

Westfield Gift Card Terms & Conditions

Current as at 1 October 2020

References to "You" or "Your" in these terms and conditions are to the purchaser and/ or recipient and user of the Westfield Gift Card.

References to "We", "Us", "Our", "Westfield", "Scentre Group" or "Scentre" in these terms and conditions are to Scentre (New Zealand) Limited.

Westfield Gift Cards are issued by Scentre (New Zealand) Limited, Company Number 847547.

A separate contract is created between You and Scentre on these terms and conditions for each Westfield Gift Card You hold.

Purchasing or using a Westfield Gift Card means that You accept these terms and conditions. If You let another person, use Your Westfield Gift Card, You must tell them that the use of the Gift Card is subject to these terms and conditions.

These terms and conditions are governed by New Zealand law.

We may, in Our complete discretion, refuse to sell Westfield Gift Cards to any person at any time for any reason.

1. Westfield Gift Cards are redeemable at participating retailers in Westfield Shopping Centres in New Zealand. A list of participating retailers can be located at westfield.co.nz. The bearer of the Westfield Gift Card may use the Westfield Gift Card to make purchases of goods and/or services at participating stores at Westfield Shopping Centres in New Zealand in-store. The Westfield Gift Card may not be used for any other purpose.
2. Westfield Gift Cards purchased at a Customer Service Desk in a Westfield shopping centre or purchased at a third-party retailer will be activated within 48 hours of purchase or, if You have a Westfield Gift Card which was purchased online, it will be activated on dispatch of the order.
3. When making a payment using Your Westfield Gift Card You will be required to select credit and input the PIN (which can be located on the back of the card).
4. **Your Westfield Gift Card is not a cash substitute. Westfield Gift Cards cannot be redeemed for cash, reloaded, returned for a refund, used for online purchases, or have balances of multiple Westfield Gift Cards consolidated to a new Westfield Gift Card. Westfield Gift Cards cannot be used for cash equivalent transactions (such as bill payments, purchase of financial products or foreign currency, or gambling transactions).** We may in Our sole discretion elect to cancel a Westfield Gift Card or block such a transaction if You attempt to do so.
5. **Westfield Gift Cards are valid for a period of 12 months from the date of issue.** The expiry date is indicated on the back of the Westfield Gift Card. Check the expiry date on Your Westfield Gift Card as soon as You receive it.



6. After the Westfield Gift Card has expired, it is no longer valid, and all transactions will be declined. You agree that You have no right to receive a refund of any unused value remaining and that unused value will become Scentre's property immediately following the expiry date unless Scentre elects otherwise.
7. Keep Your Westfield Gift Card secure and treat it as You would treat cash, as anyone holding the Westfield Gift Card can use its value to make purchases. You acknowledge and agree that any delay or failure to report a lost or stolen card to Us may result in Your Westfield Gift Card being used without Your consent. If Your Westfield Gift Card is lost or stolen, or You suspect an unauthorised transaction, You must immediately report this by submitting a request at giftcards.westfield.co.nz or calling **0800 WESTFIELD or 0800 937 834**.
8. We may at Our discretion issue You a replacement Westfield Gift Card in certain circumstances. **Any replacement Westfield Gift Card will have the same unused value of the original Westfield Gift Card (at the time of replacement) and expiry date (less the \$6 replacement fee)**. You must present your Westfield receipt to the Customer Service Desk at any Westfield Centre. If requested by You, Scentre will take reasonable steps to cancel any Westfield Gift Card reported lost or stolen after being notified of that fact. Scentre is not liable to replace or reimburse You for any funds on lost or stolen Westfield Gift Cards that have been used for unauthorised transactions.
9. You will be charged \$6 for any replacement card issued as a consequence of a damaged, lost, or stolen Westfield Gift Card, which will be deducted from the balance of the replacement Westfield Gift Card. The Westfield Gift Card may take up to 10 working days to be replaced.
10. Westfield Gift Cards will be void, **if** they are defaced, mutilated, altered, or tampered with in any way. We may subject Westfield Gift Cards to verification and security checks **in** its absolute discretion.
11. **Westfield Gift Cards are not legal tender. Account cards, credit cards or debit cards or securities.** Westfield Gift Cards are single load cards and refunds onto a Westfield Gift Card cannot be completed.
12. Scentre is not liable for the availability quality, or fitness for purpose of any goods or services purchased with a Westfield Gift Card. Any dispute about goods or services purchased with a Westfield Gift Card, including any mistaken transaction, must be resolved with the retailer where the original transaction was completed.
13. Except for rights which cannot be excluded, any conditions or warranties implied or imposed by legislation or otherwise are excluded from these conditions of use. To the extent permitted by law, Scentre's liability in all circumstances is limited to replacing faulty Westfield Gift Cards.
14. 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 is not responsible for these systems, and will not be liable for, any loss or damage caused by these systems being unavailable.



