



Bonus Store eGift Card Terms and Conditions

Date: 01 June 2020

Product Issuer:

Woolworths Group Limited ABN 88 000 014 675

1 Woolworths Way Bella Vista NSW 2153

giftcards.woolworths.com.au

TERMS & CONDITIONS:

1. Definitions

In the terms and conditions:

"Access Code" means:

- a) in relation to a Physical eGift Card, the 4-digit number on the back of a Physical eGift Card; and
- b) in relation to an eGift Card the 4-digit number that appears on the Bonus Store eGift Card which is required to make a transaction or transaction enquiry.

"activate" means the initial loading of value onto a Bonus Store eGift Card.

"Bonus Store eGift Card" means one of the following gift cards issued by us to you either as a Physical eGift Card or an eGift Card:

- a) Woolworths Supermarket Bonus Store eGift Card;
- b) Woolworths Online Bonus Store eGift Card;
- c) BIG W Bonus Store eGift Card;
- d) BWS Bonus Store eGift Card;
- e) Cellarmasters Bonus Store eGift Card; or
- f) Dan Murphy's Bonus Store eGift Card.

"Card Balance" means the unspent value of a Bonus Store eGift Card.

"Card Number" means:

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

“Delayed Delivery” means the 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 eGift Card.

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

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

“Expiry Date” means a Bonus Store eGift Cards will expire at 3, 6, 12 or 36 months from the date of issue of the Bonus Store eGift Card as specified on the front of the Bonus Store eGift Card, after which time any remaining funds on a Bonus Store eGift Card will not be available for Redemption.

“Participating Store” means one of the stores listed on the Website as a store which accepts payment using the Bonus Store eGift Card, as amended from time to time and vary between each type of Bonus Store eGift Card.

“Physical eGift Card” means a Bonus Store eGift Card issued in conventional plastic card form.

“Recipient” means the person who receives the Bonus Store 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 Bonus Store eGift Card by using the Bonus Store eGift Card to purchase goods or services, and “Redeemable”, “Redeemed” and “Redemption” have corresponding meanings.

“Website” means giftcards.woolworths.com.au.

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, and includes any purchaser or Recipient of a Bonus Store eGift Card.

2. Agreeing to the terms and conditions

2.1 These terms and conditions apply to each Bonus Store eGift Card.

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

2.3 By purchasing, activating, using or attempting to use a Bonus Store eGift Card, or by making a transaction enquiry or exercising any right to Redeem value loaded on a Bonus Store eGift Card,

you warrant to us that you will comply with these terms and conditions and all applicable laws and that the Bonus Store eGift 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 Bonus Store eGift Card to a Recipient, you should ensure that the Recipient is aware of the terms and conditions that apply to the Bonus Store eGift Card and the relevant Expiry Date of the Bonus Store eGift Card.

3. Purchasing a Bonus Store eGift Card and offering to Recipients

3.1 Bonus Store eGift Cards can only be purchased online at the Website or from any supplier of Bonus Store eGift Cards notified by us to you.

3.2 When purchasing a Bonus Store eGift Card online, payment can be made using a credit card, via EFT direct deposit or cheque. Payment is required prior to the Bonus Store eGift Card being dispatched.

3.3 You agree that any Bonus Store eGift Cards (with an Expiry Date of 3, 6 or 12 months) purchased by you must be supplied by you or any of your partners to a Recipient as part of a customer loyalty or rewards program managed by us or by a third-party (Customer Loyalty Program).

3.4 If a Bonus Store eGift Card is offered to a Recipient as part of a Customer Loyalty Program, the separate terms and conditions of that Customer Loyalty Program will govern the terms of that Recipient's eligibility to receive that Bonus Store eGift Card.

4. Personalising an eGift Card

4.1 By ordering a Bonus Store 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 cost to you to personalise a Bonus Store eGift Card.

4.3 In order to personalise the eGift Card, the procedures set out in 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 Bonus Store eGift Card message and/or image to the Bonus Store 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 and/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 a Bonus Store eGift Card in accordance with clause 4.5.

4.7 You can use a company logo for a Bonus Store 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 sub-contractors a royalty free, unrestricted right to use or reproduce such photo or images for the purposes of the production of the Bonus Store eGift Card.

4.9 Variations in colour and quality of the photo or image on the Bonus Store 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 to a Bonus Store eGift Card

5.1 A minimum of \$1 and a maximum of \$500 can be loaded on a Bonus Store eGift Card online at the Website or through our Bonus Store eGift Card supplier via credit card, via EFT direct deposit or cheque at the time of purchase.

5.2 When purchased online via partner programs, customer may only have the option of selecting and purchasing Bonus Store eGift Cards to pre-defined values.

