

# Frequent Shopper Club Gift 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](http://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 Frequent Shopper Club Gift Card which is required to make a transaction or transaction enquiry.

"**activate**" means the initial loading of value onto a Frequent Shopper Club Gift Card.

"**Card Balance**" means the unspent value of a Frequent Shopper Club Gift Card.

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

"**Frequent Shopper Club Gift Card**" means a Gift Card issued by Us under these Terms and Conditions.

"**Expiry Date**" means the date, being 12 months from date of issue of the Frequent Shopper Club Gift Card by us after which any remaining funds on a Frequent Shopper Club Gift Card will not be available for Redemption. Our record of the issue date and expiry date is final.

"**Participating Store**" means a store which accepts payment using the Frequent Shopper Club Gift Card, as amended from time to time.

"**Redeem**" means to reduce the value loaded on your Frequent Shopper Club Gift Card by using the Frequent Shopper Club Gift Card to purchase goods or services, and "**Redemption**" has a corresponding meaning.

"**Website**" means [everydaygiftcards.com.au](http://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 Frequent Shopper Club Gift Card.

2.2 You agree to be bound by these terms and conditions by using, or attempting to use, a Frequent Shopper Club Gift Card or by making a transaction enquiry or exercising any right to Redeem value loaded on a Frequent Shopper Club Gift Card.

2.3 By using or attempting to use a Frequent Shopper Club Gift Card, or by making a transaction enquiry or exercising any right to redeem value loaded on a Frequent Shopper Club Gift Card, you warrant to us that you will comply with these terms and conditions and all applicable laws and that the Frequent Shopper Club 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 Frequent Shopper Club Gift Card to another person, you should ensure that he or she is aware of the terms and conditions that apply to the Frequent Shopper Club Gift Card and the relevant Expiry Date of the Frequent Shopper Club Gift Card being 12 months from date of issue by us.

### **3. Receipt of a Frequent Shopper Club Gift Card**

3.1 Value loaded onto a Frequent Shopper Club 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 [woolworths.com.au/Shop/Discover/petrol](http://woolworths.com.au/Shop/Discover/petrol) for full details regarding Woolworths fuel offers.

3.2 Value loaded onto a Frequent Shopper Club Gift Card at point of sale or otherwise is not a qualifying amount for the purposes of any Qantas Frequent Flyer points offered through Woolworths Rewards. See [woolworthsrewards.com.au](http://woolworthsrewards.com.au) for full details of the Woolworths Rewards program.

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

3.4 Your Frequent Shopper Club Gift Card is valid for use until the Expiry Date.

### **4. Redeeming your Frequent Shopper Club Gift Card**

4.1 Your Frequent Shopper Club Gift Card can be Redeemed for goods and services from any:

- a) Woolworths Supermarket;
- b) Woolworths online ([www.woolworths.com.au](http://www.woolworths.com.au) – excluding online photo processing, online flowers and online Gift Cards);
- c) BWS; or
- d) BWS Online ([www.bws.com.au](http://www.bws.com.au) – excluding online Gift Cards).

up to the value loaded onto your Frequent Shopper Club Gift Card. Value Redeemed is deducted from the Card Balance.

4.2 Frequent Shopper Club Gift Cards cannot be used at stand alone photo kiosks, DVD vending machines and mobile EFTPOS terminals.

4.3 Frequent Shopper Club Gift Cards cannot be used to obtain cash. You cannot use your Frequent Shopper Club Gift Card to make a credit card payment, or to purchase any gift card sold in Participating Stores.

4.4 Resale of Frequent Shopper Club Gift Cards is strictly prohibited, except with our prior written consent. If approved, Frequent Shopper Club Gift Cards cannot be resold for more than the original purchase price. Frequent Shopper Club Gift Cards that are resold in breach of this clause 4.4 will be invalid with the result that purchases of those cards will not be able to use or Redeem unspent value on their Frequent Shopper Club Gift Card.

4.5 Your use of the Frequent Shopper Club Gift 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 Frequent Shopper Club Gift Card cannot be Redeemed for products such as knives or, if you are under 15, a 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 Frequent Shopper Club 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 Participating Store.

4.7 In addition, you cannot use your Frequent Shopper Club Gift Card to purchase:

- a) tobacco in any form;
- b) any product of which tobacco is an ingredient;
- c) any device or article designed or intended only for use in connection with tobacco; or
- d) e-cigarettes.

4.8 Once your Frequent Shopper Club Gift Card has reached its Expiry Date, any unspent value cannot be used or Redeemed by you.

4.9 Once your Frequent Shopper Club Gift Card has reached a nil balance it cannot be re-activated.

4.10 The Redemption of Frequent Shopper Club Gift Cards is restricted to the purchase of standard retail quantities of goods.

## **5. No recharging of the Frequent Shopper Club Gift Card**

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

## **6. Transaction enquiries**

6.1 You can check your Frequent Shopper Club Gift Card Expiry Date, transaction history and Card Balance by:

- a) Visiting the Website,
- b) Calling 1300 10 12 34; or
- c) Downloading the Woolworths Money App.

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 Frequent Shopper Club Gift Cards**

7.1 You must treat your Frequent Shopper Club Gift Card like cash. If your Frequent Shopper Club Gift Card is damaged, please contact us via the Website. However, we have no obligation to replace or refund value for lost, stolen or damaged Frequent Shopper Club 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 Frequent Shopper Club Gift Card if:

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

## **8. Liability**

8.1 You are responsible for the use and safety of your Frequent Shopper Club Gift Card, and are liable for all transactions made on your Frequent Shopper Club Gift 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 Frequent Shopper Club 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 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 Frequent Shopper Club Gift Cards may be used as personal 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. Frequent Shopper Club 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 Frequent Shopper Club Gift Card.

9.2 Use of our name or brands, or any names, logos or get-up of Frequent Shopper Club Gift Cards, is strictly prohibited.

9.3 You must not use a Frequent Shopper Club 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 Frequent Shopper Club Gift 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.