15. Scentre is obliged to make payment in relation to the Westfield 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 retains any interest earned on unused value.
16. The Westfield Gift Card remains the property of Scentre. The Westfield Gift Card may not be copied or reproduced in any circumstances. On expiry, or once the value is exhausted, You may return Your Westfield Gift Card to Us or destroy Your Westfield Gift Card after use.
17. You cannot on sell Your Westfield Gift Card or assign any of Your rights or obligations under these terms and conditions. We may assign any of Our rights and obligations under these terms and conditions to any other person or business, subject to such party assuming Scentre's obligations under these terms and conditions.
18. If You have a query or complaint about the Westfield Gift Card, please contact Us by submitting a request at giftcards.westfield.co.nz or calling **0800 WESTFIELD** or **0800 937 834** (during Auckland business hours) or the **Customer Service Desk** in any Westfield shopping centre in New Zealand.
19. In accordance with the provisions of the Privacy Act 1993, Scentre Group may collect personal information from you. We may collect Westfield Gift Card transaction information, including the retailer and cost of each transaction. This information is not linked to the user of a Westfield Gift Card, except for when we reasonably suspect fraud. Details of [Scentre Group's Privacy Policy](#), including how Scentre Group may treat your personal information, can be found at westfield.co.nz.
20. The information in these Terms and Conditions is current as at the date stated at the beginning of this document. We may change, add to, or delete the terms and conditions in these Terms and Conditions at any time (including to introduce new fees). If We make any such change, we'll publish it at westfield.co.nz no later than the date when the changes take effect, unless relevant law requests more advance notice to be provided to you.
21. Nothing in these terms and conditions is intended to exclude, restrict, or modify Your rights under the Consumer Guarantees Act 1993.



Westfield Gift Card – Purchase Terms & Conditions

Current as of 31 October 2022.

References to "You" or "Your" in these terms and conditions are to the purchaser and/ or recipient and user of the Westfield Gift Card.

References to "We", "Us", "Our", "Westfield", "Scentre Group" or "Scentre" in these terms and conditions are to Scentre (New Zealand) Limited.

Westfield Gift Cards are issued by Scentre (New Zealand) Limited, Company Number 847547.

These conditions apply to the purchase of Westfield Gift Cards from the following channels:

- Via Our [Website](#); and
- At a Customer Service Desk in any Westfield shopping centre in New Zealand (either being an "Order").

By placing an Order, You are agreeing to the terms and conditions set out below. These terms and conditions are governed by New Zealand law.

Westfield Gift Cards Generally

1. Westfield Gift Cards are subject to the Westfield Gift Card Terms and Conditions, which are available on [Our Website](#) and at Customer Service Desks in Westfield shopping Centres in New Zealand, owned and operated by Scentre Group.
2. Your Westfield Gift Card will expire 12 months from the date of issue. The expiry date is indicated on the back of the Westfield Gift Card. Check the expiry date on Your Westfield Gift Card as soon as You receive it.
3. After the Westfield Gift Card has expired, it is no longer valid. All transactions will be declined. You agree that You have no right to receive a refund of any unused value remaining on a Westfield Gift Card and that unused value will become Westfield's property immediately following the expiry data unless Westfield elects otherwise.
4. In order to use a Westfield Gift Card, refer to Our [FAQs](#) for further information.

