

STORE eGIFT 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:

- a) in relation to a Physical eGift Card, the 4-digit number on the back of a Physical eGift Card; and
- b) in relation to an eGift Card the 4-digit number that appears on the Store eGift Card

which is required to make a transaction or transaction enquiry.

"activate" means the initial loading of value onto a Store eGift Card.

"Card Balance" means the unspent value of a Store eGift Card.

"Card Number" means:

- a) in relation to the Physical eGift Card, the 19-digit number that appears on the back of the Physical eGift Card; and
- b) in relation to the eGift Card, the 19-digit number that appears on the eGift Card.

"Delayed Delivery" means the eGift Card will be delivered to the Recipient at a pre-selected date after the date of purchase, chosen by the purchaser at the time of purchasing the eGift Card.

"Dispatch Date" means the date the eGift Card was emailed to the Recipient of the eGift Card.

"eGift Card" means a Store eGift Card issued in 'electronic' form as described in these terms and conditions.

"Expiry Date" means:

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

"Participating Store" means one of the stores listed on the Website as a store which accepts payment using the Store eGift Card, as amended from time to time and vary between each type of Store eGift Card.

“Physical eGift Card” means a Store eGift Card issued in conventional plastic card form.

“Recipient” means the person who receives the Store eGift Card or (and for the avoidance of doubt may be the same as the purchaser).

“Redeem” means to reduce the value loaded on your Store eGift Card by using the Store eGift Card to purchase goods or services, and **“Redeemable”**, **“Redeemed”** and **“Redemption”** have corresponding meanings.

“Store eGift Card” means one of the following gift cards issued by us to you either as a Physical eGift Card or an eGift Card :

- a) Woolworths Supermarket Store eGift Card;
- b) Woolworths Online Store eGift Card;
- c) BIG W Store eGift Card;
- d) BWS Store eGift Card;
- e) Cellarmasters Store eGift Card;
- f) Dan Murphy’s Store eGift Card; or
- g) Caltex Woolworths co-branded Petrol Gift Card (eGift Card only).

“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 Store eGift Card.

2.2 You agree to be bound by these terms and conditions by purchasing, activating, using, or attempting to use a Store eGift Card, or by making a transaction enquiry or exercising any right to Redeem value loaded on a Store eGift Card.

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

3. Purchasing a Store eGift Card

3.1 Store eGift Cards can only be purchased online at the Website.

3.2 When purchasing a Store eGift Cards online, payment can be made using a credit card, via EFT direct deposit or cheque. Payment is required prior to the Store eGift Card being dispatched.

4. Personalising an eGift Card

4.1 By ordering a Store eGift Card with wording or an image, you declare you have read and have accepted the content policy (available at the Website).

4.2 There is no cost to you to personalise a Store eGift Card.

4.3 In order to personalise the eGift Card, the procedures set out in the Website when ordering an eGift Card must be followed. You have the choice to :

- a) provide a personal message, and/or
- b) upload your own photo or image onto the eGift Card.

4.4 You warrant that you will only submit a photo that you own copyright in, have the copyright owner's permission to produce (permission may be given by a parent or guardian on behalf of a minor) or does not infringe any third party's personal or intellectual property rights.

4.5 If we find inappropriate, offensive or otherwise objectionable messages or images, we reserve the right to remove the offending message and/or image and apply a default Store eGift Card message and/or image to the Store eGift Card. Offending material includes but is not limited to:

- a) Patently offensive material that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- b) Copyrighted or trademarked material not owned by you;
- c) Abusive, threatening, obscene, defamatory or libellous statements and/or imagery;
- d) Political or religious imagery which is offensive to cultural values;
- e) Pornographic or sexually explicit material of any kind; and
- f) Advertising or promotional materials or branded products.

4.6 We shall not be obliged to justify our decision, when denying any photo, image or wording personalisation of a Store eGift Card in accordance with clause 4.5.

4.7 You can use a company logo for a Store eGift Card if you are the holder of the intellectual property rights of the company logo.

4.8 By submitting a photo or image for personalisation of the eGift Card, you grant us and our subcontractors a royalty free, unrestricted right to use or reproduce such photo or images for the purposes of the production of the Store eGift Card.

4.9 Variations in colour and quality of the photo or image on the Store eGift Card provided may occur in the finished product. You acknowledge that the finished photo or image is dependent on the quality of the photo or image submitted.

5. Loading value to a Store eGift Card

5.1 A minimum of \$5 and a maximum of \$500 can be loaded on a Store eGift Card online at the Website via credit card, via EFT direct deposit or cheque at the time of purchase.

5.2 When purchased online via partner programs, customer may only have the option of selecting and purchasing Store eGift Cards to pre-defined values

5.3 At our absolute discretion, we may change the minimum and maximum amounts that can be loaded on Store eGift Cards. If we decide to do this, we will publish details on the Website.

