

These Gift Certificate Terms and Conditions (hereinafter "Terms and Conditions") govern the purchase, use and redemption of gift certificates purchased online from DIVAN Restaurant of McLean. For questions, comments or suggestions, please contact DIVAN Restaurant of McLean at:

DIVAN Restaurant of McLean
1313 Old Chain Bridge Road
McLean, VA 22101
(703) 712-7309
www.divanrestaurantva.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 DIVAN Restaurant of McLean.

DIVAN Restaurant of McLean 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 DIVAN Restaurant of McLean for the amount or service specified on the gift certificate, by the expiration date indicated. DIVAN Restaurant of McLean 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 or the original expiration date indicated on the gift certificate, whichever occurs first.

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.

DIVAN Restaurant of McLean, its agents and vendors, may provide gift certificate purchasers with information about the redemption status of gift certificates.

Cancellation and Expiration of Gift Certificates

DIVAN Restaurant of McLean 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.

DIVAN Restaurant of McLean 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 or at the expiration date, the gift certificate will be identified as not valid for payment of any kind.

DIVAN Restaurant of McLean 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 are not valid or redeemable after the expiration date indicated on the gift certificate.

DIVAN Restaurant of McLean will replace a valid lost gift certificate, provided the original gift certificate hasn't been redeemed and the replacement is issued to either the original purchaser or a verifiable recipient.

DIVAN Restaurant of McLean reserves the right to contact gift certificate purchasers, or known recipients, to remind them of upcoming expiration dates.

Miscellaneous Terms and Conditions

DIVAN Restaurant of McLean reserves the right to change these Terms and Conditions from time to time in its sole discretion.

DIVAN Restaurant of McLean 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. DIVAN Restaurant of McLean 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, DIVAN Restaurant of McLean processes future email delivery requests and ships out previously scheduled email. DIVAN Restaurant of McLean is not responsible for late delivery of gift certificates.

DIVAN Restaurant of McLean, 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 DIVAN Restaurant of McLean'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 Virginia, 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.