

# Birch Lane Gift Card Terms and Conditions

The following terms and conditions (the "Terms") apply to any Birch Lane gift card originally purchased by you or someone on your behalf (the "gift card") through one of the Birch Lane websites. Gift cards are issued by SK Retail, Inc. (referred to hereafter as either "Wayfair," "Perigold", "AllModern," "Birch Lane," "Joss & Main," "we," "us," or "our"). By purchasing a gift card, accepting and retaining a gift card, or using a gift card, you agree to these Terms.

- Gift cards do not expire.
- Gift cards are valid in the country and currency in which they were purchased. Gift cards purchased on Wayfair.com, AllModern.com, BirchLane.com, JossandMain.com, or Perigold.com can be used interchangeably. Gift cards purchased on Wayfair.ca can only be redeemed on Wayfair.ca. Gift cards purchased on Wayfair.co.uk can only be redeemed on Wayfair.co.uk. Gift cards purchased on Wayfair.de can only be redeemed on Wayfair.de.
- Gift cards cannot be used to purchase gift cards.
- Gift cards are not redeemable for cash and cannot be returned for a cash refund, except to the extent required by law.
- Gift cards are not re-sellable, and gift card orders cannot be cancelled, updated or refunded.
- E-gift cards may not be redeemable for up to 4 hours on weekdays, and up to 12 hours on weekends.
- Use of the gift card is limited to the amount of funds held on the gift card. The full amount of each purchase, including taxes, will be deducted from the funds held on the gift card, up to the total funds available on the gift card. Any unused balance will be placed in the recipient's gift card account and is not transferable. If you make a purchase and there are insufficient funds held on the gift card to cover that purchase, you must pay the difference by a valid credit card or debit card.
- The risk of loss and title for gift cards pass to the purchaser upon our electronic transmission to the purchaser. We are not responsible for and will not replace lost or stolen gift cards. Protect your gift card as if it were cash and safeguard the gift card from authorized use.
- Wayfair may provide gift card purchasers with information about the redemption status of gift cards.
- Wayfair reserves the right to change these Terms from time to time in its discretion. Such revised terms will be effective as to any gift cards purchased after the date said revised Terms are posted to the Wayfair websites.

- Resale of a gift card or use for unauthorized advertising, marketing, sweepstakes or other promotional purposes is strictly prohibited. Your right to use the funds on the gift card is a limited right, subject to these Terms and applicable law. We are not responsible for pricing, typographical, or other errors, in any offer and reserve the right to cancel any orders resulting from such errors.
- If we suspect any fraud or misuse in connection with a gift card, we reserve the right in our discretion to suspend or terminate use of the gift card.
- The consideration paid for the gift card, including any unredeemed balances, is the property of the Wayfair.
- We do not currently collect or maintain any personally identifiable information regarding the purchasers of the Cards. However, we reserve the right to obtain personal information about you in accordance with the privacy policy found [here](#) if such information is necessary to service the Card or respond to your inquiries or for other purposes.
- If any one or more of the covenants, agreements, provisions or terms of these Terms shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of these Terms shall in no way affect the validity or enforceability of the other provisions of these Terms.
- These Terms sets forth the entire understanding of the parties relating to the subject matter hereof, and all prior understandings, written or oral, are superseded by these Terms. All terms and conditions set forth herein are applicable to the extent permitted by law.