

# WESTFIELD GIFT CARD TERMS AND CONDITIONS

## IMPORTANT – PLEASE READ

1. Purchase or use of the Gift Card constitutes your acceptance of these terms and conditions. If you allow another person to use or take possession of your Gift Card, you must inform that person that they will be bound by these terms and conditions. These terms and conditions are governed by New Zealand law.
2. At the time of your purchase of a Gift Card, you must nominate a value between \$10 and \$995 to be loaded onto the Gift Card. We highly recommend you check that the value loaded onto your Gift Card is correct as soon as possible after purchase and that you notify Scentre Group if the incorrect amount is loaded onto your Gift Card. Due to regulatory requirements under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009, for all cash purchases over \$1000 at a Customer Service Desk we require you to provide Westfield Customer Services with your contact details and verification of your identification.

## GIFT CARD EXPIRY

3. Check the expiry date on your Gift Card as soon as you receive it. This will be 12 months from the date of purchase.
4. You should use all of the value of the Gift Card before the expiry date as refunds for the unused value may not be provided by Scentre Group after this date. Any such unused value may become the property of Scentre Group.
5. After the Gift Card has expired, it is no longer valid. All transactions will be declined.

## PHOTO CONTENT

6. Subject to clause 24, you agree that you are fully responsible for any messages, recordings, images, photographs or other content (Content) you submit to Scentre Group in connection with Westfield Gift Cards. Scentre Group shall not be liable in any way for such Content to the full extent permitted by law. Scentre Group may remove any Content without notice for any reason whatsoever. You warrant and agree that: (a) you will not submit any Content that is unlawful or fraudulent, or that Scentre Group may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for persons under the age of 16, or otherwise unsuitable for publication; (b) you will obtain prior consent from any person or property that appears in the Content; (c) you will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein; (d) the Content does not contain viruses or cause injury or harm to any person or entity; and (e) you will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
7. When you submit any Content, you, unless Scentre Group advises otherwise, license and grant Scentre Group, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for the purposes of, and incidental to your purchase of Gift Cards (including printing of Content onto Gift Cards or sharing Content with recipients of Gift Cards), or for any other purposes to which you, either expressly or impliedly, consent to, without compensation, restriction on use, attribution or liability. You warrant and agree that you have the full authority to grant these rights. Any Content provided by you will be processed by Scentre Group in accordance with the Scentre Group Privacy Policy at [westfield.co.nz](http://westfield.co.nz).
8. Where Scentre Group offers services for the printing of Content onto purchased Gift Cards, you are responsible for uploading images which are appropriate to print for in-store redemption. You must own the image or have consent to republish and adapt the image, and authorise Scentre Group to use, store and modify the image for the purposes of printing the image on a Gift Card. Scentre Group reserves the right, acting reasonably, to reject images (without notice to you) which it considers inappropriate including illegal, indecent, socially inappropriate or which Westfield considers may be protected by copyright or trade mark. If your image is rejected, your recipient may be issued with a standard Westfield Gift Card to the equivalent load value and no refund will be issued. Scentre Group does not make any guarantees as to the quality of any printed image.
9. Without limiting any other terms herein, you agree to indemnify Scentre Group for any breach of the clauses 6 to 8.

## REDEEMING GIFT CARDS

10. Except for refunds issued pursuant to clause 26 and to the extent permitted by law, Gift Cards cannot be exchanged, refunded or redeemed for cash nor can it be used to purchase another Westfield Gift Card.
11. The bearer of the Gift Card may use the Gift Card to make purchases of goods and/or services at participating stores at Westfield Shopping Centres in New Zealand in-store. The Gift Card may not be used for any other purpose.
12. Scentre Group is obliged to make payment in relation to the Gift Card only when it is used to make a purchase and there is sufficient unused value to make either full or part payment of that purchase. Scentre Group retains any interest earned on unused value.
13. Gift Cards are not legal tender, account cards, credit, charge or debit cards or securities and are not re-loadable.

