

## WEBSITE TERMS AND CONDITIONS

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

which is required to make a transaction or transaction enquiry.

“**activate**” means the initial loading of value onto a Card.

“**Card**” means a Physical Gift Card or an eGift Card or both, as the case may be.

“**Card Number**” means:

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

“**Card Information**” means the balance and Expiry Date (if applicable) of a Card.

“**Dispatch Date**” means the date the eGift Card was emailed to the Recipient of the eGift Card.

“**eGift Card**” means a WISH Gift Card or Store eGift Card issued in ‘electronic’ form as described in these terms and conditions.

“**Essentials Card**” means an Essentials Card issued by us.

“**Expiry Date**” has the meaning given to that expression in the terms and conditions available on the Website for the WISH Gift Cards, Store eGift Cards, Essentials Cards and Groceries Only Cards (as applicable).

“**Groceries Only Card**” means a Groceries Only Card issued by us.

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

“**Physical Gift Card**” means a WISH Gift Card, Store eGift Card, Essentials Card or Groceries Only Card, as the case may be, issued in conventional plastic card form.

**“Recipient”** means the person who receives a Card.

**“Store eGift Card”** means one of the following gift Cards issued by us to you either as a Physical Gift 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) Dan Murphy’s Store eGift Card;
- f) Cellarmasters Store eGift Card; or
- g) Caltex Woolworths co-branded Petrol Gift Card (eGift Card only).

**“Submitted Data”** means any data you submit to the Website which includes pictures, artwork and/or text.

**“Website”** means everydaygiftcards.com.au

**“WISH Gift Card”** means one of the following Gift Cards issued by us to you either as a Physical Gift Card or an eGift Card:

- a) WISH Gift Card;
- b) Woolworths Supermarkets Gift Card;
- c) BIG W Gift Card;
- d) Dick Smith Gift Card;
- e) Caltex Woolworths co-branded Petrol Gift Card;
- f) BWS Gift Card;
- g) Dan Murphy’s Gift Card;
- h) Thomas Dux Grocer Gift Card;
- i) Woolworths Liquor Gift Card; or
- j) Cellarmasters Gift Card.

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. General**

2.1 By using the Website you agree to be bound by these terms and conditions. If you do not agree to these terms and conditions, you must immediately discontinue using the Website.

2.2 The Website is operated by us. However, some Website services or functionality may be provided by third parties engaged by us from time to time.

2.3 Any information submitted by you through the Website may be provided to us, its related companies and to third parties that provide services in relation to Card or the Website.

2.4 We may add to, delete part of, change, suspend or discontinue the Website, including the availability of any features or functionality of that Website, at any time without notice or liability.

2.5 These Website terms and conditions are in addition to the terms and conditions of use for each Card (as the case may be). Visit everydaygiftcards.com.au for the full terms and conditions of each Card.

### **3. My Card Details**

3.1 The "My Card Details" function is provided in conjunction with Wright Express Australia Pty Ltd.

3.2 The "My Card Details" function is accessible to any person who enters a valid "Card Number" for a Card and "Access Code". The Access Code does not provide protection or security if your card is lost or stolen.

3.3 The information accessed through the "My Card Details" function is provided by Wright Express Australia Pty Ltd. Without limiting clause 4, we do not provide any warranties in respect of the reliability, accuracy or completeness of the Card Information and exclude all liability (including for negligence) for loss, damage, claims or expense arising out of any errors or omissions in the Card Information.

### **4. Online purchases**

#### **4.1 General**

(a) You may purchase Cards from the Website in accordance with these terms. You should consider the terms & conditions of use for the relevant Card in deciding whether to acquire or continue to hold a Card.

(b) By purchasing a Card from the Website, you agree to be bound by:

- (i) these Website Terms; and
- (ii) the terms & conditions of use for the relevant Card. The relevant Card terms & conditions include provisions governing, among other things, the period of validity and Participating Stores for each of the Cards. Visit the Website for the full terms and conditions of each Card.

#### **4.2 Ordering and payment**

(a) To purchase a Card you must complete the online ordering process, which requires you to:

- (i) select the type of Card, your preferred Card design (if applicable), insert a message and/or image for eGift Cards only, the quantity of Card(s) you wish to order, and the amount from \$5 to \$500 which you wish to be loaded onto each Card;
- (ii) register for online purchasing by providing your name, company name (if purchasing on behalf of a company), email address, contact details and then creating a password. These Details can be changed at anytime by using the "My Account Management" function. You only need to register once for the online facility. For subsequent online purchases you only need to enter your registered email address and password;
- (iii) provide the name and address in Australia of the Recipient to whom the Physical Gift Card(s) is/are to be sent (which may be yourself or another person), or the name and email address of the person to whom the eGift Card(s) is/are to be sent (which may be yourself or another person). Delivery is only to one address for all the Physical Gift Card(s) purchased in a single order, or to the email address(s) provided for the eGift Card(s) purchased in a single order; and
- (iv) nominate a method of delivery:
  - 1-9 Physical Gift Cards - delivery by registered post or secure courier delivery for a fee.
  - 10 or more Physical Gift Cards – secure courier delivery for a fee.

