

Date: December 2010

## WEB SITE TERMS AND CONDITIONS

### 1. Definitions

In the terms and conditions:

**"activate"** means the initial loading of value onto a WISH Gift Card, Essentials Card, Groceries Only Card or Returns Card

**"Card"** means a WISH Gift Card, Essentials Card, Groceries Only Card or Returns Card as the case may be.

**"Card Number"** means the 19-digit number that appears on the back of a WISH Gift Card, Essentials Card, Groceries Only Card or Returns Card

**"Card Information"** means the balance and expiry date of a WISH Gift Card, Essentials Card, Groceries Only Card or Returns Card

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

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

**"Participating Stores"** means one of the stores listed on the Website as a store which accepts payment using the WISH Gift Card, Essentials Card, Groceries Only Card or Returns Card, as amended from time to time.

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

**"Recipient"** means the person who receives the WISH Gift Card, Essentials Card, Groceries Only Card or Returns Card.

**"Retail Decisions"** means Retail Decisions Pty Limited.

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

**"Web Site"** means [Everydaygiftcards.com.au](http://Everydaygiftcards.com.au), [WISHgiftcard.com.au](http://WISHgiftcard.com.au) or [Essentialscard.com.au](http://Essentialscard.com.au) as the case may be.

**"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 Woolworths Limited.

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. General

2.1 By using either the [everydaygiftcards.com.au](http://everydaygiftcards.com.au), [WISHgiftcard.com.au](http://WISHgiftcard.com.au) or [essentialscard.com.au](http://essentialscard.com.au) web site you agree to be bound by these terms and conditions. If you do not agree to these terms and conditions, you must immediately discontinue using the relevant Web Site.

2.2 Each Web Site is operated by Woolworths Limited ABN 88 000 014 675. However, some Web Site services or functionality may be provided by third parties engaged by Woolworths from time to time.

2.3 Any information submitted by you through a Web Site may be provided to Woolworths, its related companies and to third parties that provide services in relation to the WISH Gift Cards, Essentials Cards, Groceries Only Cards, Returns Cards or a Web Site.

2.4 Woolworths may add to, delete part of, change, suspend or discontinue either Web Site, including the availability of any features or functionality of that Web Site, at any time without notice or liability.

2.5 These Web Site Terms are in addition to the terms and conditions of use for the WISH Gift Card, Essentials Card, Groceries Only Card and the Returns Card (as the case may be). Visit [everydaygiftcard.com.au](http://everydaygiftcard.com.au) for the terms and conditions of the WISH Gift Card, Essentials Card, Groceries Only Card and Returns Card.

### 3. My Card Details

3.1 The 'My Card Details' function is provided in conjunction with Wright Express Australia Pty Ltd..

3.2 The 'My Card Details' function is accessible to any person who enters a valid 'Card Number' and 'PIN' in relation to a WISH Gift Card, an Essentials Card, Groceries Only Card or Returns Card. The PIN does not

provide protection or security if your card is lost or stolen.

3.3 The information accessed through the 'My Card Details' function is provided by Wright Express Australia Pty Ltd. Without limiting paragraph 4, Woolworths does not provide any warranties in respect of the reliability, accuracy or completeness of the Card Information and excludes all liability (including for negligence) for loss, damage, claims or expense arising out of any errors or omissions in the Card Information.

#### 4. Online purchases

##### 4.1 General

(a) you may purchase WISH Gift Cards, Essential Cards and Groceries Only cards from the [everydaygiftcards.com.au](http://everydaygiftcards.com.au) web site in accordance with these Web Site Terms. You should consider the terms & conditions of use for the WISH Gift Card and/or Essentials Card and/or Groceries Only Card (as the case may be) in deciding whether to acquire or continue to hold a Card.

(b) By purchasing a Card from a Web Site, you agree to be bound by:

(i) these Web Site terms and conditions; and

(ii) the terms & conditions of use for the WISH Gift Card and/or Essentials Card and/or Groceries Only (as the case may be). The Card terms & conditions include provisions governing, among other things, the period of validity and Participating Stores for each of the Cards. Visit [everydaygiftcards.com.au](http://everydaygiftcards.com.au) for the terms and conditions of the WISH Gift Card, Essentials Card, and Groceries Only Card.

##### 4.2 Ordering and payment

(a) To purchase a Card you must complete the online ordering process, which requires you to:

(i) select the type of Card (WISH Gift Card, Essentials Card, Groceries Only or a combination of card types), your preferred Card design, the quantity of Card(s) you wish to order, and the amount from \$5 to \$500 which you wish to be loaded onto each Card;

(ii) register for online purchasing by providing your name, company name (if purchasing on behalf of a company), email address, contact details and then creating a password. These Details can be changed at anytime by using the 'My Account Management' function. You only need to register once for the online facility. For subsequent online purchases you only need to enter your registered email address and password.

(iii) provide the name and address in Australia of the person to whom the Card(s) is/are to be sent (which may be yourself or another person). Delivery is only to one address for all the Card(s) purchased in a single order; and

(iv) nominate a method of delivery: delivery by registered post (available for single card orders only) or courier is available.

(b) You must pay the total of the nominated amounts (plus postage, courier and handling fees) as indicated in the online order form using a credit card (MasterCard, Visa, Amex or Diners) or select 'Pay Later' and a tax invoice will be sent via email to you within 24 hours containing information regarding order payment via EFT Direct Deposit or Cheque.