## LOST, STOLEN OR FAULTY GIFT CARDS

14. Gift Cards should be treated like cash and should be kept securely.
15. If your Gift Card is lost or stolen, you should immediately call **0800 WESTFIELD** or **0800 937 834** or speak to a member of the Westfield Customer Service team at a Westfield Customer Service Desk, to report the loss. If requested by you, Scentre Group will take reasonable steps to cancel any Gift Card reported lost or stolen after being notified of that fact. You will need to provide information from the original receipt such as the Card number, original balance and expiry date as well as recent transaction history. Scentre Group is not liable to replace or reimburse you for any funds on lost or stolen Gift Cards that have been used for unauthorised transactions.
16. If the Gift Card is, or becomes, faulty, damaged or has been lost or stolen, you may obtain a replacement Gift Card by calling **0800 WESTFIELD** or **0800 937 834** or speaking to a member of the Westfield Customer Service team at a Westfield Customer Service Desk. You will be charged \$6 for any replacement Card issued as a consequence of a damaged, lost or stolen Card, which will be deducted from the balance of the replacement Card. The Gift Card may take up to 10 working days to be replaced. Replacement of faulty, damaged, lost or stolen Gift Cards will only be made upon presentation of the original receipt. The replacement Gift Card will be of the same value as the unused value remaining on the faulty, damaged, lost or stolen Gift Card at the time of replacement (less the \$6 replacement fee if applicable). A Gift Card may not be replaced after its expiry date.
17. Gift Cards will be void and will not be redeemable if they are defaced, mutilated, altered or tampered with in any way. Scentre Group may subject Gift Cards to verification and security checks in its absolute discretion.
18. Scentre Group is not liable for the availability, quality or fitness for purpose of any goods or services purchased with the Gift Card. If you have a dispute about the goods or services, you must resolve the dispute with the store where they were purchased from.
19. If you think there has been an unauthorised transaction involving your Gift Card, call **0800 WESTFIELD** or **0800 937 834** or visit a Westfield Customer Service Desk.

## PAYMENT FOR GIFT CARDS PURCHASED THROUGH SCENTRE GROUP

20. Payment can be made by any credit, charge, debit card or other payment type Scentre Group may decide to accept from time to time (in its complete discretion). Scentre Group reserves the right to charge an additional surcharge, imposed by card companies and banks, onto you. When paying by credit, charge card, debit card or other nominated account you authorize Scentre Group to debit the Order Total from your nominated credit, charge card, debit card or other nominated account. If your nominated credit, charge card, debit card or other nominated account is declined by your financial institution, Scentre Group will not be able to guarantee the processing of the Order, and may contact you to make alternative arrangements. Scentre Group may decide at any time not to accept payment from you for any reason. If Scentre Group declines to accept payment, Scentre Group will not process the Order and may not contact you to inform you that your Order will not be processed.

## COMPLAINTS

21. If you are not satisfied with the Gift Card services provided by Scentre Group, you should advise us of your complaint at any Westfield Customer Service Desk, by calling **0800 WESTFIELD** or **0800 937 834**, or by providing details online at [westfield.co.nz](http://westfield.co.nz). If your complaint is not resolved at the first point of contact, it will be referred to Scentre Group's internal dispute resolution process. We try to respond to your dispute within 14 business days. If our internal process does not resolve your complaint, Scentre Group may subscribe to an external dispute resolution program, determined at Scentre Group's sole discretion.

## OWNERSHIP OF THE GIFT CARD

22. The Gift Card remains the property of Scentre Group. The Gift Card may not be copied or reproduced in any circumstances. On expiry, or once the value is exhausted, you may return your Card to us or destroy your Card after use.

23. You cannot on sell your Card or assign any of your rights or obligations under these terms and conditions. Scentre Group may assign any of its rights and obligations under these terms and conditions to any other person or business, subject to such party assuming Scentre Group's obligations under these terms and conditions.

