right to change these Ts & Cs from time to time in its discretion. Above Ground Art Supplies eGift Cards are issued by Above Ground Art Supplies. Please refer to <http://www.abovegroundartsupplies.com> for additional Terms and Conditions.

2. eGiftCards

Above Ground Art Supplies eGiftCards are redeemable for any merchandise sold at accepted locations or online at abovegroundartsupplies.com. Above Ground Art Supplies eGiftCards are available for purchase [here](#). No fees of any kind will be imposed on purchasers or recipients of eGiftCards.

3. Redemption

Refer to <https://www.abovegroundartsupplies.com> for Terms and Conditions of redemption.

4. View Your Balance

To view your eGiftCard balance, follow the instructions below your eGiftCard, on the page linked from the email message which notified you of your gift or visit: https://store.abovegroundartsupplies.com/inet/storefront/check_gift_card.php

5. Returns

You may not return or cancel your Above Ground Art Supplies eGiftCard after it is received.

6. Lost or Stolen Gift Cards

If you suspect that someone has copied or stolen your eGiftCard, contact **Customer Support immediately**. eGiftCards will not be replaced if lost or stolen. eGiftCards have cash value and should be safeguarded accordingly. We are not liable for any lost or stolen value on e-gift cards.

7. Limitations

You may not use an eGiftCard to purchase other eGiftCards. eGiftCards cannot be reloaded, resold, transferred for value, or redeemed for cash, except to the extent required by law. Void if reloaded, resold, transferred for value, or redeemed for cash. Unused eGiftCards may not be transferred.

8. Our Policies

eGiftCards are subject to Above Ground's [Privacy Policy](#). Above Ground may provide eGiftCard purchasers with information about the redemption status

of eGiftCards.

9. **Risk of Loss**

Ownership and risk of loss of eGiftCards passes to the purchaser as soon as we send our confirmation to the recipient. We are not responsible for lost or stolen Gift Cards. If you have any questions, please see the [FAQs](#).

10. **Above Ground eGiftCard Customer Service**

If you need assistance with any aspect of your purchase, ownership, or use of your eGiftCard, please contact [Customer Support](#). Please refer to your order number, or be ready to supply your email address.

11. **Payment Methods**

Above Ground eGiftCards may be paid for with a valid VISA, MasterCard, or American Express, or in store with cash or debit card.

12. **Delivery Information and Requirements for eGiftCard Purchasers**

All orders of eGiftCards are subject to a process that compares purchaser information provided on the web site with information about the purchaser provided by the purchaser's financial institution. If there is a discrepancy, your eGiftCard order may be delayed until it can be corrected.

If the date on which you want an eGiftCard delivered has passed and you have not received confirmation that the eGiftCard was sent, please contact [Customer Support](#). Please refer to your order number, or be ready to supply your email address.

We are not responsible for eGiftCards that are undeliverable or not received due to your failure to enter an accurate email address for the recipient.

Please check to make sure the email address of the recipient is correct and contact [Customer Support](#) if you suspect the recipient did not receive his/her eGiftCard. Should an email be returned to us due to inaccurate delivery information for the recipient, we will attempt to contact you for a valid email address.

13. **Reasons for Failed Delivery**

If you have confirmed the recipient's email address but the eGiftCard has not been viewed within a reasonable period after the requested delivery date, following is a list of the most common reasons why delivery may have failed:

1. Spam filter blocked email or routed it to a bulk/spam folder
2. Recipient's firewall blocked the email
3. Email inbox is over size limit
4. Invalid email address If a spam filter is blocking info@abovegroundartsupplies.com emails from getting to an inbox, the email options will need to be modified so that info@abovegroundartsupplies.com emails are not considered spam.

If you need further assistance, contact [Customer Support](#). Please refer to your order number, or be ready to supply your email address.

14. **Personalized Messaging**

If you wish to add a personal message to an eGiftCard, simply type your

message in the Message field on the Gift Card preview.

Personal messages are limited in length to the space provided on the eGiftCard.

There is no additional charge to include a personalized message.

We don't read every gift message, but if we do find inappropriate, offensive or otherwise objectionable messages, we reserve the right to cancel them.

Thanks for your cooperation.

15. Limitation of Liability

Above Ground Art Supplies . AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND AFFILIATES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO EGIFTCARDS, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF AN EGIFTCARD CARD CODE IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH GIFT CARD. CERTAIN LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

16. Disputes

You hereby consent that any dispute relating in any way to Above Ground GiftCards shall be adjudicated in Toronto, ONTARIO, and you consent to exclusive jurisdiction and venue in such courts.