(c) From time to time, we may have promotions involving discounts or special offers for the online purchase of Cards. Such promotions will have a 'promotional code' associated with them. If you wish to take advantage of such promotions, you will need to enter the relevant promotional code as part of the online ordering process. Only one promotional code can be used per order. The promotional code must be entered at time of ordering to qualify for the promotion.

**(d) From time to time, the card design that you select may become unavailable. If this occurs we will send the Recipient a Card(s) with an alternative design.**

(e) The contract with Woolworths for the purchase of a Card(s) only becomes binding when we provide you with an online tax invoice at the last stage of the online ordering process which (i) notifies you that we have processed your order, and (ii) provides you with a purchase reference number (that must be provided when making any enquires in relation to the order).

(f) Woolworths is not obliged to accept your order and may accept or reject your order, or cancel and deactivate your Card(s), for any reason, including if your registration is deemed fraudulent, if the product is unavailable, payment is not received, it is suspected that cards ordered will be used in breach of the relevant Terms and Conditions or if there is an error in your order.

##### 4.3 Verification

Online orders paid using a credit card are submitted to the relevant financial institution for security verification. Woolworths is not responsible for any delay in the verification of your transactions nor any costs associated with a returned transaction.

#### 4.4 Delivery

(a) Upon acceptance of your order and confirmation of receipt of your payment, we will activate the Card(s) and send the Card(s) loaded with the Nominated Amount(s) to the Recipient at the address provided. The date of activation will be set out on the rear of the Gift Card/s. You should allow up to 7 Business Days for the Card(s) to be received.

(b) Orders will be delivered to Australian business and residential street addresses only. PO Boxes and international addresses are not accepted.

(c) All mail is subject to Australia Post timings and terms and conditions. Woolworths takes no responsibility for Card(s) damaged or lost in transit or late, lost or misdirected mail and will not replace or refund value for lost, stolen or damaged Card(s).

(d) The Card(s) will be delivered to the Recipient with a letter drawing the Recipient's attention to the Card Terms & Conditions at [everydaygiftcards.com.au](http://everydaygiftcards.com.au)

(e) If you purchase a WISH Gift Card, Essentials Card or Groceries Only Card for later distribution to another recipient, you should ensure that such recipient is aware of (i) **the Card Terms & Conditions** for WISH Gift Cards and/or Essentials Cards and/or Groceries Only Card as the case may be, (available from [everydaygiftcards.com.au](http://everydaygiftcards.com.au)); and (ii) **the relevant expiry date of the Card(s)** (being the date which is twelve (12) months from the date of purchase).

#### 4.5 Order Cancellations / Stopped Card(s)

We reserve the right to cancel an order and/or to place a stop on the Card(s) if:

- (a) your order is not accepted at the nominated delivery address; or
- (b) we believe (or reasonably suspect) that your order is fraudulent or you have otherwise breached these Web Site Terms; or
- (c) we believe (or reasonably suspect) that you will use the Card(s) for a fraudulent or unlawful purpose;
- (d) we believe that you will use the Card(s) in breach of the relevant Terms and Conditions.
- (e) you report that the Card(s) have not been delivered, have been stolen or damaged in transit.

#### 4.6 Personal Information

We collect personal information so that we can send the Card to the Recipient on your behalf. We collect and deal with personal information in accordance with the Privacy Policy appearing on the Web Sites.

#### 4.7 Warranty and Indemnity

(a) By making an order for a Card(s) on a Web Site, you represent and warrant that:

- (i) you are 18 years of age or over, or, if you are under 18 years of age, you have your parent's or guardian's consent to enter into these Web Site Terms and to use the credit card that is being used to make the purchase; and
- (ii) you are properly authorised to use the credit card that is being used to make the purchase; and
- (iii) all of the information you provide to us is accurate and complete.

(b) You indemnify us for all losses, costs, expenses or damages that we may suffer if:

- (i) any of the information is not correct, or
- (ii) any representation or warranty proves to be untrue; or
- (iii) you breach any provision of these Web Site Terms.

#### 4.8 Errors and Complaints

(a) If you have questions or if you wish to make a complaint about the Card(s) ordered online, please contact us using the Contact Us section of the Web Site. ([everydaygiftcards.com.au](http://everydaygiftcards.com.au))

(b) 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 Web Site. ([everydaygiftcards.com.au](http://everydaygiftcards.com.au))

#### 5. Disclaimer

5.1 Your use of a Web Site is at your sole risk. To the extent permitted by law, we exclude all express or implied conditions or warranties of any kind, including any warranty that the material on a Web Site will be reliable, accurate or complete, or that your access to a Web Site will be uninterrupted, timely or secure.

5.2 In particular, we do not warrant the reliability or accuracy of Card Information or that your use of the 'Balance Enquiry' function will be uninterrupted or error-free, or that material accessible on or through a Web Site will be free from errors, viruses, worms or other harmful code.

5.3 We are not liable to you or to any other person for any loss or damage (including any other form of indirect or consequential loss) 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, Card Information, these Web Site Terms or use of a Web Site, including any loss or corruption of data, interference with or damage to your computer or any interruption, delay or failure in a Web Site. These exclusions only apply to the extent permitted by law. 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.

5.4 Where legislation implies any condition or warranty that cannot be excluded in these Web Site Terms, 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).