

## Appendix 1 – VALUE BACK OFFER TERMS AND CONDITIONS

1. Information on how to enter and prize details form part of these Terms and Conditions (“Terms”). Entry into this promotion is deemed acceptance of these Terms by each entrant.
2. Any costs associated with entering the promotion, including accessing the promotional website, are the responsibility of each entrant.
3. Subject to clause 4, the promotion is only open to Australian residents currently residing in Australia who: (a) purchase a Participating Product (as outlined in the table below) during the Promotional Period from a Participating Retailer; (b) comply with all entry requirements; (c) submit an entry form in accordance with these Terms; and (d) who do not in any way tamper with the entry process.
4. Employees of the Promoter, their immediate families, related companies, directors, management and agencies associated with this promotion are ineligible to enter.
5. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
6. For the purposes of these Terms, the following definitions apply:
  - (a) **‘Reward’** means either \$70 or \$150 in the form of either a physical GooglePlay giftcard in the following denominations 1x\$50 and 1x\$20 to make up to \$70 and 3 x \$50 to make up to \$150; or a digital Reward Code for the selection of a Digital Retailer Giftcard for Coles, Wish, or Super Amart. Reward value dependent on the Participating Product purchased as defined in clause 6 (f). Entrants will have the choice of Reward (physical GooglePlay or digital Reward Code) at the time of claiming. A Reward will only be extended to valid entrants.
  - (b) **‘Reward Code’** means an 8-digit alpha-numerical code provided to a valid entrant via email that must be redeemed online for a Digital Retailer Giftcard for Coles, Wish, or Super Amart by the expiry date included in the email.
  - (c) **‘Digital Retailer Giftcard’** means a digital voucher supplied via email (upon the redemption of a digital Reward Code) that can be redeemed at the chosen retailer (Coles, Wish, or Super Amart).
  - (d) **‘Valid Entrant’** means an entrant that submits a claim in accordance with Clause 8.
  - (e) **‘Promotional Period’** means 01/06/17 to Closing Time on 30/07/17.
  - (f) **‘Claim Period’** means from the 01/06/17 to Closing Time on 20/08/2017. Claims however must be made within 21 days of the purchase date, as shown on the receipt. For the sake of clarity, an entrant who submits a claim on the 20/08/2017, and whose purchase was made before the 30/07/2017 (more than 21 days), will still be able to enter a claim, however will be classed as an invalid claim.
  - (g) **‘Purchase’** means payment in full for a Participating Product during the Promotional Period from a participating retailer (In-store & Online). “Purchase” does not mean: (a) rental payment plans with a term of less than 18 months; (b) lay-buys or pre-orders made before the commencement of the Promotion Period; (c) Commercial or business transactions involving the purchase of more than three (3) units total of Participating Products; (d) purchases via eBay or similar online third party internet websites; (e) second hand products; or (f) purchases made in conjunction with any other TCL offer.
  - (h) **‘Validation’** occurs when an entry has been submitted and meets all of the requirements of these Terms and when the Promoter confirms that the entry is entitled to a Reward.
  - (i) **‘Participating Products’** means the products specified below:  
Eligible products for \$150 Reward code: 65X2US, 75C2US, 65C2US, 65P20US

Eligible products for \$70 Reward code: 55X2US, 55C2US, 49C2US, 60P20US, 55P20US, 50P20US

- (j) **'Participating Retailers (In-store and Online)'** means Harvey Norman, DOMAYNE, JOYCE MAYNE, The Good Guys, Betta Home Living, Binglee, Bi-rite Electrical, Radio Rental, Retravision, RTE, Wining Appliance, 2nd World and other participating TCL Retailers.
7. Entrants who purchase one of the Participating Products from a participating retailer during the promotional period are eligible to receive a Reward, though will only receive the Reward when a) a claim is submitted in accordance with Clause 8 and b) validation occurs.
  8. To enter, claimants must go online to [www.tclpromotion.au](http://www.tclpromotion.au) and complete the online entry form providing all requested details; including (but not limited to) name, email, address, mobile number and details of the qualifying purchase. Claimants must choose a Reward option at this time. Reward selection is permanent and cannot be changed once a claim is validated. Once the online entry form is fully completed, entrants must upload a scanned legible image of the original receipt which shows the TCL model purchased, date of purchase, retailer and price. All claims must be made within a 21 day period from the date of purchase as shown on the receipt, within final claims being submitted by 11.59pm AEST on 20/08/2017. No claims will be accepted after this time.
  9. Valid entrants will be notified via email, including (but not limited to) the timeframe to allow for their chosen Reward to be dispatched.
  10. If a claim is deemed invalid, the entrant will be notified via email detailing the reason why and how to rectify their claim (if applicable).
  11. All valid entrants will be sent their Reward of choice. If an entrant has selected a physical GooglePlay giftcard at the time of claiming, their giftcard will be dispatched to the nominated address on their claim form via regular post within 4 weeks of validation. If an entrant has selected a digital Reward Code at the time of claiming, they will be sent a digital Reward Code to the email address listed on their claim form within 14 business days of validation. Reward Codes must be redeemed the expiry date detailed in the email. Instructions on how to redeem the digital Reward Code for a Digital Retailer Giftcard will be detailed in the email.
  12. Reward Codes that fail to be redeemed by the expiry date provided in the email with the Reward Code cannot be extended or replaced, and the Reward will be forfeited.
  13. Maximum (4) entries allowed per person and per household.
  14. All Digital Retailer Giftcards (Coles, Wish, Super Amart) and physical GooglePlay giftcards are subject to individual retailer Terms and Conditions. Please refer to Appendix 2
  15. All entries become the property of the promoter ("we/us") on receipt and we reserve the right to use any personal information provided by an entrant ("you") to enter you in the competition and conduct the competition. If you do not provide us with all or part of the personal information requested, we may not be able to enter you into the competition. We may also use personal information about you for related purposes such as sending you information about our products or other related promotions.
  16. The Promoter reserves the right to withdraw the promotion from an individual that it believes, in its absolute discretion, has breached these Conditions of Entry, subject only to any approval that is required to be sought from authorities that have issued permits for the conduct of this competition.
  17. If for any reason this promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of Promoter which corrupt or affect the administration security, fairness, integrity, or proper conduct of this competition, the Promoter reserves the right in its sole discretion, to disqualify any individual who tampers with the entry process, and, subject to the

approval of those authorities which have issued permits for the conduct of this competition, to cancel, terminate, modify or suspend the competition.

18. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, Internet entries. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this competition.
19. The Promoter is TCL Electronics Australia Pty Ltd, (ABN: 83 111 032 896), 797 Springvale Road, Mulgrave, VIC 3170

## APPENDIX 2: Gift Card Terms and Conditions

### WISH GIFT CARD TERMS AND CONDITIONS

**Date: June 2014. Product Issuer:** Woolworths Ltd ABN 88 000 014 675 is the issuer of the Woolworths WISH Gift Card, but is not the promoter of the offer, nor responsible for fulfillment of the offer terms. Woolworths WISH Gift Cards are valid for 12 months from the date of issue and are redeemable at participating stores only. For a list of participating stores and full Gift Card Terms and Conditions visit [www.everydaygiftcards.com.au](http://www.everydaygiftcards.com.au)

#### TERMS AND CONDITIONS: 1. Definitions In the terms and conditions:

**"activate"** means the initial loading of value onto a WISH Gift Card. **"Card Balance"** means the unspent value of a WISH Gift Card. **"Card Number"** means the 19-digit number that appears on the back of a WISH Gift 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 WISH Gift Card issued in 'electronic' form as described in these terms and conditions.

**"Expiry Date"** means the date, being six (6) months from the date of purchase of the WISH Gift Card or six (6) months from the Dispatch Date of the eGift Card, after which any remaining funds on a WISH Gift Card or eGift Card will not be available for redemption.

**"Online eGift Card Number"** means the 19-digit number that appears on the eGift Card. **"Physical Gift Card"** means a WISH Gift Card issued in conventional plastic card form.

**"PIN"** means the 4-digit number on the back of a WISH Gift Card or the 4-digit number that appears on the eGift Card which is required to make a transaction or transaction enquiry.

**"Recipient"** means the person who receives the WISH Gift Card or eGift Card as the case may be (and for the avoidance of doubt may be the same as the purchaser).

**"Redeem"** means to reduce the value loaded on your WISH Gift Card or eGift Card by using the WISH Gift Card or eGift Card to purchase goods or services. **"Website"** means [everydaygiftcards.com.au](http://www.everydaygiftcards.com.au), [WISHgiftcard.com.au](http://WISHgiftcard.com.au) or [essentialscard.com.au](http://essentialscard.com.au) **"WISH Gift Card"** means a

- WISH Gift Card,
- Woolworths Supermarket Gift Card,
- BIG W Gift Card,
- CALTEX WOOLWORTHS co-branded Petrol Gift Card,
- BWS Gift Card,
- Dan Murphy's Gift Card,
- Thomas Dux Grocer Gift Card,
- Woolworths Liquor Gift Card, and
- Cellarmasters Gift Card Gift

issued by us either as a Physical Gift Card or eGift Card.

**"WISH Gift Card Participating Store"** means one of the stores listed on the Website ([everydaygiftcards.com.au](http://everydaygiftcards.com.au)) as a store which accepts payment using the WISH Gift Card, as amended from time to time. A reference to **"we"**, **"us"** or **"our"** is a reference to Woolworths 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.

#### 2. Agreeing to the terms and conditions

2.1 These terms and conditions apply to each WISH Gift Card.

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

2.3 By purchasing, activating, using or attempting to use a WISH Gift Card, or by making a transaction enquiry or exercising any right to Redeem value loaded on a WISH Gift Card, you warrant to us that you will comply

with these terms and conditions and all applicable laws and that the WISH Gift 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 WISH Gift Card to another person, you should **ensure that he or she is aware** of the terms and conditions that apply to the WISH Gift Card and the **relevant Expiry Date of the WISH Gift Card**.

### **3. Purchasing a WISH Gift Card**

3.1 Physical Gift Cards can be purchased online at the Website ([everydaygiftcards.com.au](http://everydaygiftcards.com.au)) or from any WISH Gift Card Participating Store, except at designated CALTEX WOOLWORTHS co-branded outlets and Dick Smith stores. For more information visit the Website ([everydaygiftcards.com.au](http://everydaygiftcards.com.au)).

3.2 eGift Cards can only be purchased online at the Website ([everydaygiftcards.com.au](http://everydaygiftcards.com.au)).

3.3 When purchasing Physical Gift Cards at any WISH Gift Card Participating Store, payment can be made via cash, EFTPOS or credit card.

3.4 When purchasing Physical Gift Cards or eGift Cards online, payment can be made using a credit card, via EFT direct deposit or cheque.

Payment is required prior to the WISH Gift Card being dispatched.

### **4. Personalising an eGift Card**

4.1 By ordering an eGift Card with wording or an image, you declare you have read and have accepted the Content Policy.

4.2 There is no cost to you to personalise an eGift Card.

4.3 In order to personalise the eGift Card, the procedures set out in the Website ([everydaygiftcards.com.au](http://everydaygiftcards.com.au)) when ordering an eGift Card must be followed. You have the choice to

- (i) provide a personal message, and/or
- (ii) 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 WISH Gift Card message and/or image to the eGift Card. Offending material includes but is not limited to:

- Patently offensive material that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- Copyrighted or trademarked material not owned by you;
- Abusive, threatening, obscene, defamatory or libellous statements and/or imagery;
- Political or religious imagery which is offensive to cultural values;
- Pornographic or sexually explicit material of any kind;
- 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 an eGift Card in accordance with Clause 4.5.