- eGift Card – email delivery to the Recipients email address (no delivery fee applies).

(b) In order to purchase Card(s), two (2) separate orders are required; one for Physical Gift Cards and one for eGift Cards. The ordering process as defined in clause 4.2 must be followed for each order.

(c) You must pay the total of the nominated amounts (plus postage, courier and handling fees (for Physical Gift Card(s) only)) as indicated in the online order form using a credit card or select "Pay Later" and a tax invoice will be sent via email to you within 48 hours containing information regarding order payment via EFT Direct Deposit or Cheque.

(d) From time to time, we may have promotions involving discounts or special offers for the online purchase of Cards. Such promotions will have a "promotional code" associated with them. If you wish to take advantage of such promotions, you will need to enter the relevant promotional code as part of the online ordering process. Only one promotional code can be used per order. The promotional code must be entered at the time of ordering to qualify for the promotion. If using a promotional code offered as part of membership of an organisation or program, we may request your membership number or similar to identify if your order and use of the promotional code is valid.

(e) From time to time, the Physical Gift Card design that you select may become unavailable. If this occurs we will send the Recipient a Physical Gift Card with an alternative design.

(f) If we find inappropriate, offensive or otherwise objectionable Submitted Data for an eGift Card(s) we reserve the right to remove the offending Submitted Data and apply default text and/or imagery to the eGift Card. For further information see clause 4.3.

(g) Your contract with us for the purchase of a Card(s) only becomes binding when we provide you with an online tax invoice at the last stage of the online ordering process which:

- (i) notifies you that we have processed your order; and
- (ii) provides you with a purchase reference number (that must be provided to us when making any enquires in relation to the order).

(h) We are not obliged to accept your order and may accept or reject your order, or cancel and deactivate your Card(s), for any reason, including if your registration is deemed fraudulent, if the product is unavailable, payment is not received, it is suspected that Card(s) ordered will be used in breach of the relevant terms and conditions or if there is an error in your order.

#### **4.3 Submitted Data for eGift Card(s)**

(a) You are wholly responsible for the Submitted Data you transmit to the Website whether such data consists of pictures, artwork or text. It is illegal to reproduce or distribute copyrighted material without the permission of the copyright owner or to use trademarks without the permission of the trademark owner. You are responsible for ensuring that no Submitted Data you transmit to the Website violates any copyright or trademark right, and that it complies with these terms and conditions. Before transmitting Submitted Data to this Website, you should assure that such Submitted Data is in the public domain and therefore not subject to copyright protection, or that you have the consent of the copyright or trademark owner to use the material. By uploading Submitted Data to this Website and/or by submitting Submitted Data for integration into any of our products for processing, sharing, storage or fulfillment:

- (i) you grant us a limited, royalty free and non-exclusive licence to use, adapt, transmit, transfer, store, copy and display the Submitted Data solely in connection with our providing products and/or services to you; and

(ii) you represent and warrant to us that the Submitted Data are in the public domain; or that you have all right, title and interest in and to all copyrights in the Submitted data, or that you have the express permission to copy and use such Submitted Data for all purposes related to the products you order through this Website. You further represent that the Submitted Data do not violate or infringe upon the proprietary rights (including privacy, moral or publicity rights) of others.

(b) You may not upload to this Website any material, whether text, images or otherwise that:

- (i) infringes any copyright, trademark, right of privacy, right of publicity, or any other right of a third party, including without limitation, images of celebrities, actors musicians, sports figures, politicians, cartoon characters or public figures of any kind;
- (ii) is unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane or offensive to the community or to any reasonable segment thereof; or
- (iii) phone numbers, addresses, account numbers, personalised identification numbers or URL addresses.

(c) The content of the Submitted Data you submit is governed by applicable laws (including laws which prohibit infringement of copyrights and trademarks, obscenity, pornography, child pornography, or child abuse). We have no obligation to monitor the Submitted Data. However, we reserve the right at all times to review the Submitted Data, to disclose the Submitted data as necessary to satisfy any laws, regulations or government requests and to report any potential violations of law to law enforcement authorities, to remove the Submitted Data and apply default eGift Card text and/or imagery, that are, in our sole judgement and discretion, objectionable or in violation of these terms and conditions. We shall not be obliged to justify our decision when replacing any Submitted Data.

(d) You agree to indemnify us against any claim, damages or expenses we suffer in connection with you breaching any of your obligations under this clause 4.3.

#### **4.4 Verification**

Online orders paid using a credit card are submitted to the relevant financial institution for security verification. We are not responsible for any delay in the verification of your transactions nor any third party costs associated with a returned transaction.

