

# ESSENTIALS CARD AND GROCERIES ONLY CARD TERMS AND CONDITIONS

**Date:** May 2010.

**Product Issuer:**

Woolworths Limited ABN 88 000 014 675  
1 Woolworths Way  
Bella Vista NSW 2153  
[everydaygiftcards.com.au](http://everydaygiftcards.com.au)

**TERMS AND CONDITIONS:**

**1. Definitions**

In the terms and conditions:

"**activate**" means the initial loading of value onto an Essentials Card or Groceries Only Card.

"**Card**" means an Essentials Card or Groceries Only Card, as the case may be.

"**Card Balance**" means the unspent value of a Card.

"**Card Number**" means the 19-digit number that appears on the back of a Card.

"**Essentials Card**" means an Essentials Card issued by us.

"**Essentials Card Participating Store**" means one of the stores listed on the Website ([everydaygiftcards.com.au](http://everydaygiftcards.com.au)) as a store which accepts payment using the Essentials Card, as amended from time to time.

"**Expiry Date**" means the date, being twelve (12) months from the date of purchase, after which any remaining funds on a Card will not be available for redemption.

"**Groceries Only Card**" means a Groceries Only Card issued by us.

"**Groceries Only Card Participating Store**" means one of the stores listed on the Website ([everydaygiftcards.com.au](http://everydaygiftcards.com.au)) as a store which accepts payment using the Groceries Only Card, as amended from time to time.

"**Participating Store**" means:

- (a) in relation to Essentials Cards, an Essentials Card Participating Store; or
- (b) in relation to Groceries Only Cards, a Groceries Only Card Participating Store.

"**PIN**" means the 4-digit number on the back of a Card which is required to make a transaction or transaction enquiry.

"**redeem**" means to reduce the value of your Essentials Card or Groceries Only Card by using that Essentials Card or Groceries Only Card to purchase goods or services.

"**Website**" means [everydaygiftcards.com.au](http://everydaygiftcards.com.au), [WISHgiftcard.com.au](http://WISHgiftcard.com.au), and [essentialscard.com.au](http://essentialscard.com.au)

"**WISH Gift Card**" means a WISH Gift Card, Woolworths Supermarket Gift Card, BIG W Gift Card, Dick Smith Gift Card, CALTEX WOOLWORTHS co-branded Petrol Gift Card, BWS Gift Card, Dan Murphy's Gift Card, Thomas Dux Grocer Gift Card and Woolworths Liquor Gift Card issued by us.

A reference to "**we**", "**us**" or "**our**" is a reference to Woolworths Limited.

A reference to "**you**" or "**your**" is a reference to the person who is taken to agree to these terms and conditions under Clause 2.

## **2. Agreeing to the terms and conditions**

**2.1** These terms and conditions apply to each Card, unless the context is such that it only applies to the Essentials Card or the Groceries Only Card, as the case may be.

**2.2** You agree to be bound by these terms and conditions by purchasing, activating, using, or attempting to use a Card or by making a transaction enquiry or exercising any right to redeem value loaded on a Card.

**2.3** By purchasing, activating, using or attempting to use a Card, or by making a transaction enquiry or exercising any right to redeem value loaded on a Card, you warrant to us that you will comply with these terms and conditions and all applicable laws and that the Card will not be used in any manner that is unlawful, misleading, deceptive, unfair or otherwise harmful to consumers.

**2.4** If you are giving a Card to another person, you should ensure that he or she is aware of the terms and conditions that apply to the Card and the **relevant Expiry Date of the Card**.

## **3. Purchasing a Card**

**3.1** Essentials Cards can be purchased online at the Website. For more information, visit the Website.

**3.2** Groceries Only Cards can be purchased by fax (on 02 8888 0505) or via email (on [bulkgcorders@woolworths.com.au](mailto:bulkgcorders@woolworths.com.au)). For more information, visit the Website

**3.3** A minimum of **\$5** and a maximum of **\$500** can be loaded on each Card using our bulk order process. At our absolute discretion, we may change the minimum and maximum amounts that can be loaded on a Card. If we decide to do this, we will publish details on the Website.

**3.4** Value loaded onto a Card is not a qualifying amount for the purposes of any offer from time to time of a discount on fuel purchases. See [www.woolworths.com.au/AboutUs/OurServices/petroltermsandconditions.asp](http://www.woolworths.com.au/AboutUs/OurServices/petroltermsandconditions.asp) for full details of any current fuel discount offer.

**3.5** Value loaded onto a Card is not a qualifying amount for the purposes of any Qantas Frequent Flyer points offered through the Woolworths Everyday Rewards Program. See [www.everydayrewards.com.au](http://www.everydayrewards.com.au) for full details of the Everyday Rewards program.

**3.6** There may be a delay between when you pay for a Card and when the Card is activated. During the period of delay, the Card cannot be used to make purchases or transaction enquiries.

**3.7** Your Card is **valid for use until the Expiry Date**, being 12 months from the date of its purchase. Any unspent value **cannot** be used or redeemed after that date. At our absolute discretion, we may change the period of validity of Cards. If we decide to do this, we will publish details on the Website.

