The following are the terms and conditions applicable to Amazon.com Gift Cards:

1 Redemption
Amazon.com Gift Cards ("Gift Cards") may only be redeemed toward the purchase of eligible goods and services provided by Amazon.com, LLC and its affiliates including redemption services provided by Amazon Payments, Inc. on www.amazon.com or its affiliated websites or smile.amazon.com, www.mytribute.com and fresh.amazon.com. Redemption of Gift Cards on any affiliated website is subject to change in our sole discretion. Purchases are deducted from the redeemer's Gift Card balance. Any unused Gift Card balance will be placed in the redeemer's Amazon.com account. If a purchase exceeds the redeemer's Gift Card balance, the remaining amount must be paid with another payment method. Gift Cards are non-refundable, non-replaceable, non-transferable, and non assignable. Gift Cards cannot be redeemed or exchanged for cash, except to the extent required by law. Unused Gift Card balances in an Amazon.com account may not be transferred to another Amazon.com account.

2 Limitations
Gift Cards may not be redeemed for the purchase of products or services at: www.amazon.com, www.amazon.ca, www.amazon.de, www.amazon.it, www.amazon.fr, www.amazon.co.uk, www.amazon.co.jp, www.amazon.cn, or any other website owned and operated by us, our affiliates or any other person or entity, except as indicated by these terms and conditions. Gift Cards cannot be used to purchase other gift cards. Gift Cards cannot be re-billed, re- credited, or re-accessed for value or redeemed for cash, except to the extent required by law. Unused Gift Card balances in an Amazon.com account may not be transferred to another Amazon.com account.

3 Risk of Loss
The risk of loss and title for Gift Cards pass to the purchaser upon our electronic transmission to the Gift Card on the purchase or designated recipient, or our delivery to the carrier, whichever is applicable. We are not responsible if any Gift Card is lost, stolen, destroyed or used without your permission.

4 Fraud
We will have the right to close customer accounts and prohibit certain forms of payment if a fraudulently obtained Gift Card is redeemed or used to make purchases on Amazon.com or any of its affiliated websites, or to bypass this agreement.

5 Limitation of Liability
WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFTCARDS INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT A GIFT CARD IS NON-FUNCTIONAL, YOUR SOLE REMEDIES AND OUR SOLE LIABILITY WILL BE THE REPLACEMENT OF SUCH GIFT CARD. CERTAIN STATE 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 MAY HAVE ADDITIONAL RIGHTS.

6 Disputes
Any dispute or claim relating in any way to Gift Cards will be exclusively resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court, including injunctive and declaratory relief or statutory damages and must follow the terms of these Gift Card terms and conditions as a court would.

To begin an arbitration proceeding you must send a written request for arbitration and demand for proceeding to our registered agent Corporation Service Company, 306 Sunrise Way, Suite 300, Santa Ana, CA 92704. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.aaa.com or by calling 1-800-715-3673. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will
We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than arbitration, we each waive any right to a jury trial. We and you also agree that, to the extent permitted by law, you will be bound by any final arbitral award.