

## RETURNS CARD TERMS AND CONDITIONS

Date: **September 2010**

**Product Issuer:**  
Woolworths Limited

ABN 88 000 014 675  
1 Woolworths Way  
Bella Vista NSW 2153  
everydaygiftcards.com.au

### TERMS AND CONDITIONS:

#### 1. Definitions

In the terms and conditions:

**"activate"** means the initial loading of value onto a Returns Card.

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

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

**"Expiry Date"** means the date, being six (6) months from the date of issue, after which any remaining funds on a Returns Card will not be available for redemption.

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

**"redeem"** means to reduce the value loaded on your Returns Card by using that Returns Card, to purchase goods or services.

**"Returns Card"** means a Returns Card issued by us.

**"Returns Card Participating Store"** means one of the stores listed on the Website as a store which accepts payment using the Returns Card, as amended from time to time.

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

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 Returns Card.

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

2.3 By activating, using or attempting to use a Returns Card, or by making a transaction enquiry or exercising any right to redeem value loaded on a Returns Card, you warrant to us that you will comply with these terms and conditions and all applicable laws and that the Returns 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 Returns Card to another person, you should ensure that he or she is aware of the terms and conditions that apply to the Returns Card and the **relevant Expiry Date of the Returns Card**.

#### 3. Receipt of a Returns Card

3.1 Value loaded onto a Returns Card at point of sale or otherwise 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.

**3.2** Value loaded onto a WISH Gift Card at point of sale or otherwise 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.

**3.3** There may be a delay between when the Returns Card is acquired and when the Returns Card is activated by our point of sale system. During the period of delay, the Returns Card cannot be used to make purchases or transaction enquiries.

**3.4** Your Returns Card is valid for use until the Expiry Date, being **6 months from the date of its activation**. Any unspent value **cannot** be used or redeemed after that date.

**3.5** The amount standing to the credit of the Returns Card and which is available to be redeemed is determined at the time of the issue of the Returns Card and cannot exceed \$500 at any one time.

#### **4. Making purchases with your Returns Card**

**4.1** Your Returns Card can be used at any **Returns Card Participating Store**, to purchase goods and services up to the value loaded onto your Returns Card. Value redeemed is deducted from the Card Balance.

**4.2** Returns Card can be used for online purchases at [woolworths.com.au](http://woolworths.com.au) and [BIGW.com.au](http://BIGW.com.au) (excluding BIG W Photos, BIG W Entertainment and BIG W online movie rentals).

**4.3** Returns Card cannot be used at stand alone photo kiosks, DVD vending machines and mobile EFTPOS terminals.

**4.4** Returns Cards cannot be refunded or used to obtain cash. You cannot use your Returns Card to make a credit card payment, to load a Woolworths Everyday Money Prepaid MasterCard, Woolworths Everyday Money Reloadable Prepaid MasterCard or other transaction account deposits. Resale of Returns Cards is strictly prohibited, except with our prior written consent.

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

**4.6** Where the price of the goods or services purchased with the Returns 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 Returns Card Participating Store.

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

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

#### **5. No recharging of the Returns Card**

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

#### **6. Transaction enquiries**

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

- (a) visiting the Website 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 Returns Cards**

**7.1** You must treat your Returns Card like cash. If your Returns Card is damaged, please contact the store which issued the Card. However, we have no obligation to replace or refund value for lost, stolen or damaged Returns Cards except where we have breached any condition or warranty implied under consumer protection legislation that cannot be excluded in these terms and conditions (for example warranties as to the exercise of due care and skill in providing services and as to fitness for purpose of materials we provide).

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

(a) you report that your Returns Card has been lost, stolen or damaged; or

(b) we believe (or reasonably suspect) that you have used (or will use) your Returns Card contrary to these terms and conditions.

## **8. Liability**

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

**8.3** The exclusion of our liability in paragraph 8.2 only applies to the extent permitted by law. Where consumer protection 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 re-supply of the services (or costs thereof). Any liability we have to you will be reduced by the extent (if any) to which you caused or contributed to the loss or damage. This clause 8 will apply even after this agreement has ended.

## **9. Relationship with Woolworths**

**9.1** Returns Cards 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.

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

**9.3** You must not use a Returns 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 Returns Card, please visit or contact the relevant Returns Card Participating Store.