

WISH 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 AND CONDITIONS

1. Definitions

In the terms and conditions:

“**Access Code**” means the 4-digit number on the back of a WISH Gift Card or the 4-digit number that appears on the eGift Card which is required to make a transaction or transaction enquiry.

“**activate**” means that initial loading of value onto a WISH Gift Card.

“**Card Balance**” means the unspent value of a WISH Gift Card.

“**Card Number**” means:

- a) in relation to the Physical Gift Card, the 19-digit number that appears on the back of the Physical Gift Card; and
- b) in relation to the eGift Card, the 19-digit number that appears on the eGift 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 issued in ‘electronic’ form as described in these terms and conditions.

“**Expiry Date**” means:

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

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

“**Physical Gift Card**” means a WISH Gift Card issued in conventional plastic form.

“**Recipient**” means the person who receives the WISH Gift Card as the case may be (and for the avoidance of doubt may be the same as the purchaser).

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

“**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. Agreeing to the terms and conditions

2.1 These terms and conditions apply to each WISH Gift Card.

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

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

3. Purchasing a WISH Gift Card

3.1 Physical Gift Cards can be purchased online at the Website or from any Participating Store, except at designated Caltex Woolworths co-branded outlets.

3.2 eGift Cards can only be purchased online at the Website.

3.3 When purchasing Physical Gift Cards at any Participating Store, payment can be made via cash, EFTPOS or credit card.

3.4 When purchasing Physical Gift Cards or eGift Cards online, payment can be made using a credit card, via EFT direct deposit or cheque. Payment is required (including payment clearance) prior to the WISH Gift Card being dispatched.

4. Personalising an eGift Card

4.1 By ordering an 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 additional cost to you to personalise an eGift Card.

4.3 In order to personalise the eGift Card, the procedures set out on 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 WISH Gift Card message and/or image to the 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 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 an eGift Card in accordance with clause 4.5.

4.7 You can use a company logo for an 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 purpose of the production of the eGift Card.

4.9 Variations in colour and quality of the photo or image on the 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 onto a WISH Gift Card

5.1 A minimum of \$10 and a maximum of \$500 can be loaded on each Physical Gift Card in a Participating Store, at the point of sale via cash, EFTPOS or credit card payment.

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

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

5.4 Value loaded onto a WISH Gift Card in a Participating Store or via the Website is not a qualifying amount towards fuel discount offers (cents per litre off). See woolworths.com.au/Shop/Discover/petrol for full details regarding Woolworths fuel offers.

5.5 Value loaded onto a WISH Gift Card in a Participating Store or via the Website is not a qualifying amount for the purpose of any points offered through the Woolworths Rewards program. See woolworthsrewards.com.au for full terms and conditions of the Woolworths Rewards program.

5.6 There may be a delay between when you pay for a WISH Gift Card in a Participating Store and when the WISH Gift Card is activated by our point of sale system. During the period of delay, the WISH Gift Card cannot be used to make purchases or transaction enquiries.

5.7 Your WISH Gift Card is valid for use until the Expiry Date.

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

6. Redeeming your WISH Gift Card or eGift Card

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

6.2 WISH Gift Cards can be used for online purchases at:

- a) Woolworths online (Woolworths.com.au) – Excluding Online photo processing, online floral, online Gift Cards;
- b) Dan Murphy's online (danmurphys.com.au);
- c) Cellarmasters (cellarmasters.com.au);
- d) BWS online (bws.com.au); and/or
- e) BIG W online (bigw.com.au) – Excluding Online photos and online optical.

6.3 WISH Gift Cards can be used for purchases made by telephone at:

- a) Cellarmasters (1800 500 260) by providing your Card Number and Access Code when prompted.

6.4 WISH Gift Cards cannot be used at stand alone photo kiosks, DVD vending machines and mobile EFTPOS terminals.

6.5 WISH Gift Cards cannot be used towards the purchase of any gift cards sold through a Participating Store.

6.6 WISH Gift Cards cannot be refunded or used to obtain cash. You cannot use your WISH Gift Card to make a credit card payment or other transaction payments.

6.7 Resale of WISH Gift Cards is strictly prohibited, except with our prior written consent. If approved, WISH Gift Cards cannot be resold for more than the original purchase price. WISH Gift Cards that are resold in breach of this clause 6.7 will be invalid with the result that purchases of those cards will not be able to use or Redeem unspent value on their WISH Gift Cards.

6.8 Your use of the WISH 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 years, your WISH Gift Card cannot be Redeemed for products such as knives or, if you are under 15 years, a Participating Store may not supply you with video games or other material classified as MA15+.

6.9 Where the price of the goods or services being purchased with the WISH Gift Card exceeds the Card Balance, you must pay the amount in excess of the Card Balance by an alternative payment method at the discretion of the relevant Participating Store.

6.10 Once your WISH Gift Card has reached its Expiry Date, any unspent value cannot be used or Redeemed by you.

6.11 Once your WISH Gift Card has reached a nil balance it cannot be re-activated.

6.12 The Redemption of WISH Gift Cards is restricted to the purchase of standard retail quantities of goods.

7. No Recharging of the WISH Gift Card

7.1 After a WISH Gift Card has been activated you cannot subsequently add value to it.

8. Transaction enquiries

8.1 You can check your WISH Gift Card transaction history and Card Balance by:

- a) Visiting the Website;
- b) Calling 1300 10 1234;
- c) Downloading the Woolworths Money App from the Google Play™ or App store™; and/or
- d) Asking a staff member at any Woolworths Supermarkets or BIG W store.

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

9. Lost or Stolen WISH Gift Cards

9.1 You must treat your WISH Gift Card like cash. If your WISH 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 WISH 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).

9.2 We reserve the right to place a stop on your WISH Gift Card if:

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

10. Liability

10.1 You are responsible for use and safety of your WISH Gift Card, and are liable for all transactions made using your WISH Gift 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, tort, breach of contract, breach of warranty or for any other reason or cause whatsoever, arising out of or in connection with a WISH 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; 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 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 10 will apply even after this agreement has ended.

11. Relationship with us

11.1 WISH 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. WISH Gift 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 WISH Gift Cards.

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

11.3 You must not use a WISH 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.

12. Errors and complaints

12.1 If you have questions or if you wish to make a complaint about your WISH Gift Card, contact us via:

- a) Using the 'Contact us' section of the Website; and/or
- b) Calling our Customer Service Team on 1300 10 1234.