



## Your Pick eGift Card Terms and Conditions

Date: 14 August 2020

Your Pick eGift Card issuer: Prezzy Pty Limited ABN 16 602 963 422

### TERMS AND CONDITIONS:

#### 1. Definitions

In the terms and conditions:

**“Access Code”** means the 5-digit number that appears on (or is provided with) the Your Pick eGift Card which is required to make a transaction or transaction enquiry.

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

**“Card Balance”** means the unspent value of a Your Pick eGift Card.

**“Card Number”** means the 16-digit card number associated with a Your Pick eGift Card.

**“Expiry Date”** means 36 months from the date of issue of the Your Pick eGift Card as specified in the email and/or SMS message used to deliver the Your Pick eGift Card, after which time any remaining funds on a Your Pick eGift Card will not be available for Redemption.

**“Delayed Delivery”** means the Your Pick 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 Your Pick eGift Card.

**“Participating Retailer”** and **“Participating Retailer Gift Card”** are each listed in the table below. A Participating Retailer Gift Card is an electronic gift card issued by a Participating Retailer that is available to be purchased on the Redemption Website using a Your Pick eGift Card:

<b>Participating Retailer</b>	<b>Participating Retailer Gift Card</b>
Woolworths Group Limited (ABN 88 000 014 675)	WISH Gift Card
Woolworths Group Limited (ABN 88 000 014 675)	BIG W Store eGift Card

Woolworths Group Limited (ABN 88 000 014 675)	BWS Store eGift Card
Woolworths Group Limited (ABN 88 000 014 675)	Dan Murphy's Store eGift Card
David Jones Limited (ABN 75 000 074 573)	David Jones eGift Card (Australia)
Myer Pty Ltd (ABN 83 004 143 239)	Myer eGift Card
Uber Pacific Pty Ltd (ABN 96 622 366 116)	Uber Eats (AU) eGift Card
Barbeques Galore (Aust) Pty Limited (ABN 93 001 354 454)	Barbeques Galore eGift Card
SRG Leisure Retail Pty Ltd (ABN 51 110 667 411)	BCF eGift Card
Netflix International B.V.	Netflix eGift Card
Rebel Sport Limited (ABN 78 003 283 823)	Rebel eGift Card
Kathmandu Pty. Ltd. (ABN 84 007 047 547)	Kathmandu eGift Card
JB Hi-Fi Group Pty Ltd (ACN 093 114 286)	JB Hi-Fi eGift Card (Australia)
Microsoft Corporation	Xbox Live eGift Card
Sony Interactive Entertainment Network Europe Limited	Playstation Network eGift Card
Peter Alexander Sleepwear Pty Ltd (ABN 48 091 296 776)	Peter Alexander eGift Card

**“Prezzee”** means Prezzee Pty Limited (ABN 16 602 963 422).

**“Recipient”** means the person who receives the Your Pick 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 Your Pick eGift Card by using the Your Pick eGift Card to purchase a Participating Retailer Gift Card on the Redemption Website, and **“Redeemable”**, **“Redeemed”** and **“Redemption”** have corresponding meanings.

**“Redemption Website”** means, for any Your Pick eGift Card, the unique website used to Redeem that Your Pick eGift Card (with the URL for the website provided to the Recipient when that Your Pick eGift Card is delivered to the Recipient).

**“Website”** means <http://woolworths.prezzee.com.au>.

**“Woolworths”** means Woolworths Group Limited (ABN 16 602 963 422).

**"Your Pick eGift Card"** means the "Your Pick eGift Card" issued by us to you in electronic form, as described in these terms and conditions.

A reference to **"we"**, **"us"** or **"our"** is a reference to Prezzee.

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, and includes any purchaser or Recipient of a Your Pick eGift Card.

## 2. Agreeing to the terms and conditions

2.1 These terms and conditions apply to each Your Pick eGift Card.

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

2.3 By purchasing, activating, using or attempting to use a Your Pick eGift Card, or by making a transaction enquiry or exercising any right to Redeem value loaded on an eGift Card, you warrant to us that you will comply with these terms and conditions and all applicable laws and that the Your Pick eGift Card will not be used in any manner that is unlawful, misleading, deceptive, unfair or otherwise harmful to consumers.

2.4. You agree to the:

a) Prezzee eGift Cards Terms of Service (available on the Website); and

b) Prezzee e-Gift Cards Terms of Sale (available on the Website),

and to the extent of any inconsistency between the terms listed in 2.4(a) or (b), and these terms and conditions, these terms and conditions prevail.