5.4 Value loaded onto a Store eGift 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 for full details regarding Woolworths fuel offers.

5.5 Value loaded onto a Store eGift Card at point of sale or otherwise is not a qualifying amount for the purposes of any rewards points offered through the Woolworths Rewards program. See woolworthsrewards.com.au for full details of the Woolworths Rewards program.

5.6 There may be a delay between when you pay for a Store eGift Card via the website and when the Store eGift Card is activated by our system. During the period of delay, the Store eGift Card cannot be used to make purchases or transaction enquiries.

5.7 Your Store eGift Card is valid for use until the Expiry Date.

6. Redeeming your Store eGift Card

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

6.2 You must Redeem your Store eGift Card at a Participating Store in accordance with the following:

- a) Woolworths Supermarkets Store eGift Cards can only be Redeemed at Woolworths Supermarkets or online at www.woolworths.com.au (excludes online photo processing).
- b) Woolworths Online Store eGift Cards can only be Redeemed online at www.woolworths.com.au
- c) BIG W Store eGift Cards can only be Redeemed at BIG W stores or online at www.bigw.com.au (excludes online photo processing);
- d) BWS Store eGift Cards can only be Redeemed at BWS stores;
- e) Cellarmasters Store eGift Cards can only be Redeemed online at www.cellarmasters.com.au or via Cellarmasters phone ordering service (1800 500 260);
- f) Dan Murphy's Store eGift Cards can only be Redeemed at Dan Murphy's stores or online at www.danmurphys.com.au; and
- g) Caltex Woolworths co-branded Petrol Gift Card can only be Redeemed at Caltex Woolworths co-branded service stations.

6.3 No Store eGift Card can be used at stand alone photo kiosks, DVD vending machines and mobile EFTPOS terminals.

6.4 Store eGift Cards cannot be refunded or used to obtain cash. You cannot use your Store eGift Card to make a credit card payment or other transaction account deposits. Store eGift Cards cannot be used towards the purchase of any gift cards sold through a Participating Store. Resale of Store eGift Cards is strictly prohibited, except with our prior written consent. If approved, Store eGift Cards cannot be resold for more than the original purchase price. Store eGift Cards that are resold in breach of this clause 6.4 will be invalid with the result that purchasers of those cards will not be able to use or Redeem unspent value on their Store eGift Cards.

6.5 Your use of the Store eGift 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 Store eGift 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+.

6.6 Where the price of the goods or services being purchased with the Store eGift 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.

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

6.8 Once your Store eGift Card has reached a nil balance it cannot be re-activated.

6.9 The Redemption of Store eGift Cards is restricted to the purchase of standard retail quantities of goods.

7. No recharging of the Store eGift Card

7.1 After a Store eGift Card has been activated you cannot subsequently add value to it.

8. Transaction enquiries

8.1 You can check your Store eGift Card(s) Expiry Date, transaction history and Card Balance by:

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

8.2 To make a balance enquiry on your Store eGift Card as set out in clause 8.1, you must provide your Card Number and Access Code when prompted.

9. Lost or Stolen Store eGift Cards

9.1 You must treat your Store eGift Card like cash. If your Physical eGift Card is damaged, lost or stolen, please contact the store of purchase or the person or organisation that gave you the Store eGift Card. If your eGift Card is lost, deleted, damaged or stolen please email us using the Contact Us section of the Website. However, we have no obligation to replace or refund value for lost, stolen, damaged or deleted Store eGift 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).

9.2 We reserve the right to place a stop on your Store eGift Card if:

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

10. Liability

10.1 You are responsible for the use and safety of your Store eGift Card, and are liable for all transactions made on your Store eGift Card.

10.2 Subject at all times to the exceptions in clause 10.3:

- a) 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 Store eGift 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; and
- b) you agree to indemnify us against any claim, damages or expenses we suffer in connection with the use of your photo, including any infringement of another person's intellectual property rights or unauthorised use of any image of any other person.

10.3 The exclusion of our liability and indemnity in clause 10.2 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 10 will apply even after this agreement has ended.

11. Relationship with us

11.1 Store eGift 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 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. Store eGift Cards that are used in marketing, advertising or other promotional activities in breach of this clause 11.1 will be invalid with the result that Recipients of those cards will not be able to use or Redeem unspent value on their Store eGift Cards.

11.2 Use of our name or brands, or any names, logos or get-up of Store eGift Cards (other than in connection with the purchase or use of Store eGift Cards), is strictly prohibited.

11.3 You must not use a Store eGift 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.

12. Errors and complaints

12.1 If you have questions or wish to make a complaint about your Store eGift 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.