4.7 You can use a company logo for an eGift Card(s) 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 subcontractors a royalty free, unrestricted right to use or reproduce such photo or images for the purposes of the production of the eGift Card.

4.9 Variations in colour and quality of the photo or image on the 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 WISH Gift Card**

5.1 A minimum of **\$10** and a maximum of **\$500** can be loaded on each Physical Gift Card in a WISH Gift Card Participating Store at the point of sale via cash, EFTPOS or credit card.

5.2 A minimum of **\$5** and a maximum of **\$500** can be loaded on a Physical Gift Card or eGift Card online at the Website ([everydaygiftcards.com.au](http://everydaygiftcards.com.au)) via credit card, via EFT direct deposit or cheque at the time of purchase.

5.3 At our absolute discretion, we may change the minimum and maximum amounts that can be loaded on WISH Gift Cards. If we decide to do this, we will publish details on the Website.

5.4 Value loaded onto a WISH Gift 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. For full details of any current fuel discount offer see [woolworthspetrol.com.au/fueloffer](http://woolworthspetrol.com.au/fueloffer).

5.5 Value loaded onto a WISH Gift Card at point of sale or otherwise is not a qualifying amount for the purposes of any Qantas Frequent Flyer points offered through the Woolworths Everyday Rewards Program. See [everydayrewards.com.au](http://everydayrewards.com.au) for full details of the Everyday Rewards program.

5.6 There may be a delay between when you pay for a WISH Gift Card in a WISH Gift Card Participating Store and when the WISH Gift Card is activated by our point of sale system. During the period of delay, the WISH Gift Card cannot be used to make purchases or transaction enquiries.

5.7 Your WISH Gift Card is **valid for use until the Expiry Date, being 6 months from the date when value was loaded onto the WISH Gift Card. For example, if you purchased your WISH Gift Card from a WISH Gift Card Participating Store and had value loaded onto it at the point of sale, then the Expiry Date will be 6 months from the date of purchase of the WISH Gift Card.** Any unspent value **cannot** be used or Redeemed after that date.

5.8 Your eGift Card is **valid for use until the Expiry Date, being 6 months from the date the eGift Card was dispatched to the Recipient. For example, if you purchased your eGift Card and it was dispatched on the same day, the Expiry Date will be 6 months from the date of purchase. However, if your eGift Card was purchased with a Delayed Delivery date specified, the Expiry Date will be 6 months from the Delayed Delivery date.**

**Gift Cards expires 6 months from the date of issue. This expiry date overwrites the retailer terms and conditions as the Gift Card is provided by Edge Loyalty, and subject to their terms and conditions.**

## 6. Redeeming your WISH Gift Card or eGift Card

6.1 Your WISH Gift Card can be redeemed for goods and services from WISH Gift Card Participating Stores up to the value loaded onto your WISH Gift Card. Value redeemed is deducted from the Card Balance.

6.2 WISH Gift Cards can be used for **online** purchases at:

- Woolworths online [woolworths.com.au](http://woolworths.com.au) (**excludes** online photo processing)
- Dan Murphy's online [danmurphys.com.au](http://danmurphys.com.au)
- Cellarmasters [cellarmasters.com.au](http://cellarmasters.com.au)

6.3 WISH Gift Cards and eGift Cards can be used for phone purchases at

- Cellarmasters (1800 500 260). For Physical Gift Card orders you must provide your Card Number and PIN. For eGift Card orders you must provide your Online eGift Card Number and PIN.

6.4 WISH Gift Cards **cannot** be used at stand alone photo kiosks, DVD vending machines and mobile EFTPOS terminals.

6.5 WISH Gift Cards cannot be refunded or used to obtain cash. You cannot use your WISH Gift Card to make a credit card payment, to load a Woolworths Everyday Money Prepaid MasterCard®, Woolworths Everyday Money Reloadable Prepaid MasterCard or other transaction account deposits. Resale of WISH Gift Cards is strictly prohibited, except with our prior written consent. If approved, WISH Gift Cards cannot be resold for more than the original purchase price. WISH Gift Cards that are resold in breach of this Clause

6.6 will be invalid with the result that purchasers of those cards will not be able to use or Redeem unspent value on their WISH Gift Cards.

6.7 Your use of the WISH Gift Card at a WISH Gift Card Participating Store is subject at all times to the policies (and, where applicable, other terms and conditions) of that WISH Gift Card Participating Store regarding the goods and services made available by it. For example, if you are under the age of 16, your WISH Gift Card cannot be redeemed for products such as knives or, if you are under 15, a WISH Gift Card Participating Store may not supply you with video games or other material classified as MA15+.

6.8 Where the price of the goods or services being purchased with the WISH Gift 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 WISH Gift Card Participating Store.

6.9 Once your WISH Gift Card has expired any unspent value cannot be used or redeemed by you. 6.10 Once your WISH Gift Card has reached a nil balance it cannot be re-activated.

6.11 The redemption of WISH Gift Cards is restricted to the purchase of standard retail quantities of goods.

## **7. No recharging of the WISH Gift Card**

7.1 After a WISH Gift Card has been activated; you cannot subsequently add value to it.

## **8. Transaction enquiries**

8.1 You can check your WISH Gift Card(s) Expiry Date, transaction history and Card Balance by: (a) Visiting the Website ([everydaygiftcards.com.au](http://everydaygiftcards.com.au)); (b) Calling 1300 665 249; or (c) Asking a staff member at any Woolworths Supermarket or BIG W store to assist you (not available for eGift Cards)

8.2 To make a balance enquiry on your Physical Gift Card as set out in Clause 8.1, you must enter your Card Number and PIN.

