

# QUEENSGATE SHOPPING CENTRE

## QUEENSGATE GIFT CARD

### TERMS & CONDITIONS

#### Important please read

**Key Terms** – Purchase or use of the Gift Card constitutes your acceptance of these terms and conditions. Stride Investment Management Limited as manager of the Queensgate Shopping Centre (“we”, “us”) may in our complete discretion, refuse to sell Gift Cards to any person at any time for any reason. If you allow another person to use or take possession of your Gift Card, you must inform that person that they will be bound by these terms and conditions. The Gift Card is non-refundable, cannot be redeemed for cash, nor can it be used to purchase another Queensgate Shopping Centre Gift Card.

**Checking Balance** – You can check the balance and expiry date of your Gift Card online at [www.queensgateshopping.co.nz](http://www.queensgateshopping.co.nz) and at the Queensgate Customer Service Desk. **Expiry** – Your Gift card will expire 12 months from the date of purchase. Any unused value at the date of expiry will not be refunded to the Gift Card holder or the original purchaser of the Gift Card or transferred to another Queensgate Gift Card and will become our property.

### TERMS AND CONDITIONS FOR USE OF QUEENSGATE GIFT CARDS

1. Use of Gift Cards is subject to these terms and conditions. A copy of these terms and conditions are available at [www.queensgateshopping.co.nz](http://www.queensgateshopping.co.nz) and at the Queensgate Customer Services Desk.
2. Purchase or use of the Gift Card constitutes your acceptance of these terms and conditions. If you allow another person to 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 Zealand law.

3. At the time of your purchase of a Gift Card you must nominate the value you wish to load on to the Gift Card for any amount between \$10 and \$995. You are responsible for checking that the value loaded onto your Gift Card is correct at the time of purchase.

### GIFT CARD EXPIRY

4. Check the expiry date on your Gift Card as soon as you receive it. This will be 12 months from the date of purchase.
5. You should use all of the value of the Gift Card before the expiry date. No refunds will be provided for the monetary value on the Gift Card. Any unused value at the date of expiry will not be refunded to the Gift Card holder or the original purchaser of the Gift Card or transferred to another Queensgate Gift Card and will become our property. These terms and conditions are governed by New Zealand law.
6. After the Gift Card has expired, it is no longer valid. All transactions will be declined.

### REDEEMING GIFT CARDS

7. The Gift Card cannot be exchanged, refunded or redeemed for cash. For example, it cannot be used to withdraw cash from an ATM or EFTPOS terminal nor can the Card be exchanged for different denominations.
8. The bearer of the Gift Card may use the Gift Card to make purchases of goods and/or services at participating stores at the Queensgate Shopping Centre in New Zealand. To find out where you can use your Gift Card visit the Customer Service Desk in the Queensgate Shopping Centre or visit [www.queensgateshopping.co.nz](http://www.queensgateshopping.co.nz) and click on the store name to confirm individual store acceptance of the Queensgate Gift Card. The participating stores at the Queensgate Shopping Centre may vary from time to time. The Gift Card may not be used for any other purpose. The Gift Card cannot be used for purchasing products from participating stores online.
9. When prompted at the retailer’s point of purchase, the bearer of the Gift Card should enter Credit and then enter.
10. We are 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 either full or part payment of that purchase. We retain any interest earned on any unused value.

11. Gift Cards are not legal tender, account cards, credit, charge or debit cards or securities. These terms and conditions are governed by New Zealand law.
12. Gift Cards are not re-loadable. This means additional credit (money) cannot be added to the Gift Card. A new Gift Card must be purchased.
13. Redemption of Gift Cards is dependent upon a number of third party arrangements, including the availability of a retailer's EFTPOS or other point of sales systems, and other service providers. These systems may not be available at all times, and this may mean that you are not able to redeem a Gift Card when these systems are unavailable. We are not responsible for these systems, and will not be liable for, any loss or damage caused by these systems being unavailable.