Orders

5. Once accepted, each Order represents a separate Agreement incorporating the terms of that Order, including these terms and conditions and the Westfield Gift Card Terms and Conditions. In the event that there is a conflict between these terms and conditions and the Westfield Gift Card Terms and Conditions, the Westfield Gift Card Terms and Conditions will prevail to the extent of the inconsistency.
6. You may place an Order by following the instructions on the Website. Your Order will be submitted when You complete Your payment details and indicated Your Acceptance by activating the "Pay for Order" button. Orders will be deemed to have been received and accepted by Us at the time We send an Order confirmation to your nominated email address.
7. Westfield Gift Cards purchased online are delivered active and do not require activation on receipt of Your Order.



8. The value of Westfield Gift Cards purchased in an Order, or a series of Orders that appear to be linked, must not exceed NZ\$4,999. We will determine if a series of Orders appears to be linked in our sole discretion. A maximum total Order limit of NZ\$1,000 per customer per day applies (excluding fees and packaging). A minimum value of NZ\$10 and a maximum of NZ\$500 can be loaded on each Westfield Gift Card. A specific limit of 25 Westfield Gift Cards applies to Orders made via our website. We highly recommend You check that the value loaded onto Your Westfield Gift Card is correct as soon as possible after purchase and that You notify Scentre Group if the incorrect amount is loaded onto Your Westfield Gift Card. By placing an Order, you represent and warrant that you will not exceed the purchasing thresholds set out in these terms and agree that Westfield may cancel any Order or void any Westfield Gift Card that breach these thresholds.
9. We may change the minimum and maximum amounts that can be loaded onto a Westfield Gift Card from time to time, as well as any purchasing limits at Our sole discretion.
10. We reserve the right to not accept Orders, including those for commercial quantities of Westfield Gift Cards. If We are unable to supply Your total Order, We will endeavor to contact You to discuss whether You wish to process with the part of the Order.
11. We reserve the right to cancel any Order at any time, without notice, for any reason.
12. If You wish to cancel an Order, You must immediately notify Our Gift Card Customer Support Team by submitting a request at giftcards.westfield.co.nz, by not later than 9am on the next business day following the date of Order, quoting the Order number. Orders that have already been processed cannot be cancelled. Where possible, We will endeavor to process cancellation requests and provide You with a refund, but We will not be liable, to the extent permitted by law, for any failure to do so.
13. You acknowledge that the internet can be an unstable and, sometime, insecure marketplace. At times the Website may not be available; Orders may not be processed or may not be accepted for reasons beyond Our control. In these circumstances We accept no responsibility to the maximum extent permitted by law. We do not warrant and cannot ensure the security of any information transmitted, or a person on Your behalf transmits, to Us. Accordingly, any information which You transmit to Us, including Your credit card details, is transmitted at Your own risk and We are not responsible while such information is in transit. The New Zealand Government has supported publication of additional information here about protecting yourself in online transactions (that Website is not operated by Us).

Video and Photo Messaging Content

14. 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.



15. 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 Westfield Gift Cards (including printing of Content onto Westfield Gift Cards or sharing Content with recipients of Westfield 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.
16. Without limiting any other terms, You agree to indemnify Scentre Group for any breach of clauses 15 -16 and further acknowledge and agree that You have no rights, title or interest in Our name, trademarks or logos.
17. Where Scentre Group offers services for the printing of Content onto purchased Westfield 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 Westfield 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.
18. Without limiting any other terms herein, You agree to indemnify Scentre Group for any breach of the clauses 15 to 18.