2.5 If you are giving a Your Pick eGift Card to a Recipient, you should ensure that the Recipient is aware of the terms and conditions that apply to the Your Pick eGift Card and the relevant Expiry Date of the Your Pick eGift Card.

## 3. Purchasing a Your Pick eGift Card

3.1 Your Pick eGift Cards can only be purchased online from Prezzee at the Website.

3.2 When purchasing a Your Pick eGift Card at the Website, payment can be made using a credit or debit card (VISA, MasterCard or American Express) or other approved method of payment as updated on the Website from time to time (**"Payment Methods"**). Payment is required prior to the Your Pick eGift Card being dispatched.

3.3 In order to purchase a Your Pick eGift Card you will need to purchase as a "guest" and cannot purchase as a Prezzee account-holder.

3.4 Each Your Pick eGift Card is dispatched by us to the Recipient via email or short message service (SMS) and you will be notified when the Recipient has opened the card. If the Recipient has not received an email notifying them of the Your Pick eGift Card, ask the Recipient to check their junk or spam folders.

3.5 If you have selected a Delayed Delivery for a Your Pick eGift Card, Prezzy will endeavour to deliver the Your Pick eGift Card at the date (and time if applicable) selected by you, however we and Woolworths cannot guarantee the time of delivery or the delivery of the Your Pick eGift Card on the date defined by you.

3.6 You agree to Woolworths and Prezzy collecting, sharing, using, storing and otherwise handling your personal information in accordance with:

- a) the Prezzy Privacy Policy (available on the Website); and
- b) the Woolworths Group Privacy Policy and Woolworths Gift Cards Collection Notice (available at <https://woolworths.com.au/giftcards>).

#### **4. Personalising a Your Pick eGift Card**

4.1 There is no cost to you to personalise a Your Pick eGift Card in accordance with this clause 4.

4.2 When ordering a Your Pick eGift Card you have the choice to provide a personal message to be sent to the Recipient.

4.3 If we find inappropriate, offensive or otherwise objectionable messages, we reserve the right to remove the offending message and apply a default message to the Your Pick 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;
- d) Sexually explicit material of any kind; and
- e) Advertising or promotional materials or branded products.

4.4 We shall not be obliged to justify our decision, when denying any message submitted by you when purchasing a Your Pick eGift Card.

#### **5. Loading value to a Your Pick eGift Card**

5.1 Amounts of AU\$50, AU\$75, AU\$100, AU\$125, and AU\$150 can be loaded on an eGift Card online at the Website via the Payment Methods at the time of purchase.

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

5.3 Value loaded onto a Your Pick eGift Card at point of sale or otherwise is not a qualifying amount for the purposes of any rewards points offered through the Everyday Rewards program, unless you are offered a points booster by Woolworths and you satisfy the eligibility requirements and other terms and conditions for that points booster. See [woolworthsrewards.com.au](http://woolworthsrewards.com.au) for full details of the Everyday Rewards program.

5.4 There may be a delay between when you pay for a Your Pick eGift Card via the Website and when the Your Pick eGift Card is activated and available for Redemption on the Redemption Website. During the period of delay, the Your Pick eGift Card cannot be used to make purchases or transaction enquiries.

5.5 Your Pick eGift Card is valid for Redemption until the Expiry Date.

## **6. Redeeming your Your Pick eGift Card**

6.1 You must Redeem any Your Pick eGift Card via the Redemption Website in accordance with the following:

- a) a purchase of any Participating Retailer Gift Card using a Your Pick eGift Card may also be known as a “swap”; and
- b) once you have completed a transaction to purchase a Participating Retailer Gift Card using a Your Pick eGift Card via the Redemption Website, you cannot return or receive a refund for the value of the purchased Participating Retailer Gift Card.

6.2 Subject to clause 6.3, there are no limits on the number of Redemption transactions for a Your Pick eGift Card.

6.3 In any one Redemption transaction, a Your Pick eGift Card can only be Redeemed for purchase of up to 5 Participating Retailer Gift Cards which in aggregate have a value that does not exceed the Card Balance for that Your Pick eGift Card. Value Redeemed is deducted from the Card Balance.

6.4 Your Pick eGift Cards cannot be refunded or used to obtain cash. You cannot use your Your Pick eGift Card to make a credit card payment or other transaction account deposits. Resale of eGift Cards is strictly prohibited, except with our and Woolworths’ prior written consent. If approved, Your Pick eGift Cards cannot be resold for more than the original purchase price. Your Pick 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 Your Pick eGift Cards.