8.3 To make a balance enquiry on your eGift Card as set out in Clause 8.1, you must enter your Online eGift Card Number and PIN.

## **9. Lost or Stolen WISH Gift Cards**

9.1 You must treat your WISH Gift Card like cash. If your WISH Gift Card is damaged, lost or stolen, please contact the store of purchase or the person or organisation that gave you the WISH Gift Card. If your eGift Card is lost, deleted, damaged or stolen please email us using the Contact Us section of the Website ([everydaygiftcards.com.au](http://everydaygiftcards.com.au)). However, we have no obligation to replace or refund value for lost, stolen, damaged or deleted WISH Gift Cards or 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 WISH Gift Card if: (a) You report that your WISH Gift Card has been lost, stolen, damaged or deleted;

(b) We believe (or reasonably suspect) that you have used (or will use) your WISH Gift Card contrary to these terms and conditions; or

(c) We have identified an error in regards to the available balance on your Card.

## **10. Liability**

10.1 You are responsible for the use and safety of your WISH Gift Card, and are liable for all transactions made on your WISH Gift 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 WISH Gift 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 Woolworths Limited**

11.1 WISH Gift 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 our prior written approval. WISH Gift 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 WISH Gift Cards.

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

11.3 You must not use a WISH Gift 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 if you wish to make a complaint about your Physical Gift Card, please visit or contact the relevant WISH Gift Card Participating Store or email us using the Contact Us section of the Website ([everydaygiftcards.com.au](http://everydaygiftcards.com.au)).

12.2 If you have questions or if you wish to make a complaint about your eGift Card, please email us using the Contact Us section of the Website ([everydaygiftcards.com.au](http://everydaygiftcards.com.au)).



## **Coles Gift Card Terms of Use**

These Terms of Use apply to all Gift Cards issued by Coles Group Limited.

### Definitions

"**Access PIN**" means the 4-digit Access PIN printed on the back of the Gift Card;

"**Card Number**" means the 17-digit number that appears on the back of your Gift Card;

"**Coles Group**" means Coles Group Limited ABN 11 004 089 936 of 800 Toorak Road, Tooronga, Victoria 3146;

"**Myer**" means Myer Pty Ltd ABN 83 004 143 239 of 800 Collins Street, Docklands, Victoria 3008;

"**Gift Card**" means the Gift Card that you have purchased or received, such as one of the following: Coles Group & Myer Gift Card, Myer Gift Card, Target Gift Card, Kmart Gift Card, Officeworks Gift Card, Coles Gift Card, Coles Returns Gift Card, Vintage Cellars Gift Card, Liquorland Gift Card and 1st Choice Liquor Superstore Gift Card;

"**Remaining Card Value**" means, at any time, that portion of the initial value loaded onto your Gift Card which is unspent and can be accessed by using the Gift Card in accordance with these Terms of Use;

A reference to "**we**" or "**us**" is a reference to Coles Group Limited;

A reference to "**you**" or "**your**" is a reference to the person who is in possession of the Gift Card at the relevant time for the purposes of these Terms of Use, or who authorises another person to do something with or to the Gift Card on their behalf.

### Introduction

This document contains the full set of terms of use governing your use of the Gift Card.

We recommend that you read this document carefully before using the Gift Card. If you have any questions or would like more information about your Gift Card, please call 1300 304 990 or see in-store.

### Accepting the Gift Card and agreeing to these Terms of Use

By purchasing, redeeming or attempting to redeem a Gift Card, you:

accept and agree to be bound by these Terms of Use; and acknowledge that you have read and understood our Privacy and Security Notice (available by calling 1300 725 159 or from [Gift Cards Privacy Policy](#)).

### Gift Card Inclusions & Exclusions

#### **Inclusions**

- Coles Group & Myer Gift Card redeemable at Myer, Target including [www.target.com.au](http://www.target.com.au), Baby Target, Target Country, Kmart, Kmart Tyre & Auto, Coles supermarkets, Coles Express, Coles Central, Liquorland, Vintage Cellars, 1st Choice Liquor Superstore and Officeworks.
- Coles Gift Card redeemable at Coles supermarkets and Coles Central.
- Coles Returns Card redeemable at Coles supermarkets and Coles Central.
- Coles Express Gift Card redeemable at Coles Express service stations.
- 1st Choice Liquor Superstore redeemable at 1st Choice Liquor Superstore, Liquorland and Vintage Cellars
- Kmart Gift Card redeemable at Kmart stores and Kmart Tyre & Auto.
- Liquorland Gift Card redeemable at Liquorland stores.
- Officeworks Gift Card redeemable at Officeworks retail stores.
- Target Gift Card redeemable at Target, Target Country, Baby Target stores and online at [www.target.com.au](http://www.target.com.au)
- Vintage Cellars Gift Card redeemable at Vintage Cellars stores.

#### **Exclusions**

##### **General exclusions (all Gift Cards)**

- Online purchases including; Coles Online, Liquorland Direct, Kmart, Snapfish, Pharmacy Direct, Myer Hampers and gifts online and Officeworks Business Direct
- Harris Technology
- Kmart New Zealand, and PixieFoto at Kmart
- Purchases initiated by phone, email, post or fax
- Bill payments, including Service ATM, DEFT, credit card accounts, store accounts and Rentsmart
- Hotels owned by Coles Group companies
- Sub-lets and licensees, including Asko, Cavallo Nero, Crumpler, Gloria Jean's Coffees, Hudsons Coffee, Laubman & Pank, Miele, Nespresso, PixiFoto, Portrait Place, Santa's Photo Factory and Zumay Salon.
- Gift cards cannot be used to purchase gift cards.