Payment

19. A maximum cash payment limit of NZ\$500 applies per day per customer (excluding packaging and fees). Any payments for gift cards over NZ\$500 must be made via direct debit (where available), credit card, debit card or EFTPOS. We will also request you to provide a government issued photo id for on-the-spot verification for Orders of NZ\$500 or over at any Customer Service Desk in any Westfield shopping centre in New Zealand.
20. Where You have elected to pay for Your Order using a credit, charge, debit card, We will process payment for Your Order once You click on "Pay For Order", plus any delivery charges, and Administration or Service fees as itemised on the final screen which indicates Your acceptance of this contract (Order Total), using Your nominated credit, charge card, debit card via a secure payment gateway. You authorise Us or Our third-party provider to debit the Order Total from Your nominated credit card. If Your nominated credit card is declined by Your financial institution, We will not be required to fulfil the Order and may contact You to make alternative payment and delivery arrangements.
21. Scentre Group reserves the right to charge an additional surcharge, imposed by card companies and banks, onto You.
22. We may decide at any time not to accept payment from You for any reason. If We decline to accept payment, We will not process the Order and may not contact You to inform You that Your Order will not be processed. We will not process any Order until the payment has been received and will not be liable for any delay from banking delays.

Delivery, Risk & Title to Goods

23. Westfield Gift Cards are only available for delivery within New Zealand. All Order are delivered via a third-party postal service to a nominated residential or business address. Westfield Gift Cards cannot be delivered to a P.O Box or Locked Bag address. All third-party postal services are sub-contracted to Us for carrying out delivery of Westfield Gift Cards ordered online. Any issues regarding delivery of Westfield Gift Cards should be referred to Our Gift Card Customer Support team by submitting a request at giftcards.westfield.co.nz.



24. We will endeavor to deliver Your Westfield Gift Cards within the recommended time frame outlined on the Website during the ordering process. You acknowledge that We cannot guarantee on-time delivery and delays may occur.
25. To the maximum extent permitted by law, We will not be liable to You or anyone else for any losses suffered or incurred due to delay in delivery or for lost or misdirected Westfield Gift Cards, including any Westfield Gift Cards lost or misdirected in the mail or where the incorrect delivery address is provided at the time of purchase.
26. Subject to payment, property and risk in greeting cards, envelopes, and monetary value in the Westfield 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 Westfield Gift Card.

Personal Information

27. In accordance with the provisions of the Privacy Act 2020, Scentre Group may collect personal information from You. Scentre Group collects personal information gained from the ordering or purchasing of Westfield Gift Cards, this information includes but is not limited to first and last name, email address, postal and billing address, and where relevant credit card information. We may share personal information with our service providers to enable the purchase, processing, and delivery of Westfield Gift Cards. In connection with our operation of the gift cards, we may also share your information with relevant third parties that (a) facilitate transactions investigation and assist with identification or suspicious or fraudulent transactions; (b) are our outsourced service providers (for example, data switches); (c) are regulatory bodies, government agencies, law enforcement bodies and courts; or (d) are participants in the payment system and other financial institutions for the purpose of resolving disputes, errors or other matters arising from your use of your gift card.. We may collect Westfield Gift Card transaction information, including the retailer and cost of each transaction. This information is not linked to the user of a Westfield Gift Card, expect for when we reasonably suspect fraud. Details of Scentre Group's Privacy Policy, including how Scentre Group may treat your personal information, can be found at westfield.co.nz.
28. You acknowledge and agree that by providing Us with any personal or proprietary user information through the Website or by any other means, You consent to the transmission of such personal or proprietary user information to Us and relevant third parties, as necessary, for processing and activating Your Order.
29. The Scentre Group Privacy Policy applies to all interactions with this Website, including an Order, and all other related sites and services operated and provided by Us.

Changes to these Conditions

30. The information in these Terms and Conditions is current as at the date stated at the beginning of this document. We may change, add to, or delete the terms and conditions in these Terms and Conditions at any time (including to introduce new fees). If We make any such change, we'll publish it at giftcards.westfield.co.nz no later than the date when the changes take effect, unless relevant law requests more advance notice to be provided to You.

Consumer Guarantees Act

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