

PACIFIC SHOPPING CENTRES AUSTRALIA PTY LTD

GIFT CARDS TERMS & CONDITIONS OF USE

Who is subject to these Terms and Conditions?

1. These Terms and Conditions apply to the purchase and use of the Pacific Shopping Centres Australia Gift Card (Gift Card) which has been issued by Pacific Shopping Centres Australia Pty Limited, ABN 27 303 308 177 (**Pacific Shopping Centres Australia**), of 158 City Road, Southbank, VIC 3006 to any person who buys, uses or attempts to use the Gift Card (**Cardholder**). The purchase, use or attempted use of this Gift Card constitutes your acceptance of these Terms and Conditions.
2. Purchasers of the Gift Card agree that any person to whom they give their Gift Card or who has that Gift Card (including without limitation any Cardholder), will be bound by these Terms and Conditions as if they had purchased the Gift Card and purchasers agree to tell their successors and assigns that they are so bound.

Where and how can the Gift Cards be redeemed?

3. A Gift Card is redeemable for merchandise or services at participating retailers at participating Pacific Shopping Centres Australia. Participating Pacific Shopping Centres Australia are:

VIC – Pacific Epping, Pacific Werribee

NSW - Myer Centrepoint (Albury)

For a list of participating retailers, please go to www.pacificcepping.com.au or www.pacificwerribee.com.au or www.myercentrepoint.com.au. The list of participating retailers may change from time to time as retailers elect to participate or participating retailers discontinue their participation. There may be minor delays in updating the list.

4. A Gift Card can only be redeemed at participating retailers with operating EFTPOS facilities.
5. A Gift Card may be used for multiple purchases, up to the full value loaded onto the Gift Card. No change will be given on a purchase in which the Gift Card is used. It is the responsibility of the Cardholder to use the full value loaded on to the Gift Card before the expiry date.
6. Following the purchase of a Gift Card, no further value may be added to that Gift Card.
7. Any purchase(s) exceeding the Gift Card's available balance will require the difference to be paid by the Purchaser using another payment method/s.
8. Gift Cards can be credited with any amount between \$20.00 and \$999.00.
9. A Cardholder can check the balance remaining on their Gift Card by logging on to the Centre's website and clicking on the Gift Card link or by phoning 1300 554 268

Treatment of your Gift Card

10. Cardholders should treat this Gift Card like cash. Defaced, mutilated, altered, lost or stolen Gift Cards will not be replaced, refunded, redeemed or returned. **A Gift Card is non-refundable and cannot be redeemed for cash.** A Gift Card cannot be used for the payment of a credit account or any account a Cardholder has with any retailer. A Gift Card also cannot be used for the payment of cash equivalent transactions such as bill payments, the purchase of financial products, foreign currency or gambling transactions.

How long is the Gift Card valid for?

11. **A Gift Card is valid for twelve months from the date of issue.**
12. Any unused balance remaining on the Gift Card at the close of business on the expiry date will automatically become the property of Pacific Shopping Centres Australia.

Returning goods purchased with a Gift Card

13. When returning goods purchased with a Gift Card to a participating retailer, the returns policy of that participating retailer will apply. There is no automatic right to return products purchased using a Gift Card.
14. Any dispute between a Cardholder and a Participating Retailer over the supply of goods or services purchased using a Gift Card is a matter for the Cardholder and the relevant Participating Retailer.

Defective Gift Cards or errors

15. If you have any reason to believe that an error has occurred in relation to a Gift Card, please visit the Centre Management office or call 02 6021 8977 between Monday Friday 9am – 5pm.
16. A Gift Card that had an inherent defect at the time of issue (“Defective Gift Card”) will be replaced by Pacific Shopping Centres Australia. To replace a Defective Gift Card, the Cardholder must visit the Centre Management Office. A Gift Card will only be replaced if Pacific Shopping Centres Australia is satisfied that the Gift Card is a Defective Gift Card and that the defect was not caused or contributed to by any action on the part of any person (including without limitation the Purchaser or the Cardholder).

Liability and Warranties

17. The Cardholder is liable for all transactions paid for using the Gift Card except to the extent to which there has been fraud or negligence by Pacific Shopping Centres Australia or any of its employees.
18. Each Cardholder warrants that he or she will not use the Gift Card in a manner which is unlawful or which may damage the reputation of Pacific Shopping Centres Australia or any participating retailer. Each Cardholders warrants that he or she will not resell a Gift Card or use a Gift Card for any marketing or promotional activities without the prior written consent of Pacific Shopping Centres Australia.
19. Pacific Shopping Centres Australia will not be liable for any damages, liabilities, expenses, fines or costs, nor be in breach of these Gift Card Terms and Conditions of Use, for any failure to perform any term of these Gift Card Terms and Conditions of Use if such performance is delayed, prevented, restricted or interfered with for any reason outside Pacific Shopping Centres Australia control, including but not limited to fire, flood, storm, earthquake, accident, war, acts of sabotage, labour dispute, materials or labour shortage , system failure, power failure or shortage, law, regulation or act or omission of third persons. Pacific Shopping Centres Australia is not responsible for the quality or fitness for purpose of any goods and services purchased using a Gift Card.

Changes to these Terms and Conditions of Use

20. Pacific Shopping Centres Australia reserves the right to change any term contained in these Gift Card Terms and Conditions of Use where the change is required:
- to add or remove participating retailers at which the Gift Card may be redeemed, or the goods and/or services may be purchased using the Gift Card;
 - to comply with all relevant laws, acts, ordinances, rules, regulations, other delegated legislation, codes and the requirements and directions of any relevant Commonwealth, State or Local Government Departments, bodies and public authorities, in force from time to time;
 - for reasonable operational, administrative, compliance or corporate governance reasons, or to prevent the occurrence of fraud or other unlawful, unethical or unacceptable conduct; or
 - where Pacific Shopping Centres Australia, acting reasonably, considers that it will not cause detriment to the Cardholder.
21. No variations of these Terms and Conditions of Use bind Pacific Shopping Centres Australia unless they have been approved and signed by Pacific Shopping Centres Australia. Changes to the Terms and Conditions of Use will be available at the Customer Service Desk or Centre Management or on the Centre's website:

Pacific Epping (VIC) <http://www.pacificcepping.com.au/>

Pacific Werribee (VIC) <http://pacificwerribee.com.au/>

Myer Centrepont Albury (NSW) <http://www.myercentrepont.com.au/>

Cancellation of a Gift Card

22. Pacific Shopping Centres Australia has the sole discretion to cancel any Gift Card or the Gift Card scheme for any reason, at any time and without notice. If this occurs, Pacific Shopping Centres Australia will refund or replace the Gift Card unless it reasonably suspects fraud in relation to the Gift Card. Pacific Shopping Centres Australia has the sole discretion to cancel any Gift Card if it reasonably suspects that a Cardholder has breached the Gift Card Terms and Conditions of Use. Except for rights which cannot be excluded, any conditions or warranties implied or imposed by legislation or otherwise are excluded from the Gift Card Terms and Conditions of Use.

Governing law

23. These Gift Card Terms and Conditions of Use are governed by the laws applicable in the State of Victoria and or NSW and the Cardholder submits to the jurisdiction of the courts of that state.

FOR ENQUIRIES ABOUT YOUR GIFT CARD, CALL 1300 554 268.