

WOOLWORTHS SHOPPING CARD TERMS AND CONDITIONS

Date: 25 May 2018

Product Issuer of the Woolworths Shopping Card:
Woolworths Group Limited ABN 88 000 014 675
1 Woolworths Way, Bella Vista NSW 2153
everydaygiftcards.com.au

1. Definitions

In these terms and conditions:

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

"**Card Balance**" means the unspent value of a Shopping Card.

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

"**Credit Card**" means a Woolworths Everyday Credit Card or Woolworths Everyday Platinum Credit Card issued by Macquarie Bank Limited Australian Credit Licence 237502.

"**Participating Store**" means one of the stores listed on the Website as a store which accepts payment using the Shopping Card, as amended from time to time.

"**Redeem**" means to reduce the value loaded on your Shopping Card by using the Shopping Card to purchase goods or services, and "**redeemable**" and "**redemption**" have corresponding meanings.

"**Rewards Program**" means the [Woolworths Shopping Card Rewards Program](#) relating to the Credit Cards, and subject to the terms and conditions of such program.

"**Shopping Card**" means a Woolworths Shopping Card issued by us in connection with the Rewards Program and for use by you in accordance with these terms and conditions.

"**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 Shopping Card.
- 2.2 You agree to be bound by these terms and conditions by using or attempting to use a Shopping Card or by making a transaction enquiry or exercising any right to redeem value loaded on a Shopping Card.
- 2.3 By using or attempting to use a Shopping Card, or by making a transaction enquiry or exercising any right to redeem value loaded on a Shopping Card, you warrant to us that you will comply with these terms and conditions and the Rewards Program and all applicable laws and that the Shopping Card will not be used in any manner that is unlawful, misleading, deceptive, unfair or otherwise harmful to consumers.

3. Issuing of a Shopping Card

- 3.1 For more information on the issuance of Shopping Cards, please refer to the Woolworths Shopping Card Rewards Program terms and conditions.

4. Redeeming your Shopping Card

- 4.1 Your Shopping Card can be redeemed for goods and services from Participating Stores up to the value loaded onto your Shopping Card. The value redeemed is deducted from the Card Balance.
- 4.2 Shopping Cards cannot be refunded or used to obtain cash. You cannot use your Shopping Card to make a credit card payment. You can use your Shopping Card at Woolworths Online, but not for other online purchases or at stand alone photo kiosks, optical counters, DVD vending machines and mobile EFTPOS terminals.
- 4.3 Resale of Shopping Cards is strictly prohibited.
- 4.4 Your use of the Shopping 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, a Shopping 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+.
- 4.5 Where the price of the goods or services being purchased with the Shopping 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.
- 4.6 Once your Shopping Card has reached a nil balance it cannot be re-activated.
- 4.7 Shopping Card cannot be used to purchase any gift cards sold in Participating Stores.
- 4.8 The redemption of Shopping Cards is restricted to the purchase of standard retail quantities of goods.

5. No recharging of the Shopping Card

- 5.1 After a Shopping Card has been issued, you cannot subsequently add value to it.

6. Transaction enquiries

- 6.1 You can check your Shopping Card transaction history and Card Balance by:
- (a) visiting the Website;
 - (b) calling 1300 10 1234; and/or
 - (c) downloading the Woolworths Money App.
- 6.2 To make a balance enquiry as set out in clause 6.1, you must provide your Card Number and Access Code when prompted.

7. Lost or stolen Shopping Cards

- 7.1 You must treat your Shopping Card like cash. If your Shopping Card is damaged, please contact us in accordance with clause 10. However, we have no obligation to replace or refund value for lost, stolen or damaged Shopping 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 Shopping Card if:
- (a) you report that your Shopping Card has been lost, stolen or damaged;

- (b) we believe (or reasonably suspect) that you have used (or will use) your Shopping Card contrary to these terms and conditions; or
- (c) we believe (or reasonably suspect) that there is an error with your Shopping Card.

8. Liability

- 8.1 You are responsible for the use and safety of your Shopping Card, and are liable for all transactions made on your Shopping 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, other tort, breach of contract, breach of warranty or for any other reason or cause whatsoever, arising out of or in connection with a Shopping 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 Shopping Cards may not be used as personal or business gifts and 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) Shopping Card.
- 9.2 Use of our name or brands, or any names, logos or material of Shopping Cards is strictly prohibited.
- 9.3 You must not use a Shopping 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 Shopping Card, contact us via:
 - (a) using the 'Contact us' section of the Website; and/or
 - (b) calling the Customer Service Team on 1300 10 1234.