

WISH GIFT CARD TERMS AND CONDITIONS

Date: June 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 WISH Gift Card.

"Card Balance" means the unspent value of a WISH Gift Card.

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

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

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

"redeem" means to reduce the value loaded on your WISH Gift Card by using the WISH Gift Card to purchase goods or services.

"Website" means everydaygiftcards.com.au, WISHgiftcard.com.au or 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.

"WISH Gift Card Participating Store" means one of the stores listed on the Website (everydaygiftcards.com.au) as a store which accepts payment using the WISH Gift Card, as amended from time to time.

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 WISH Gift Card.

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

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

3. Purchasing a WISH Gift Card

3.1 WISH Gift Cards can be purchased online at the Website or from any WISH Gift Card Participating Store, except at designated CALTEX WOOLWORTHS and CALTEX SAFEWAY co-branded outlets. For more information visit the Website.

3.2 A minimum of **\$10** and a maximum of **\$500** can be loaded on each WISH Gift Card in a WISH Gift Card Participating Store. At our absolute discretion, we may change the minimum and maximum amounts that can be loaded on WISH Gift Cards. If we decide to do this, we will publish details on the Website.

3.3 Value loaded onto a WISH Gift 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 for full details of any current fuel discount offer.

3.4 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 for full details of the Everyday Rewards program.

3.5 There may be a delay between when you pay for a WISH Gift Card and when the WISH Gift Card is activated by our point of sale system. During the period of delay, the WISH Gift Card cannot be used to make purchases or transaction enquiries.

3.6 Your WISH Gift 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.

4. Redeeming your WISH Gift Card

4.1 Your WISH Gift Card can be redeemed for goods and services from WISH Gift Card Participating Stores up to the value loaded onto your WISH Gift Card. Value redeemed is deducted from the Card Balance.

4.2 WISH Gift Cards can be used for online purchases at Woolworths online and BIG W online (excluding BIG W photos, BIG W Entertainment and BIG W movie rentals)

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

4.4 WISH Gift Cards cannot be refunded or used to obtain cash. You cannot use your WISH Gift Card to make a credit card payment, to load a Woolworths Everyday Money Prepaid MasterCard, or other transaction account deposits. Resale of WISH Gift Cards is strictly prohibited, except with our prior written consent. If approved, Gift Cards cannot be resold for more than the original purchase price. WISH Gift Cards that are resold in breach of this clause 4.4 will be invalid with the result that purchasers of those cards will not be able to use or redeem unspent value on their WISH Gift Cards.

4.5 Your use of the WISH Gift Card at a WISH Gift Card Participating Store is subject at all times to the policies (and, where applicable, other terms and conditions) of that WISH Gift Card Participating Store regarding the goods and services made available by it. For example, if you are under the age of 16, your WISH Gift Card cannot be redeemed for products such as knives or, if you are under 15, a WISH Gift 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 being purchased with the WISH Gift 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 WISH Gift Card Participating Store.

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

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

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

5. No recharging of the WISH Gift Card

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

6. Transaction enquiries

6.1 You can check your WISH Gift 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 WISH Gift Cards

7.1 You must treat your WISH Gift Card like cash. If your WISH Gift Card is damaged, please contact the store of purchase or the person or organisation that gave you the WISH Gift Card. However, we have no obligation to replace or refund value for lost, stolen or damaged WISH Gift 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 WISH Gift Card if:

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

8. Liability

8.1 You are responsible for the use and safety of your WISH Gift Card, and are liable for all transactions made on your WISH Gift 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 WISH Gift 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 Limited

9.1 WISH Gift Cards 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. WISH Gift Cards 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 WISH Gift Cards.

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

9.3 You must not use a WISH Gift 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 WISH Gift Card, please visit or contact the relevant WISH Gift Card Participating Store or email us using the Contact Us section of the Website.

