

GIFT CERTIFICATE TERMS & CONDITIONS

Gift certificate may be used at Blackberry Farm or the Blackberry Farm Gift Shop. Blackberry Farm is not responsible for lost, stolen, or damaged certificates or any unauthorized certificate use.

GIFT CERTIFICATES; BALANCE; REDEMPTION

The balance of your gift certificate equals the purchase denomination, less the amount of any purchases you make and any charges you incur pursuant to this Agreement. We may refer to your balance as your "Gift Certificate balance." To inquire about your Gift Certificate Balance, please contact us at (800) 557-8864. Purchases are deducted from your Gift Certificate Balance. If a purchase exceeds your Gift Certificate Balance, the remaining amount must be paid by another payment method accepted by the merchant. Gift certificates may only be redeemed toward the purchase of eligible goods and services provided by Blackberry Farm. These redemption rules are subject to change in Blackberry Farm's sole discretion.

LIMITATIONS

Gift certificates may not be used to purchase other gift certificates. Gift certificates cannot be resold, transferred for value, or redeemed for cash, except to the extent required by law.

RISK OF LOSS

We are not responsible if any gift certificate is lost, stolen, or destroyed, or if your gift certificate is used without your permission.

USE OF ANY GIFT CERTIFICATE IN VIOLATION OF THESE TERMS AND CONDITIONS.

We reserve the right to void gift certificates, close customer accounts, and bill alternative forms of payment if we suspect that a gift certificate is obtained, used, or applied to a purchase fraudulently, unlawfully, or otherwise in violation of these terms and conditions.

LIMITATION OF LIABILITY

WE 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.

DISPUTES

Dispute proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.

GENERAL TERMS.

No fees apply to gift certificates. When you purchase, receive, or apply a gift certificate to a purchase, you agree that the laws of the State of Tennessee, without regard to principles of conflict of laws, will govern these terms and conditions and any dispute that may arise between you and Blackberry Farm and its affiliates related to your use of a gift certificate. We reserve the right to change these terms and conditions from time to time in our discretion. All terms and conditions are applicable to the extent permitted by law. If any of these terms and conditions are deemed invalid, void, or for any reason unenforceable, that unenforceable term will be deemed severable and will not affect the validity and enforceability of any remaining terms and conditions.

PRIVACY OF INFORMATION

We reserve the right to disclose information to third parties about your gift certificate or the transactions you make in the following circumstances:

Where it is necessary for completing transactions; or
To comply with a government agency request, court orders, or other legal reporting requirements; or
If you give us your written permission; or
To our employees, auditors, affiliates, service providers, or attorneys as needed.

GIFT CERTIFICATE EXPIRATION

Your gift certificates do not expire and may be applied to eligible purchases.