### LOST, STOLEN OR FAULTY GIFT CARDS

14. Gift Cards should be treated like cash. Your Gift Card should be kept securely, as any person holding the Gift Card may be able to use it to make purchases.
15. We recommend you keep a secure record of your Gift Card number (located on the back of the Card) and the date on which your Gift Card expires, retain the original receipt, and always remember to take your Gift Card back after using it. For the avoidance of doubt, the "original receipt" is the receipt we, our Customer Service Desk or the retailer provides upon purchase of the Gift Card and is not the EFTPOS terminal receipt.
16. As the purchaser or intended recipient of the Gift Card, you must not allow any other person to use your Gift Card or give your Gift Card number to any unauthorised person. You should also not interfere with the magnetic strip or barcode on your Gift Card or leave your Gift Card where an unauthorised person could have access to it.
17. If your Gift Card is lost or stolen, you should immediately call **04 922 3509** or speak to a member of the Customer Service team at the Queensgate Customer Service Desk, to report the loss. If requested by you, we will take reasonable steps to cancel any Gift Card reported lost or stolen after being notified of that fact. You will need to provide information from the original receipt such as the card number, original balance and expiry date as well as recent transaction history. We will not be liable to replace or reimburse you for any funds on lost or stolen Gift Cards that have been used for unauthorised transactions.
18. If the Gift Card is, or becomes, faulty, damaged or has been lost or stolen, you may obtain a

replacement Gift Card by calling **04 922 3509** or speaking to a member of the customer service team at the Queensgate Customer Service Desk. You must then fill out a replacement form which will be processed by the centre management Office at Queensgate Shopping Centre. You will be charged \$5 for any replacement Gift Card issued as a consequence of a damaged, lost or stolen Gift Card, which will be deducted from the balance of the replacement Gift Card. Once approved, a replacement Gift Card will be sent to you. The Gift Card may take up to 10 working days to be replaced. Replacement of faulty, damaged, lost or stolen Gift Cards will only be made upon presentation of the original receipt. The replacement Gift Card will be of the same value as the unused value remaining on the faulty, damaged, lost or stolen Gift Card at the time of the replacement (less the \$5 replacement fee if applicable). The expiry date for the replacement Gift Card will remain the same as for the original Gift Card. A Gift Card will not be replaced after its expiry date.

19. Gift Cards will be void and will not be redeemable if they are defaced, mutilated, altered or tampered with in any way. We reserve the right in our sole discretion to inspect Gift Cards to ensure they have not been defaced, mutilated, altered or tampered with.
20. We will not be liable for the availability, quality or fitness for purpose of any goods or services purchased with the Gift Card. If you have a dispute relating to any goods or services purchased using a Gift Card, you must resolve the dispute with the store where such goods or services were purchased from.
21. If you wish to return any goods to the store where you purchased them with your Gift Card it is not possible for funds to be reimbursed 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.
22. If you think there has been an erroneous transaction involving your Gift Card (for example where an incorrect amount has been deducted from the value of the Gift Card), you should contact the store manager where the erroneous transaction was made.
23. If you think there has been an unauthorised transaction involving your Gift Card, call **04 922 3509** or visit the Queensgate Customer Service Desk.

## **PAYMENT FOR GIFT CARDS PURCHASED**

24. Payment can be made by any credit, charge, debit card or such other payment type which we may decide to accept from time to time (in our discretion). We reserve the right to charge to you an additional surcharge, imposed by card companies and banks, for certain payment types. When paying by credit, charge card, debit card or other nominated account you authorise us to debit the Order Total from your nominated account. If your nominated credit, charge card, debit card or other nominated account is declined by your financial institution, we may not be able to process the purchase of your Gift Card, and may contact you to make alternative payment arrangements. We may decide at any time not to accept payment from you for any reason. If we decline to accept payment, we will not process the transaction and will not be required to contact you to inform you that your Gift Card purchase will not be processed.