## PERSONAL INFORMATION

24. In accordance with the provisions of the Privacy Act 1993, Scentre Group may collect personal information from you. Scentre Group may use your details gained from the ordering or purchasing process, as well as information from how you use your Gift Card and what you buy in the participating stores. Details of Scentre Group's privacy policy, including how Scentre Group may treat your personal information, can be found at [westfield.co.nz](http://westfield.co.nz) or a copy can be obtained at a Westfield Customer Service Desk.

## GREETING CARDS

25. An amount of \$2 (including GST) will be charged for each envelope and greeting card purchased. This amount is additional to the monetary value loaded onto the Gift Card and payment surcharges.

## ONLINE PURCHASE OF GIFT CARDS

26. By placing an order for purchase of Gift Cards via [westfield.co.nz](http://westfield.co.nz) (the Website) you are agreeing to the terms and conditions set out below. You may place an Order by following the instructions on the Website. Your Order will be submitted by completing payment details and indicating your acceptance by activating the "Pay for Order" button. Orders will be deemed to have been received by Scentre Group at the time Scentre Group or its agent sends an Order confirmation to your nominated e-mail address. Each Order (once accepted) represents a separate Agreement incorporating the terms of that Order. Scentre Group reserves the right to not accept Orders, including Orders that request commercial quantities of Gift Cards. If Scentre Group is unable to supply your total Order, Scentre Group may endeavour to contact you to discuss whether you wish to proceed with the Order. Scentre Group reserves the right to cancel any Order without notice at any time for reasons beyond its reasonable control, and will not be liable to any person for doing so. In the event of a cancelled Order, any payments processed by Scentre Group will be promptly refunded. Customers who wish to cancel an Order must notify Scentre Group on 0800 WESTFIELD or 0800 937 834 by 9am on the next business day following the date of Order, quoting the Invoice reference number. Scentre Group will endeavour to process cancellation requests that are received by this time. You acknowledge that the Internet can be an unstable and, sometimes, unsecure marketplace. At times the Website may not be available, or Orders may not be processed or may not be accepted for reasons beyond our control. In these circumstances Scentre Group accepts no responsibility. Scentre Group does not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us, including your credit card or banking details, is transmitted at your own risk and Scentre Group is not responsible while such information is in transit. Once you click on "Pay For Order", Scentre Group will process payment for your Order, plus any delivery charges and Administration or Service Fees as itemised where you indicate your acceptance of this contract (Order Total), using your nominated credit, charge card, debit card or other nominated accounts using a secure payment gateway.

## DELIVERY, RISK & TITLE TO GOODS

27. Where Scentre Group arranges delivery of Gift Cards this will be through the services of a third party. Any issues regarding delivery of Gift Cards should be referred to Scentre Group directly. Subject to clause 22 and payment, property and risk in greeting cards, envelopes and monetary value on the Gift Card(s) itself (Goods) passes to you upon dispatch of the Goods to your nominated delivery address. No refunds will be provided by Scentre Group for the monetary value on the Gift Card.

## CHANGES IN THE CONDITIONS

28. Scentre Group may update these terms and conditions from time to time (including as to fees). A copy of the latest version of these terms and conditions is available from [westfield.co.nz](http://westfield.co.nz) or Westfield Customer Service Desks. We recommend that you check our terms and conditions regularly.

## CONSUMER GUARANTEES ACT

29. Nothing in these terms and conditions is intended to exclude, restrict or modify your rights under the Consumer Guarantees Act 1993.

## LIABILITY

30. Subject to clause 29, to the extent permitted by law, Scentre Group's liability is limited to replacing faulty Gift Cards. Scentre Group will not be liable to you for breach of these terms and conditions or any consequential loss or damage, including but not limited to, any liability in connection with any goods or services purchased by the redemption of your Gift Card.

31. Redemption of Gift Cards is dependent upon a number of third party arrangements, including the availability of a retailer's EFTPOS or other point of sale systems, and other service providers. These systems may not be available at all times, and this may mean that you are not able to redeem a Gift Card when these systems are unavailable. Scentre Group is not responsible for these systems, and will not be liable for, any loss or damage caused by these systems being unavailable.

# SCENTRE GROUP