### **Card specific exclusions**

- Coles Gift Card: Coles Gift Card is not accepted at Coles Express or Liquorland. Coles Gift Card cannot be used to purchase other gift cards.
- Coles Express Gift Card: Coles Express Gift Card is not accepted at Coles supermarkets or Coles Central.
- Kmart eGift card: Kmart eGift Card is not accepted at Kmart Tyre & Auto Service Stations and Kmart New Zealand.
- 1st Choice Liquor Superstore Gift Card, Liquorland Gift Card, Vintage Cellars Gift Card: These Gift Cards are not accepted for purchases of liquor from Coles supermarkets.

### **Transactions made with the Gift Card**

#### ***How and where you can use the Gift Card***

Your Gift Card may only be used at retailers who accept the Gift Card. The identity of the retailers who have agreed to accept the Gift Card may change from time to time. Each participating retailer will accept the Gift Card in accordance with these Terms of Use and any applicable law.

You acknowledge that the Gift Card may not be used:

- to pay a store or credit account (e.g. a Coles Group Card or a Coles Group Source MasterCard account);
- to purchase goods or services that a retailer is not permitted to supply to you (for example, a retailer cannot by law sell alcohol to you if you are under 18 years of age);
- to make purchases from certain sub-lets or licensees operating within a retailer's premises. A current list of these sub-lets and licensees is available by calling 1300 304 990; and
- for purchases over the Internet (excluding Target or Coles Group & Myer gift cards for use on [www.target.com.au](http://www.target.com.au)) or by email, phone or fax.

#### ***How to load the Gift Card at stores (for Gift Cards purchased in-store)***

Present the card to the point of sale operator. Check that the card has not been removed from the cardboard carrier and the scratch panel on the back of the card has not been tampered with or removed. If it has been tampered with or removed, give the card to the operator to be destroyed and select a new one. Nominate the value you wish to be loaded on the card. A minimum of \$5.00 and a maximum of \$250.00 can be loaded on each card. Pay for your Gift Card and the transaction will be completed when the card is activated through our point of sale system. Gift Cards cannot be purchased by using a Gift Card, a temporary Myer Card, a Temporary Myer Visa Card or Cheque. Gift Cards cannot be reloaded.

Note: there may be a delay with the Gift Card activating in the system once loaded. During this delay, the Gift Card cannot be used for purchases or transaction enquiries.

Gift Cards that are purchased directly from Coles Group & Myer Corporate Services are pre-loaded and activated in bulk in accordance with our Gift Card Ordering Terms (see [www.giftcards.com.au/corporate](http://www.giftcards.com.au/corporate)).

#### ***Purchases with your Gift Card***

Select goods in your participating store with a Gift Card and take them to the point of sale operator. The operator will instruct you to swipe your card in the pin pad, and then enter the Access PIN into the pin pad. The transaction will be completed when the balance has reduced on your Gift Card. No change will be given: any remaining balance on the card can only be used in whole or part against future purchases.

You agree that we can reduce the Remaining Card Value by the value of all purchases of goods and services that are authorised by you.

Transactions are authorised by you by:

- swiping your Gift Card and entering your Access PIN, or allowing an operator or other person to do so, at an electronic point of sale terminal at a participating retailer; or
- giving a participating retailer details of the Gift Card and authorising the transaction in some other way approved by that retailer. When you authorise a transaction:
- you are confirming that the transaction correctly represents the purchase price of the goods or services obtained; and
- you are agreeing to pay the amount of that transaction by the reduction of the Remaining Card Value.

#### ***Purchases exceeding the Gift Card value***

Your Gift Card may only be used to make purchases up to the Remaining Card Value. If you wish to make a purchase for an amount that exceeds the Remaining Card Value, you must pay the excess using another payment method.

### *No cash advances*

You cannot obtain any cash advance with your Gift Card or redeem your Gift Card for cash.

### *Validity and expiry of Gift Cards*

Your Gift Card will be valid for use for two years from the date of issue. Any balance that remains on a Gift Card will not be available for use after the card's expiry date. To check the expiry date of your Gift Card, visit [Check Your Expiry Date](#), or call 1300 304 990 or visit in-store at the service desk.

### *Validity and expiry of the Coles Returns Card*

Your Coles Returns Card will be valid for 3 months from the date of issue. This card cannot be used for the purchase of alcohol, tobacco, phone cards or other Gift Cards. Any balance on a Coles Returns Card which is not redeemed within the three months may not be redeemed after the card's expiry date. To check the expiry date of your Gift Card, visit [Check Your Expiry Date](#), or call 1300 304 990 or visit in-store at the service desk.

### *Re-issue of faulty or damaged Gift Cards*

Re-issue of faulty or damaged Gift Cards is not available unless the Gift Cards are proven to be faulty or damaged as a result of the production process or otherwise due to the fault of Coles Group, its agents or contractors or a participating retailer.

### *Destruction of Gift Card with no value*

Once the Remaining Card Value is completely used, destroy your card by cutting it in half diagonally. Your Gift Card cannot be reloaded.

### *Lost or stolen Gift Cards*

Treat your Gift Card like cash. Lost or stolen cards will not be replaced or refunded.

### *Checking your Gift Card balance and transaction history*

You can check your card balance, expiry date and transaction history at any time by visiting [Check Your Balance](#), or by calling 1300 304 990 or visiting in-store at the service desk. For balance enquiries by phone or online, you will be required to enter both the Card Number and Access PIN on your Gift Card prior to getting access to the card information.

