

IMPORTANT PLEASE READ

By placing an order for purchase of gift cards via this website ("Order") you are agreeing to the terms conditions for online purchase and use of gift cards set out below. In particular the following conditions apply:

Payment – By clicking on Pay for Order, you agree to purchase the gift cards ordered and authorise Westfield to debit the total amount of your Order from your credit card.

Expiry – Your gift card will expire 12 months from the date of purchase. Unused value at the date of Expiry will not be refunded and will become the property of Westfield.

Participating Stores – A list of stores in which you may use your Gift Card is available at <http://westfieldgiftcards.com.au/>

TERMS AND CONDITIONS FOR ONLINE PURCHASE OF WESTFIELD GIFT CARDS

1. By placing an order for purchase of gift cards via this website ("Order") you are agreeing to the terms conditions set out below.

ORDERS

2. You may place an Order by following the instructions on the Website. Your Order will be submitted by completing payment details and indicating your acceptance by activating the "Pay for Order" button. Orders will be deemed to have been received by Westfield at the time Westfield sends an Order confirmation to your nominated e-mail address.
3. Each Order (once accepted) represents a separate Agreement incorporating the terms of that Order.
4. Westfield reserves the right to not accept Orders that request commercial quantities of gift cards. If Westfield is unable to supply your total Order this Agreement will endeavour to contact you to discuss whether you wish to proceed with the Order.
5. Westfield reserves the right to cancel any Order without notice for any reason.
6. In event of a cancelled Order, any payments processed by Westfield will be promptly refunded
7. Customers who wish to cancel a Order must notify Westfield at 02 9358 7999 by 9am on the next business day following the date of Order, quoting the Order reference number. Westfield will endeavour to process cancellation requests that are received by the time stated.
8. You acknowledge that the Internet can be an unstable and, sometimes, insecure marketplace. At times the Website may not be available, or Orders may not be processed or may not be accepted for reasons beyond our control. In these circumstances Westfield accepts no responsibility. Westfield does not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us, including your credit card details, is transmitted at your own risk and Westfield is not responsible while such information is in transit. The Australian Government has published additional information about protecting yourself in online transactions. This is available at <http://www.staysmartonline.gov.au/> (this website is not provided by the Westfield Group).

PAYMENT

9. Payment for online orders is to be made by American Express, Visa or MasterCard only. You may provide you nominated credit card details during the purchase process described on the Website.
10. Once you click on "Proceed to Payment", Westfield will process payment for your Order, plus and delivery charges itemised on on the final screen where you indicate your acceptance of this contract (**Total Amount**), using your nominated credit card (American Express, Visa or MasterCard) using a secure payment gateway.
11. You authorise Westfield to debit the Total Amount from you nominated charge card or credit card.
12. If your nominated charge card or credit card is declined by your financial institution, Westfield will no be able to guarantee the delivery of the Order, and may contact you to make alternative payment and delivery arrangements.
13. Westfield may decide at any time not to accept payment from your charge card or credit card for any reason. If we decline to accept payment, we will not process the Order and may no contact you to inform you that your Order will not be processed.

DELIVERY, RISK & TITLE TO GOODS

14. Australia Post and Toll Priority are sub-contracted to Westfield for carrying out delivery of Gift Cards ordered online. Any issues regarding delivery of Gift Cards ordered via www.westfieldgiftcards.com.au should be referred to Westfield directly.
15. Westfield will not be liable to you or anyone else for any losses suffered or incurred due to delay in delivery.
16. Subject to payment, property and risk in the Goods passes to you upon dispatch of the Goods to your nominated delivery address.

GIFT CARDS GENERAL

17. Gift cards become subject to the Gift Card Use Terms and Conditions upon activation, these terms and conditions are set out in full below, and are available at www.westfieldgiftcards.com.au and at Concierge Desks in Westfield shopping centres in Australia.

TERMS AND CONDITIONS FOR USE OF WESTFIELD GIFT CARDS

These terms and conditions apply to use of the Westfield gift card (gift card) which has been issued by Westfield Gift Cards Pty Limited, ACN 113 171 663, AFS Licence number 288723, as Trustee of the Westfield Gift Card Trust, ABN 78 407 025 369, (Westfield), of 100 William Street Sydney, NSW 2000.

The Australian Securities and Investments Commission has exempted Westfield from "product disclosure statement" and related disclosure requirements under the Corporations Act.

Purchase or use of the gift card constitutes your acceptance of these terms and conditions. If you let another person use or take possession of your gift card, you must inform that person that they will be bound by these terms and conditions. These terms and conditions are governed by New South Wales law. A \$1.50 administration charge is payable on first issue of a gift card.

GIFT CARD EXPIRY

Check the expiry date on your gift card as soon as you receive it. This will be at least 12 months from the date of purchase.

You should use all of the value of the gift card before the expiry date. **Unused value will not be refunded** and will become the property of Westfield.