6.5 Your use of any Participating Retailer Gift Card (purchased using a Your Pick eGift Card) is subject at all times to the policies and other terms and conditions issued by the Participating Retailer in respect of the Participating Retailer Gift Card. You should refer to the separate terms and conditions

for the relevant Participating Retailer Gift Card issued by the relevant Participating Retailer before Redeeming your Your Pick eGift Card and for terms and conditions relating to redemption, use and expiry of that Participating Retailer Gift Card.

6.6 You will not be able to swap a Your Pick eGift Card (or redeem or otherwise be refunded the Card Balance for a Your Pick eGift Card) where the aggregate price of the Participating Retailer Gift Card(s) that you wish to purchase with a Your Pick eGift Card exceeds the Card Balance for that Your Pick eGift Card.

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

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

6.9 The Redemption of Your Pick eGift Cards is restricted to the purchase of standard retail quantities of Participating Retailer Gift Cards via the Redemption Website. If you purchase multiple Your Pick eGift Cards on a single day, the total amount that you load on all the Your Pick eGift Cards may not exceed AU\$10,000.

## **7. No recharging of the Your Pick eGift Card**

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

## **8. Transaction enquiries**

8.1 You can check your Your Pick eGift Card(s) Expiry Date, transaction history and Card Balance by visiting the Redemption Website.

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

## **9. Lost or Stolen Your Pick eGift Cards**

9.1 You must treat your Your Pick eGift Card like cash. If your Your Pick eGift Card is deleted, damaged, lost or stolen, please contact Prezsee using the contact details set out in clause 12. However, Prezsee and Woolworths have no obligation to replace or refund value for lost, stolen, damaged or deleted Your Pick 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 Prezsee and Woolworths reserve the right to place a stop on your Your Pick eGift Card if:

a) You report that your Your Pick eGift Card has been lost, stolen, damaged or deleted;

- b) Prezzy and/or Woolworths believe (or reasonably suspect) that you have used (or will use) your Your Pick eGift Card contrary to these terms and conditions; or
- c) Prezzy and/or Woolworths believe (or reasonably suspect) that there is an error with your Your Pick eGift Card.

## **10. Liability**

10.1 You are responsible for the use and safety of your Your Pick eGift Card, and are liable for all transactions made on your Your Pick eGift Card and any Participating Retailer Gift Card purchased by you using a Your Pick eGift Card.

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

- a) Prezzy and Woolworths 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 Your Pick eGift Card, these terms and conditions or your use of the Website or Redemption Website, including any loss or corruption of data, interference with or damage to your computer or any interruption, delay or failure in the Website or Redemption Website; and
- b) you agree to indemnify Prezzy and Woolworths against any claim, damages or expenses Prezzy and/or Woolworths suffer in connection with the infringement by you of another person's intellectual property rights in connection with a Your Pick eGift Card or Participating Retail Gift Card purchased using a Your Pick eGift Card.

10.3 The exclusion of Prezzy's and/or Woolworths' 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, Prezzy and Woolworths limit our respective liability for breach of any such implied conditions or warranties to re-supply of the services (or costs thereof). Any liability Prezzy and/or Woolworths has 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 and Woolworths**

11.1 All Your Pick eGift Cards are issued by us to you via the Website (which is owned and operated by Prezzy). Although Your Pick eGift Cards are Woolworths branded, Your Pick eGift Cards are gift cards that are issued by Prezzy (and not by Woolworths).

11.2 Your Pick 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 Prezzy and Woolworths' prior written approval. Your Pick eGift Cards that are used in marketing, advertising or other promotional

activities in breach of this clause 11.2 will be invalid with the result that Recipients of those cards will not be able to use or Redeem unspent value on their Your Pick eGift Cards.

11.3 Use of Woolworths' and/or Prezzy's name or brands, or any names, logos or get-up of Your Pick eGift Cards (other than in connection with the purchase or use of Your Pick eGift Cards), is strictly prohibited.

11.4 Subject to clause 11.2, you must not use a Your Pick 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 Prezzy or any of our subsidiaries, affiliates or partners (including Woolworths).

## **12. Errors and complaints**

12.1 If you have questions or wish to make a complaint about your Your Pick eGift Card, contact us by:

a) Email: [help@prezzy.com.au](mailto:help@prezzy.com.au); and/or

b) Phone: +612 9093 2777.