### *Can I collect flybuys points when I purchase or use a Gift Card?*

When you purchase a Gift Card, you will not collect flybuys points. However, flybuys points (and any applicable bonus points) can be collected on redemption of your Gift Card at participating retailers.

### *Can I exchange my Gift Card?*

You cannot exchange your Gift Card for a different brand, denomination or type of Gift Card or for another tender, cash or discount.

### *Can I cancel my Gift Card?*

No, you cannot cancel your Gift Card.

### *Exchanging items purchased with a Gift Card.*

Goods that are purchased solely, or in part with a Gift Card may be exchanged or returned subject to the exchange and returns policy of each participating retailer.

Some participating retailers' exchange and returns policy may include the right to issue a Returns Card such as the Coles Returns Gift Card instead of other tender, cash, Gift Cards or discount.

### *Your Gift Card, your responsibility*

You are responsible for the use and safety of your Gift Card. You are liable for all transactions on your Gift Card, except to the extent to which there has been fraud or negligence by us or by any of our employees.

### *Changes to Terms of Use*

We reserve the right to change any of the terms contained in these Terms of Use at any time where the change is required:

- To add or remove participating retailers and/or where the Gift Card may be redeemed;
- To add or remove goods or services which may be purchased with the Gift Card;
- For infrastructural, systems, administrative or operational reasons or to prevent the occurrence of fraud or other unlawful or unacceptable conduct;
- To comply with any contract, law, regulation or statute or order or judgment of any court, tribunal or other body having competent jurisdiction; or
- Where we, acting reasonably, consider that it will not be to your detriment.

- Changes to these Terms of Use will be available at <http://www.giftcards.com.au/> or by contacting 1300 304 990.

Privacy and confidentiality

Our Privacy and Security Notice explains how we handle the personal information that we may collect from you with respect to Gift Cards. If you do not have a copy and are unable to access the notice online (at [www.giftcards.com.au](http://www.giftcards.com.au/)), please call 1300 304 990 for a copy.

A copy of the Coles Group Privacy Policy is available at [www.colesgroup.com.au](http://www.colesgroup.com.au)

A copy of the Myer Pty Ltd Privacy Policy is available at [www.myer.com.au](http://www.myer.com.au)

It is important that you carefully read and understand the Privacy and Security Notice and each applicable Privacy Policy.

Errors and complaints

*Gift Cards*

If you have reason to believe that an error has occurred in relation to your Gift Card, you should call 1300 304 990.

*Goods or services*

Any complaints about goods or services purchased with a Gift Card must be resolved directly with the store concerned.

Force majeure

To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Terms of Use, for failure to observe or perform any of our obligations under these Terms of Use for any reason or cause which could not, with reasonable diligence, be controlled or prevented. These causes include acts of God, acts of nature, acts or omissions of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage, and other acts or omissions of third parties.

Applicable law

These Terms of Use are to be construed and enforced in accordance with the laws of Victoria, Australia. Any dispute arising from your receipt or use of a Gift Card is exclusively subject to the jurisdiction of the courts of Victoria, Australia (including the Federal Court of Australia, Victoria Registry).

## **Amart Sports Gift Card Terms of Use**

These Terms of Use apply to all Gift Cards issued by Amart Sports Pty Limited ABN 80 009 955 426 ("Amart", "amart", "us" or "we").

### **What are the Gift Card Terms of Use?**

The Gift Card Terms of Use set out all the conditions applicable to the use of our gift cards. You will need to familiarise yourself with the Terms of Use before you place an order. We also strongly recommend that you draw them to the attention of recipients wherever possible so that they can be fully informed before they go shopping.

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### **1. Introduction**

1.1 This document contains the full set of terms and conditions governing the use of your Gift Card. We recommend that you read this document carefully before using the Gift Card. If you have any questions or would like more information about your Gift Card, please call 1300 001 229.

1.2 Please note that separate terms and conditions govern the purchase of your gift card through this site - please [click here](#) to view.

### **2. Accepting the Gift Card and agreeing to these Terms of Use**

2.1 By purchasing, redeeming or attempting to redeem a Gift Card, you:

- accept and agree to be bound by these Terms of Use; and
- acknowledge that you have read and understood our Privacy Policy as referred to in clause 7 below (or available by calling 1300 001 229).

### **3. Transactions made using the Gift Card**

#### *How and where you can use the Gift Card*

#### **3.1 Purchases with your Gift Card:**

**INSTORE:** You may purchase goods from Amart Sports on the Gift Card by selecting the goods and taking them to the point of sale operator at any Amart Sports throughout Australia. The operator will instruct you to swipe your card in the pin pad, and then enter the Access PIN into the pin pad. The transaction will be completed when the balance has reduced on your Gift Card. No change will be given: any remaining balance on the card can only be used in whole or part against future purchases.

**ONLINE:** You may purchase goods from the [www.amartsports.com.au](http://www.amartsports.com.au) on the Gift Card by finding the goods, adding them to your basket and taking them to the final stage of the Check-out process. You will have the option to add your full gift card number, pin and desired amount, and then press the "Apply" button. You will note the Gift Card amount has been subtracted from the Total of the Transaction. The transaction will be completed when the goods are packed and processed. No change will be given: any remaining balance on the card can only be used in whole or part against future purchases.

3.2 You acknowledge that the Gift Card may not be used:

- to pay a store or credit account;
- to purchase goods or services that Amart Sports is not permitted to supply to you by law in the location the sale is to take place (for example, a retailer cannot by law sell alcohol to you if you are under 18 years of age and there are age restrictions on weapons and volatile substances that vary between states);
- to purchase goods or services that are not permitted to be supplied to you under rebel company policy in the location the sale is to take place – for example spray paint will not be sold to persons under 18 – these sale restriction policies may vary between stores; please observe the available signage or ask a store manager for any sale restrictions which apply; and/or
- for purchases by email, phone or fax where proof of purchase can not be established;

3.3 Gift Cards that are purchased directly from [www.amartsports.com.au](http://www.amartsports.com.au) in the same transaction will be pre-loaded and activated at the same time/concurrently.