5.3 At our absolute discretion, we may change the minimum and maximum amounts that can be loaded on Bonus Store eGift Cards. If we decide to do this, we will publish details on the Website or otherwise notify any relevant Bonus Store eGift Card suppliers through which you purchase Bonus Store eGift Cards.

5.4 Value loaded onto a Bonus Store eGift Card at point of sale or otherwise is not a qualifying amount for the purposes of any offer from time to time of a discount on fuel purchases. See

woolworths.com.au/Shop/Discover/petrol for full details regarding Woolworths fuel offers.

5.5 Value loaded onto a Bonus Store eGift Card at point of sale or otherwise is not a qualifying amount for the purposes of any Everyday Rewards points offered through the Everyday Rewards program. See everydayrewards.com.au for full details of the Everyday Rewards program.

5.6 There may be a delay between when you pay for a Bonus Store eGift Card via the Website or through any of our Bonus Store eGift Card suppliers and when the Bonus Store eGift Card is activated by our system. During the period of delay, the Bonus Store eGift Card cannot be used to make purchases or transaction enquiries.

5.7 Your Bonus Store eGift Card is valid for use until the Expiry Date.

6. Redeeming your Bonus Store eGift Card

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

6.2 You must Redeem your Bonus Store eGift Card at a Participating Store in accordance with the following:

- a) Woolworths Supermarkets Bonus Store eGift Cards can only be Redeemed at Woolworths Supermarkets or online at www.woolworths.com.au (excludes online photo processing).
- b) Woolworths Online Bonus Store eGift Cards can only be Redeemed online at www.woolworths.com.au
- c) BIG W Bonus Store eGift Cards can only be Redeemed at BIG W stores or online at www.bigw.com.au (excludes online photo processing);
- d) BWS Bonus Store eGift Cards can only be Redeemed at BWS stores or online at www.bws.com.au;
- e) Cellarmasters Bonus Store eGift Cards can only be Redeemed online at www.cellarmasters.com.au or via Cellarmasters phone ordering service (1800 500 260);
- f) Dan Murphy's Bonus Store eGift Cards can only be Redeemed at Dan Murphy's stores or online at www.danmurphys.com.au.

6.3 No Bonus Store eGift Card can be used at stand alone photo kiosks, DVD vending machines and mobile EFTPOS terminals.

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

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 Bonus Store eGift Cards.

6.5 In addition, you cannot use your Bonus Store eGift Card to purchase the following products from a Participating Store:

- a) Gift cards and vouchers;
- b) Lotto / lottery products; or
- c) Donations or charity products (such as merchandise).

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

6.7. Where the price of the goods or services being purchased with the Bonus Store eGift Card exceeds the Card Balance, you must pay the amount exceeding the Card Balance by an alternative payment method at the discretion of the relevant Participating Store.

6.8 Once your Bonus Store eGift Card has reached its Expiry Date, any unspent value cannot be used or Redeemed by you.

6.9 Once your Bonus Store eGift Card has reached a nil balance it cannot be re-activated.

6.10 The Redemption of Bonus Store eGift Cards is restricted to the purchase of standard retail quantities of goods.

7. No recharging of the Bonus Store eGift Card

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

8. Transaction enquiries

8.1 You can check your Bonus Store eGift Card(s) Expiry Date, transaction history and Card Balance by:

- a) Visiting the Website;
- b) Calling 1300 10 1234; or
- c) Downloading the Woolworths Money App.

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

9. Lost or Stolen Bonus Store eGift Cards

9.1 You must treat your Bonus Store eGift Card like cash. If your Physical eGift Card is damaged, lost or stolen, please contact the store of purchase or the person or organisation that gave you the Bonus Store eGift Card. If your eGift Card is lost, deleted, damaged or stolen please email us using the Contact Us section of the Website. However, we have no obligation to replace or refund value for lost, stolen, damaged or deleted Bonus Store 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 We reserve the right to place a stop on your Bonus Store eGift Card if:

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

10. Liability

10.1 You are responsible for the use and safety of your Bonus Store eGift Card, and are liable for all transactions made on your Bonus Store eGift 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, other tort, breach of contract, breach of warranty or for any other reason or cause whatsoever, arising out of or in connection with a Bonus Store eGift Card, these terms and conditions or your 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; 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 costs 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 Subject to clause 3.3, Bonus Store eGift Cards may be used as personal or business gifts and as part of a Customer Loyalty Program, but must not be used in connection with any marketing, advertising or other promotional activities that is not part of a Customer Loyalty Program (including without limitation in websites, internet advertisements, email, telemarketing, direct mail, newspaper and magazine advertisements, and radio and television broadcasts) unless you obtain our prior written approval. Bonus Store eGift 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 Bonus Store eGift Cards.

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

11.3 Subject to clause 11.1, you must not use a Bonus Store 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 us or any of our subsidiaries or affiliates.

12. Errors and complaints

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

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