

Monty's Rewards 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

TERMS & CONDITIONS:

1. Definitions

In the terms and conditions:

“**Access Code**” means the 4-digit number on the back of a Monty's Rewards Gift Card which is required to make a transaction or transaction enquiry.

“**activate**” means that initial loading of value onto a Monty's Rewards Gift Card.

“**Card Balance**” means the unspent value of a Monty's Rewards Gift Card.

“**Card Number**” means the 19-digit number that appears on the back of the Monty's Rewards Gift Card.

“**Expiry Date**” means:

- a) for Monty's Rewards Gift Cards purchased on or after 31 March 2017, the date on which the Monty's Rewards Gift Card has a Redeemable value of zero; and
- b) for Monty's Rewards Gift Cards purchased prior to 31 March 2017, the date being 12 months from the date of purchase of the Monty's Rewards Gift Card or 12 months from the Dispatch Date of the eGift Card, after which any remaining funds on a Monty's Rewards Gift Card or eGift Card will not be available for Redemption.

“**Monty's Rewards Gift Card**” means a Monty's Rewards Gift Card issued by us.

“**Participating Store**” means one of the stores listed on the Website as a store which accepts payments using the Monty's Rewards Gift Card, as amended from time to time.

“**Redeem**” means to reduce the value loaded on your Monty's Rewards Gift Card by using the Monty's Rewards Gift Card to purchase goods or services, and “**Redeemable**” 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 Monty's Rewards Gift Card

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

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

3. Purchasing a Monty's Rewards Gift Card.

3.1 Monty's Rewards Gift Cards can be purchased from Participating Stores.

3.2 When purchasing a Monty's Rewards Gift Card at a Participating Store, payment can be made via cash, EFTPOS or credit card.

4. Loading value onto a Monty's Rewards Gift Card

4.1 A minimum of \$10 and a maximum of \$500 can be loaded on each Monty's Rewards Gift Card in a Participating Store, at the point of sale via cash, EFTPOS or Credit Card payment.

4.2 At our absolute discretion, we may change the minimum and maximum amounts that can be loaded on a Monty's Rewards Gift Card.

4.3 Value loaded onto a Monty's Rewards Gift Card at point of sale 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 for full details regarding Woolworths fuel offers.

4.4 Value loaded onto a Monty's Rewards Gift Card at point of sale or otherwise is not a qualifying amount for the purpose of any Qantas Frequent Flyer points offered through the Woolworths Rewards program. See woolworthsrewards.com.au for full terms and conditions of the Woolworths Rewards program.

5. Redeeming your Monty's Rewards Gift Card.

5.1 Your Monty's Rewards Gift Card can be redeemed for goods and services from Participating Stores up to the value loaded onto your Monty's Rewards Gift Card. Value redeemed is deducted from the Card Balance.

5.2 Monty's Rewards Gift Cards cannot be used at stand alone photo kiosks, DVD vending machines and mobile EFTPOS terminals.

5.3 Monty's Rewards Gift Cards cannot be used towards the purchase of any gambling product or service.

5.4 Monty's Rewards Gift Cards cannot be refunded or used to obtain cash. You cannot use your Monty's Rewards Gift Card to make a credit card payment or other transaction account deposits. Monty's Rewards Gift Cards cannot be used towards the purchase of any gift cards sold through a Participating Store.

5.5 Resale of Monty's Rewards Gift Cards is strictly prohibited, except with our prior written consent. If approved, Monty's Rewards Gift Cards cannot be resold for more than the original purchase price. Monty's Rewards Gift Cards that are resold in breach of this clause 5.5 will be invalid with the result that purchasers of those cards will not be able to use or Redeem unspent value on their Monty's Rewards Gift Cards.

5.6 Your use of the Monty's Rewards 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 18 years of age, a Participating Store may not supply you with alcohol.

5.7 Where the price of the goods or services being purchased with the Monty's Rewards 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.

5.8 Your Monty's Rewards Gift Card is valid for use until the Expiry Date.

5.9 Once your Monty's Rewards Gift Card has reached a nil balance it cannot be reactivated.

5.10 The redemption of Monty's Rewards Gift Cards is restricted to the purchase and or consumption of standard retail quantities of goods.

6. No Recharging of the Monty's Rewards Gift Card

6.1 After a Monty's Rewards Gift Card has been activated you cannot subsequently add value to it.

7. Transaction enquiries

7.1 You can check your Monty's Rewards Gift Card transaction history and Card Balance by:

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

7.2 To make a balance enquiry on your Monty's Rewards Gift Card as set out in clause 7.1, you must enter your Card Number and Access Code.

8. Lost or Stolen Monty's Rewards Gift Cards.

8.1 You must treat your Monty's Rewards Gift Card like cash. If your Monty's Rewards Gift Card is damaged, lost or stolen, please contact us via the Website or call centre. However we have no obligation to replace or refund value for damaged, lost or stolen or deleted Monty's Rewards 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).

8.2 We reserve the right to place a stop on your Monty's Rewards Gift Card if:

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

9. Liability

9.1 You are responsible for the use and safety of your Monty's Rewards Gift Card, and are liable for all transactions made using your Monty's Rewards Gift Card.

9.2 Subject at all times to the exceptions in clause 9.3, 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 Monty's Rewards Gift Card, these terms and conditions or your use of the Website, including any loss or corruption of data, interference with or damaged to your computer or any interruption, delay or failure of the Website.

9.3 The exclusion of our liability and indemnity in clause 9.2 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 cost 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 9 will apply even after this agreement has ended.

10. Relationship with us

10.1 Monty's Rewards 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 limitations to websites, internet advertisements, email, telemarketing, direct mail, newspapers and magazine advertisements, and radio and television broadcasts) unless you obtain our prior written approval. Monty's Rewards Gift Cards that are used in marketing, advertising or other promotional activities in breach of this clause 10.1 will be invalid with the result that recipients of those cards will not be able to use or Redeem unspent value on their Monty's Rewards Gift Cards.

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

10.3 You must not use a Monty's Rewards 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.

11. Errors and complaints.

11.1 If you have questions or if you wish to make a complaint about your Monty's Rewards 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.