#### **4.5 Delivery**

(a) Upon acceptance of your order and confirmation of receipt of your payment, we will activate the Card(s) and send the Card(s) loaded with the amount nominated in clause 4.2(a)(i) to the Recipient at the address(s) provided. The date of activation will be set out on the rear of the Physical Gift Card(s) or on the eGift Card(s). You should allow up to 8 Business Days for the Physical Gift Card(s) to be received and 48 hours for eGift Cards from the Dispatch Date.

(b) Orders for Physical Gift Card(s) will be delivered to Australian business and residential street addresses by registered post and secure delivery only. Card orders can be delivered to PO Boxes via registered post only. Card orders to international addresses are not accepted.

(c) All Physical Gift Card mailing is subject to Australia Post timings and terms and conditions. We take no responsibility for Physical Gift Card(s) damaged or lost in transit or late, lost or misdirected mail and will not replace or refund value for lost, stolen or damaged Physical Gift Card(s).

(d) You acknowledge and agree that the availability of services, including the delivery of your eGift Card is dependent upon your internet service provider and carrier. You acknowledge that the services may differ depending on the carrier with whom you and/or your recipient maintain an account and that carrier's ability to support the services. We take no responsibility for the act or omission of any carrier,

any limitations imposed by such carrier, or such carrier's ability or inability to support the services and will not replace or refund value for lost, misdirected, stolen or deleted eGift Card(s).

(e) The Physical Gift Card(s) will be delivered to the Recipient with a letter drawing the Recipients attention to the Physical Gift Card terms & conditions at the Website. The eGift Card(s) will be emailed to the Recipient within an embedded link to the eGift Card drawing attention to the eGift Card terms and conditions at the Website.

(f) If you are using a promotional code that provides "free delivery" of your online order in relation to Physical Gift Card(s), we will determine based on the size of your order if delivery will be made via Australia Post "Registered Post" or "Courier" service.

(g) If you purchase an eGift Card for later distribution to a Recipient that is not you, you should ensure that such Recipient is aware of:

- (i) the relevant eGift Card terms & conditions available from the Website; and
- (ii) the relevant Expiry Date of the eGift Card(s) (if applicable).

#### **4.6 Order Cancellations / Stopped Card(s)**

(a) We reserve the right to cancel an order and/or to place a stop on the Card(s) if:

- (i) Your order is not accepted at the nominated delivery address;
- (ii) We believe (or reasonably suspect) that your order is fraudulent or you have otherwise breached these Website terms and conditions;
- (iii) We believe (or reasonably suspect) that you will use the Card(s) for a fraudulent or unlawful purpose;
- (iv) We believe that you will use the Card(s) in breach of the relevant Card terms and conditions;
- (v) You report that the Card(s) have not been delivered, have been stolen or damaged in transit, or deleted; or
- (vi) We believe (or reasonably suspect) that there is an error with your Cards(s).

#### **4.7 Personal Information**

We collect personal information so that we can send the Card to the Recipient on your behalf. We collect and deal with personal information in accordance with the Privacy Policy appearing on the Websites.

#### **4.8 Warranty and Indemnity**

(a) By making an order for Card(s) on the Website, you represent and warrant that:

- (i) you are 18 years of age or over, or, if you are under 18 years of age, you have your parent's or guardian's consent to enter into these Website terms and conditions and to use the credit card that is being used to make the purchase;
- (ii) you are properly authorised to use the credit card that is being used to make the purchase; and
- (iii) all of the information you provide to us is accurate and complete.

(b) You indemnify us for all losses, costs, expenses or damages that we may suffer if:

- (i) any of the information given by you in connection with Card(s) is not correct;
- (ii) any representation or warranty given by you in clause 4.8(a) proves to be untrue; or
- (iii) you breach any provision of these Website terms and conditions.

## **4.9 Errors and Complaints**

(a) If you have questions or if you wish to make a complaint about the Card(s) ordered online, please contact us using the Contact Us section of the Website.

(b) At our absolute discretion, we may change our policies and procedures in respect of errors and complaints. If we decide to do this, we will publish details on the Website.

## **5. Disclaimer**

5.1 Your use of the Website is at your sole risk. To the maximum extent permitted by law, we exclude all express or implied conditions or warranties of any kind, including any warranty that the material on the Website will be reliable, accurate or complete, or that your access to the Website will be uninterrupted, timely or secure.

5.2 In particular, we do not warrant the reliability or accuracy of Card Information or that your use of the "Balance Enquiry" function will be uninterrupted or error-free, or that material accessible on or through the Website will be free from errors, viruses, worms or other harmful code.

5.3 Subject at all times to clause 5.4, we are not liable to you or to any other person for any loss or damage (including any form of direct, indirect, consequential or special loss) 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, Card Information, these Website terms and conditions or 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.

5.4 These exclusions in clause 5.3 only apply to the extent permitted by law. Where consumer protection legislation implies any condition or warranty that cannot be excluded in these Website 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). Our liability to you will be reduced by the extent (if any) to which you caused or contributed to the loss or damage. This clause 5.4 will apply even after this agreement has ended.