## **COMPLAINTS**

25. If you are not satisfied with the Gift Card services provided by us you should advise us of your complaint at any Queensgate Customer Service Desk, by calling **04 922 3509** or by providing details online at [www.queensgateshopping.co.nz](http://www.queensgateshopping.co.nz). If your complaint is not resolved at the first point of contact, it will be referred to our internal dispute resolution process. We will use our reasonable endeavours to respond to your dispute within 14 business days. If our internal dispute resolution process does not resolve your complaint, we may subscribe to an external dispute resolution programme, determined at our sole discretion.

## **GIFT CARD BALANCE AND TRANSACTION HISTORY**

26. You can check the balance and expiry date of your Gift Card online at [www.queensgateshopping.co.nz](http://www.queensgateshopping.co.nz) or at the Queensgate Customer Service Desk.
27. We reserve the right to cancel any Gift Card, or the Gift Card scheme, for any reason at any time without notice. In these circumstances we may either provide a refund or replacement Gift Card of equivalent value unless we reasonably suspect that fraudulent activity has occurred in relation to a Gift Card.
28. Any remaining credit on a Gift Card cannot be refunded. The Gift Card can be used until no credit is remaining, either for full or part payment of goods and services purchased. Products may be

purchased by "combined payment" e.g. buying products and paying half with the Gift Card and half with credit, debit or EFTPOS card, or cash at the discretion of the participating retailer.

## **OWNERSHIP OF THE GIFT CARD**

29. The Gift Card remains our property. The Gift Card may not be copied or reproduced in any circumstances. On expiry, or once the value is exhausted, you may return your Gift Card to us or destroy your Gift Card after use.
30. You cannot sell your Gift Card or assign any of your rights or obligations under these terms and conditions. We may assign any of our rights and obligations under these terms and conditions to any other person or business, subject to such party assuming our obligations under these terms and conditions.

## **PERSONAL INFORMATION**

31. In accordance with the provisions of the Privacy Act 1993, we may collect personal information from you. We may use any of your details gained from the ordering or purchasing processes, as well as information from how you use your Gift Card and what you buy in the participating stores. Details of the privacy policy applicable to the collection of personal information from you during the course of your purchase or use of the Gift Cards, including how we may treat your personal information, can be found at [www.queensgateshopping.co.nz](http://www.queensgateshopping.co.nz) or a copy can be obtained at the Queensgate Customer Service Desk.

## **DELIVERY, RISK & TITLE TO GOODS**

32. Where we arrange delivery of Gift Cards this will be through the services of a third party. Any issues regarding delivery of Gift Cards should be referred to the Queensgate Customer Service Desk directly. We will aim to deliver the Gift Cards within 3-4 Business Days from receipt of the order. All deliveries must be signed for and if no person is available to sign for the delivery, details of how the Gift Card(s) may be subsequently delivered will be left at the recipient's address. We will not be liable to you or anyone else for any losses suffered or incurred by you due to any delay in delivery of the Gift Card. Subject to payment, property and risk in greeting cards, envelopes and the monetary value on the Gift Card(s) itself (Goods) passes to you upon dispatch of the goods to your nominated

delivery address. No refunds will be provided by us for the monetary value on the Gift Card.

#### **CHANGES IN THE CONDITIONS**

33. We may vary these terms and conditions from time to time. Any changes made to these terms and conditions will be notified to you at least 30 days prior to any change taking effect. A copy of the latest version of these terms and conditions is available from [www.queensgateshopping.co.nz](http://www.queensgateshopping.co.nz) or at the Queensgate Customer Service Desk.

#### **CONSUMER GUARANTEES ACT**

34. Nothing in these terms and conditions is intended to exclude, restrict or modify your rights under the Consumer Guarantees Act 1993.

#### **LIABILITY**

35. To the extent permitted by law, our liability is limited to replacing faulty Gift Cards. We will not be liable to you for breach of these terms and conditions or any consequential loss or damage, including but not limited to, any liability in connection with any goods or services purchased by the redemption of your Gift Card.