#### *Conducting transactions*

3.4 You agree that we can reduce the Remaining Card Value by the value of all purchases of goods and services that are authorised by you. Transactions are authorised by you by:

- swiping or entering your Gift Card number and entering your Access PIN, or allowing an operator or other person to do so, at an electronic point of sale terminal at a rebel store; or
- giving rebel details of the Gift Card and authorising the transaction in some other way approved by rebel.

3.5 When you authorise a transaction:

- you are confirming that the transaction correctly represents the purchase price of the goods or services obtained; and
- you are agreeing to pay the amount of that transaction by the reduction of the Remaining Card Value.

3.6 Purchases exceeding the Gift Card value:

Your Gift Card may only be used to make purchases up to the Remaining Card Value. If you wish to make a purchase for an amount that exceeds the Remaining Card Value, you must pay the excess using another payment method.

3.7 No cash advances:

You cannot obtain any cash advance with your Gift Card or redeem your Gift Card for cash.

#### *Expiry, balance and reissuance enquiries*

3.8 Validity, expiry and extension of expiry of Gift Cards:

- Your Gift Card will be valid for use for one year (12 months) from the date of issue or as otherwise indicated to you by us. Any balance that remains on a Gift Card will not ordinarily be available for use after the card's expiry date.
- We may, at our discretion, extend the expiry date of gift cards for short time periods.
- To check the expiry date or to request an extension of your Gift Card, call 1300 001 229. You must have the 20 digit card number and pin number with you.

3.9 Re-issue of faulty or damaged Gift Cards:

- Faulty or damaged Gift Cards shall not ordinarily be replaced by Amart Sports unless the Gift Cards are faulty or damaged as a result of the production process or otherwise due to the fault of rebel, its agents or contractors or a participating retailer. However, please contact us to discuss re-issuance in these and other circumstances which may have affected your Gift Card.

3.10 Destruction of Gift Card with no value:

- Once the Remaining Card Value is completely used, please destroy your card by cutting it in half diagonally. Your Gift Card cannot be reloaded.

3.11 Lost or stolen Gift Cards:

- Treat your Gift Card like cash. Lost or stolen cards will not be replaced or refunded.

3.12 Checking your Gift Card balance and transaction history:

- You can check your card balance, expiry date and transaction history by calling 1300 001 229. Please have your 20 digit card number and PIN available.
- You may also complete a balance enquiry online, you will be required to enter both the Card Number and Access PIN on your Gift Card prior to getting access to the card information. Please [click here](#) to check your balance.

3.13 Can I exchange my Gift Card?

You cannot exchange your Gift Card for a different company, denomination or type of Gift Card or for another tender, cash or discount.

#### **4. Your Gift Card, your responsibility**

4.1 You are responsible for the use and safety of your Gift Card. You are liable for all transactions on your Gift Card, except to the extent to which there has been fraud or negligence by us or by any of our employees.

#### **5. Changes to Terms of Use**

5.1 We reserve the right to change any of the terms contained in these Terms of Use at any time where the change is required, including changes:

- to add or remove participating retailers, retailers and/or where the Gift Card may be redeemed;
- to add or remove goods or services which may be purchased with the Gift Card;
- for infrastructural, systems, administrative or operational reasons or to prevent the occurrence of fraud or other unlawful or unacceptable conduct;
- to comply with any contract, law, regulation or statute or order or judgment of any court, tribunal or other body having competent jurisdiction; or
- where we, acting reasonably, consider that it will not be to your detriment.

5.2 Changes to these Terms of Use will be available at [www.amartsports.com.au](http://www.amartsports.com.au) or by contacting 1300 001 229.

#### **6. Copyright with regards to personalised cards**

6.1 Generally under copyright laws the owner of the copyright in images or photographs is the person who created the images or took the photographs. You represent and warrant to us that you are the owner of the copyright or have the express permission of the owner of the copyright in the images or photographs which you submit to us.

6.2 We claim no ownership rights in any photographs and materials you submit to us. You grant to us and to our third party service providers, a perpetual, worldwide, non-exclusive, transferable, royalty-free, copyright licence to copy, reproduce, display, modify, adapt or alter, transmit, and distribute your photographs and materials for the purpose of allowing us to provide you with the Products you have requested including but not limited to fulfilling your Order.

6.3 Provided we comply with our obligations under these Terms and Conditions, you warrant that you will not make any claim against us or our third party service suppliers, for any use, publication or copying of the photographs and materials you have submitted to us and you waive all rights of action or other claims you may have now or in the future against us in respect of any such use, publication or copying.

##### *Your Infringement of Copyright*

6.4 We respect the intellectual property rights of others. If we receive a complaint alleging that you have infringed copyright, we will refer the complaint to you for resolution. It will be your responsibility to resolve any such complaint. Should you not resolve the complaint satisfactorily and advise us, in writing, of the resolution within seven (7) days of the date we refer the complaint to you (the "Referral Date"), we reserve the right, in our absolute discretion, to suspend your Order until such time as the complaint is resolved. If you do not notify us within thirty (30) days of the Referral Date that the complaint has been satisfactorily resolved, we reserve the right, in our absolute discretion, to terminate your Order.

6.5 If any person makes any claim against us or our third party service suppliers, claiming that any of the photographs and materials you submit to us, or any use of them, infringes any copyright, or other intellectual property or moral right of any person, company or entity, you indemnify us and our third party service providers against all costs, claims, loss, damage, demands and expenses (including all reasonable legal costs, fees and expenses) arising directly or indirectly out of such claim.