Your gift card **expires** on the date listed on the back of the card. After the gift card has expired, it is no longer valid. **All transactions will be declined.**

- 1 The gift card **cannot be redeemed for cash**. For example it cannot be used to withdraw cash from an ATM or EFTPOS terminal.
- 2 The bearer of the gift card may use the gift card to make purchases of goods and/or services from participating stores displaying the "EFTPOS" logo at any participating Westfield shopping centre in Australia (a list of participating stores and centres is available online at <http://westfield.com/au/giftcards/>). The gift card may not be used for any other purpose.
- 3 Westfield is obliged to make payment in relation to the gift card only when it is used to make a purchase and there is sufficient unused value to make that purchase. Westfield retains any interest on unused value.
- 4 Gift cards are not legal tender, account cards, credit or debit cards or securities. They are not reloadable.
- 5 **You should hold your gift card securely**, as any person holding the gift card may be able to use its value to make purchases.
- 6 **If your gift card is lost or stolen**, you should immediately call 02 9358 7999 to report the loss. We may be able to stop the gift card value from being used in transactions. You will need to tell us information from the original receipt such as the card number, original balance and expiry date as well as recent transaction history.
- 7 If the gift card is, or becomes, faulty or has been lost or stolen, you may obtain a replacement gift card from a Westfield Concierge Desk in any participating Westfield shopping centre in Australia. **Replacement of lost or stolen gift cards will only be made upon presentation of the original receipt and advice of the reference number (which is located on the back left hand side of the gift card)**. Please note the reference number separately to your receipt. The replacement gift card will be of the same value as the unused value remaining on the faulty, lost or stolen gift card at the time of replacement. **The expiry date for the replacement card will remain the same as for the original gift card**. A gift card will not be replaced after its expiry date.
- 8 Gift cards will be void and will not be redeemable if they are defaced, mutilated, altered or tampered with in any way. Westfield may subject gift cards to verification and security checks in its absolute discretion.
- 9 Westfield is not liable for the availability, quality or fitness for purpose of any goods or services purchased with the gift card. If you have a dispute about the goods or services, you must resolve the dispute with the store where you purchased them.
- 10 If you wish to return goods to the store where you purchased them with your gift card it is not possible to reimburse funds to the gift card. The store will need to provide a refund or store credit subject to the terms and conditions under which the original purchase was made at the store.
- 11 **If you think there has been a mistaken transaction** involving your gift card (for example where too much has been deducted from the value of the gift card), you should contact the store where the mistaken transaction was made.
- 12 **If you think there has been an unauthorised transaction** involving your gift card, call 02 9358 7999 as soon as possible. The Electronic Funds Transfer Code of Conduct does not apply to Westfield gift cards, and Westfield has not subscribed to that Code.
- 13 You have certain rights under trade practices law which cannot be excluded. Except for those rights, any conditions or warranties implied by Commonwealth, State, Territory or other laws are excluded from these conditions of use. To the extent permitted by law, Westfield's liability is limited to replacing faulty gift cards.
- 14 If you are not satisfied with the gift card services provided by Westfield, you should tell us about your complaint at any Westfield Concierge Desk at any participating Westfield shopping centre in Australia, by calling 02 9358 7999, or by providing details online at <http://www.westfieldgiftcards.com.au/>. If your complaint is not resolved at the first point of contact, it will be referred to Westfield's internal dispute resolution process which operates in accordance with Australian standards. We try to respond to your dispute within 14 business days. If our internal process does not resolve your complaint, Westfield subscribes to an external dispute resolution program, details of which can be obtained from the Westfield Concierge Desk in any Westfield shopping centre in Australia.
- 15 You can **check the balance and expiry date of** your gift card online at <http://www.westfieldgiftcards.com.au/>, by calling 1300 790 292, or at a Westfield Concierge Desk in any participating Westfield shopping centre in Australia.
- 16 The bearer of a gift card may not consolidate the balances of several gift cards onto a new gift card.
- 17 Westfield reserves the right to cancel any gift card, or the gift card scheme, for any reason at any time without notice. In these circumstances Westfield may either provide a refund or a replacement gift card of equivalent value unless it reasonably suspects fraud in relation to a gift card.
- 18 The gift card remains the property of Westfield.

Changes in the Conditions

Westfield may vary these Terms and Conditions from time to time (including to introduce new fees) by publishing a notice relating to the amendment in a newspaper circulating throughout Australia at least 30 days before the amendment takes effect and displaying notice of the change at each place that gift cards are sold. A copy of the latest version of these Terms and Conditions is available from <http://www.westfieldgiftcards.com.au/> or the Westfield Concierge Desk in any participating Westfield shopping centre in Australia.

Revised: 21 Sep 2007

FOR INQUIRIES ABOUT YOUR GIFT CARD, EMAIL giftcards@au.westfield.com OR CALL 02 9358 7999