## **4. Redeeming your Card**

**4.1** You must present your Card to the checkout operator each time you purchase goods or services using your Card.

**4.2** Your Essentials Card can be redeemed for goods and services from any Essentials Card Participating Store up to the value loaded onto your Essentials Card. Value redeemed is deducted from the Card Balance of your Essentials Card.

**4.3** The Essentials Card and Grocery Only Cards cannot be used for online purchases, at stand alone photo kiosks, DVD vending machines and mobile EFTPOS terminals.

**4.4** Your Groceries Only Card can be redeemed for goods and services from any Groceries Only Card Participating Store up to the value loaded onto your Groceries Only Card. Value

redeemed is deducted from the Card Balance of your Groceries Only Card.

**4.5** Card(s) cannot be refunded or used to obtain cash. You cannot use your Card to make a credit card payment or other transaction account deposits. Cards cannot be used to purchase WISH Gift Cards. Groceries Only Cards cannot be used to purchase Essentials Cards. Resale of a Card is strictly prohibited, except with our prior written consent. If approved, Gift Cards cannot be resold for more than the original purchase price. Cards that are resold in breach of this clause 4.5 will be invalid with the result that purchasers of those cards will not be able to use or redeem unspent value on their Cards.

**4.6** In addition, you cannot use your Card to purchase alcohol, tobacco products or Gift Cards.

**4.7** Your use of a Card at a Participating Store is subject at all times to the policies (and, where applicable, other terms and conditions) of that Participating Store regarding the goods and services made available by it. For example, if you are under the age of 16, your Card cannot be redeemed for knives or, if you are under 15, a Participating Store may not supply you with video games or other material classified as MA15+.

**4.8** Where the price of the goods or services being purchased with a Card exceeds the Card Balance, you must pay the amount exceeding the Card Balance by an alternative payment method at the discretion of the relevant Participating Store.

**4.9** Once your Card has expired, any unspent value cannot be used or redeemed by you.

**4.10** Once your Card has reached a nil balance, it cannot be re-activated.

**4.11** The redemption of Gift Cards is restricted to the purchase of standard retail quantities of goods.

## **5. No recharging of Cards**

5.1 After a Card has been activated; you cannot subsequently add value to it.

## **6. Transaction enquiries**

**6.1** You can check your Card's Expiry Date, transaction history and Card Balance by:

- (a) visiting the Website ([everydaygiftcards.com.au](http://everydaygiftcards.com.au)); or
- (b) calling 1300 665 249.

**6.2** To make a balance enquiry as set out above, you must enter your Card Number and PIN.

## **7. Lost or stolen Cards**

**7.1** You must treat your Card like cash. If your Card is damaged, please contact the person or organisation that gave you the Card. However, we have no obligation to replace or refund value for lost, stolen or damaged Cards.

**7.2** We reserve the right to place a stop on your Card if:

- (a) you report that your Card has been lost, stolen or damaged; or
- (b) we believe (or reasonably suspect) that you have used (or will use) your Card contrary to these terms and conditions.

**7.3** At our absolute discretion, we may change our policies and procedures on lost, stolen or damaged Cards. If we decide to do this, we will publish details on the Website.

## **8. Liability**

**8.1** You are responsible for the use and safety of your Card, and are liable for all transactions made on your Card.

**8.2** Subject at all times to the exceptions in paragraph 8.3, we are not liable to you for any loss or damage (whether direct, indirect, consequential or special) either in negligence, other tort, breach of contract, breach of warranty or for any other reason or cause whatsoever, arising out of or in connection with a Card, these terms and conditions or your use of the Website, including any loss or corruption of data, interference with or damage to your computer or any interruption, delay or failure in the Website. Our liability to you in contract, tort (including negligence), under statute or otherwise, will be reduced by the extent (if any) to which you caused or contributed to the loss or damage. This clause will apply even after this agreement has ended.

**8.3** The exclusions in paragraph 8.2 only apply to the extent permitted by law. In particular, nothing in paragraph 8.2 affects any rights that you may have under the Trade Practices Act or any State or Territory Fair Trading Act except that, where legislation implies any condition or warranty that cannot be excluded in these terms and conditions, we limit our liability for breach of any such implied conditions or warranties to the replacement or repair of the goods (or costs thereof) or re-supply of the services (or costs thereof).

## **9. Relationship with Woolworths Limited**

**9.1** Card(s) may be used as personal or business gifts, but must not be used in connection with any marketing, advertising or other promotional activities (including without limitation in websites, internet advertisements, email, telemarketing, direct mail, newspaper and magazine advertisements, and radio and television broadcasts) unless you obtain our prior written approval. Card(s) that are used in marketing, advertising or other promotional activities in breach of this clause 9.1 will be invalid with the result that recipients of those cards will not be able to use or redeem unspent value on their Card(s).

**9.2** Use of our name or brands, or any names, logos or get-up of any Card (other than in connection with the purchase or use of the Card), is strictly prohibited.

**9.3** You must not use a Card in any manner that states or implies that any person, website, business or product or service is endorsed or sponsored by or otherwise affiliated with us or any of our subsidiaries or affiliates.

## **10. Errors and complaints**

**10.1** If you have questions or if you wish to make a complaint about your Card, please contact the person or organisation that gave you the Card or email us using the Contact Us section of the Website.

**10.2** At our absolute discretion, we may change our policies and procedures in respect of errors and complaints. If we decide to do this, we will publish details on the Website.