#### **7. Privacy and confidentiality**

Please [click here](#) to review our Privacy Policy and how we handle personal information

#### **8. Errors and complaints**

##### *Gift Cards:*

8.1 If you have reason to believe that an error has occurred in relation to your Gift Card, you should call 1300 001 229 or email [info@amartsports.com.au](mailto:info@amartsports.com.au).

*Goods or services:*

8.2. Any complaints about goods or services purchased with a Gift Card should be resolved directly with the store concerned or the manufacturer of the goods. Please refer to our [Refunds and Returns Policy](#) for further details.

## **9. Force majeure**

9.1 To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Terms of Use, for failure to observe or perform any of our obligations under these Terms of Use for any reason or cause which could not, with reasonable diligence, be controlled or prevented. These causes include acts of God, acts of nature, acts or omissions of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage, and other acts or omissions of third parties.

## **10. Applicable law**

10.1. These Terms of Use are to be construed and enforced in accordance with the laws of Queensland, Australia. Any dispute arising from your receipt or use of a Gift Card is exclusively subject to the jurisdiction of the courts of Queensland, Australia (including the Federal Court of Australia, Queensland Registry).

## **11. Want to find out more?**

11.1 For more information, contact rebel on: Call 1300 001 229 or email [info@amartsports.com.au](mailto:info@amartsports.com.au)

## **12. Document Definitions**

"Access PIN" means the 4-digit Access PIN printed on the back of the Gift Card;

"Card Number" means the 20-digit number that appears on the back of your Gift Card;

"Gift Card" means the Gift Card that you have purchased from Amart Sports or [www.amartsports.com.au](http://www.amartsports.com.au)

"Remaining Card Value" means, at any time, that portion of the initial value loaded onto your Gift Card which is unspent and can be accessed by using the Gift Card in accordance with these Terms of Use;

"Amart", "we", "us" or "our" means a reference to "Amart Sports Pty Limited ABN 80 009 955 426.";

"you" or "your" means a reference to the person who is in possession of the Gift Card at the relevant time for the purposes of these Terms of Use, or who authorises another person to do something with or to the Gift Card on their behalf.



## GOOGLE PLAY GIFT CARD® AUSTRALIA TERMS OF SERVICE

**1. Eligibility and Redemption.** Google Play Gift Cards (“Gift Cards”) are valid only for users who are 13 years of age or older, and who are residents of Australia. Gift Cards are issued and sold to you by Google Payment Australia Pty. Ltd. (“GPAL”). To redeem a Gift Card, you will need access to the internet, you will need to create a Google Payments account, and you will need to be a resident of and hold an active Google Payments account in the jurisdiction specified in these terms. Gift Cards may be redeemed in whole or in part only toward the purchase of eligible items on Google Play at <https://play.google.com>.

For users between 13-17 years of age, Google Payments enrollment is limited solely to the redemption of Gift Cards to be used for purchases of eligible items on Google Play only.

**2. Limitations.** Gift Card value may only be used for purchases of eligible items on Google Play. Limits may apply to redemption and use. Items ineligible for purchase using Gift Card include certain items in the “Devices” section of Google Play (e.g., phones, tablets and related device accessories) and certain subscriptions, see the [Help Center](#) for more information. The Gift Card may not be used on other Google properties or on third-party websites. The Gift Card is not redeemable for cash or other cards, is not reloadable or refundable, cannot be combined by you with non-Google Play balances in your Google Payments account to make non-Google Play purchases, and the Gift Card cannot be resold, exchanged or transferred for value, except as required by law. If the order value to be paid with Gift Card balance exceeds your available Gift Card balance, the transaction will be declined. Once a Gift Card is purchased, the risk of loss and title for the Gift Card passes to the purchaser. GPAL disclaims all express or implied warranties as to the Gift Card and Google Play. Gift Card terms may be subject to change in our sole discretion, subject to applicable law.

**3. Expiration Period; No Fees.** Gift Card value expires 2 years following the date of (1) card issuance, or (2) last activity on Google Play stored value account into which the card is redeemed, whichever is later. No fees apply to the Gift Card. If required under applicable law, any refunds will be credited back to your Google Play balance for future use under these terms of service, unless otherwise required.

**4. Fraud.** GPAL will have the right to close customer accounts and bill alternative forms of payment if a fraudulently obtained Gift Card is used to make purchases on Google Play.

**5. Online Assistance.** To view your Google Play balance in Google Payments visit <https://payments.google.com>. For online assistance with a gift card issue, please visit <https://support.google.com/googleplay/go/cardhelp>.

**6. Limitation of Liability.** GPAL is not liable if your Gift Card is lost, stolen, destroyed or used without your permission. GPAL makes no express or implied warranties, including warranties of satisfactory quality, merchantability or fitness for a particular purpose, on the Gift Card except those imposed by law. In the event a Gift Card is non-functional due to a technical reason, GPAL will replace the Gift Card with another one with an equivalent balance. GPAL is not liable for any failure of a Gift Card to work in the manner described in these terms of service caused by a third party such as the failure of the internet, of a computer, mobile or other device used to access the internet, or of an internet service or mobile network provider.

**7. General Terms.** These terms incorporate and are subject to the [Google Play Terms of Service](#). Use of the services described herein is further subject to the terms of service for [Google Payments](#) and the [Google Privacy Policy](#). When you purchase, receive or redeem a Gift Card, you agree that Australian law will govern these terms of service. GPAL reserves the right to change these terms of service from time to time in its discretion to the extent permitted by law. If you have a complaint, you agree to contact Customer Care first and allow GPAL to try to resolve the complaint prior to taking any other action. You agree to submit to the exclusive jurisdiction of the courts in Australia.