

ESSENTIALS CARD AND GROCERIES ONLY CARD TERMS AND CONDITIONS

Date: 3 April 2018

Product Issuer:

Woolworths Group 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:

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

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

"**Card**" means an Essentials Card or Groceries Only Card or both, 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.

"**Expiry Date**" means:

- a) for Cards purchased on or after 31 March 2017, the date on which the Card has a Redeemable value of zero;
- b) for Cards purchased prior to 31 March 2017, the date being 12 months from the date of purchase of the Card, 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.

"**Participating Store**" means:

- a) in relation to Essentials Cards, one of the stores listed on the Website as a store which accepts payment using the Essentials Card, as amended from time to time; or
- b) in relation to Groceries Only Cards, one of the stores listed on the Website as a store which accepts payment using the Groceries Only Card, as amended from time to time.

"**Redeem**" means to reduce the value of your Card by using that Card to purchase goods or services, and "**Redeemable**", "**Redeemed**" and "**Redemption**" have corresponding meanings.

"**Website**" means everydaygiftcards.com.au

A reference to "**we**", "**us**" or "**our**" is a reference to Woolworths Group 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 The Cards can only be purchased online at the Website. For more information, visit the Website.

3.2 A minimum of \$10 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.

3.3 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 woolworthsrewards.com.au/Shop/Discover/petrol for full details regarding Woolworths fuel offers.

3.4 Value loaded onto a Card is not a qualifying amount for the purposes of any Qantas Frequent Flyer points offered through Woolworths Rewards. See woolworthsrewards.com.au for full details of the Woolworths Rewards program.

3.5 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.

3.6 Your Card is valid for use until the Expiry Date.

4. Redeeming your Card

4.1 Prior to your purchase in store, you must advise the checkout operator that you are using an Essentials Card or Groceries Only Card, as the case may be.

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

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

4.4 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 towards the purchase of any gift cards sold through a Participating Store.

4.5 Resale of a Card is strictly prohibited, except with our prior written consent. If approved, Cards must not be resold for more than the 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 :

- a) Tobacco products;
- b) Liquor;
- c) Lotto / Lottery products;
- d) Donations or charity products (such as merchandise);
- e) Home Brew Products;
- f) Gift Cards and Vouchers; or
- g) Motor oils and lubricants.

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 When a credit is provided for items purchase with a Card, the credit will be provided by way of a 'Returns Card' at which point, the funds credited to that card and use of that card is governed by the Returns Cards Terms and Conditions

4.10 Once your Card has reached its Expiry Date, any unspent value cannot be used or Redeemed by you.

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

4.12 The Redemption of 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 transaction history and Card Balance by:

- a) Visiting the Website;
- b) Downloading the Woolworths Money App; or
- c) Calling 1300 10 1234.

6.2 To make a balance enquiry as set out above, you must provide your Card Number and Access Code when prompted.

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 damaged, lost or stolen or deleted 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 Card if:

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

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 clause 8.3, we are not liable to you for any loss or damage (whether direct, indirect, consequential or special) either in negligence, 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.

8.3 The exclusion of our liability in clause 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 us

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, contact us by:

- a) Using the 'Contact us' section of the Website; and/or
- b) Calling our Customer Service Team on 1300 10 1234.