

Gift cards terms and conditions

1. These Terms and Conditions apply to use of the Pacific Werribee Shopping Centre ("Centre") Gift Card ("Gift Card") which has been issued by or on behalf of Wadren Pty Ltd (ACN 005 537 235) as trustee for The Hoppers Crossing Unit Trust (ABN 83 405 769 465); and QIC Werribee Pty Ltd (ACN 624 121 204) as trustee for the QIC Werribee Trust (ABN 76 994 021 211) as Owners of the Centre.
2. Customers should treat this Gift Card like cash. Defaced, mutilated, altered, lost or stolen Gift Cards will not be replaced, refunded, redeemed or returned.
3. This Gift Card is redeemable for merchandise or services at participating retailers, including at the Centre and retailers who elect to accept the card and have the eftpos facility across Australia. Some retailers may choose not to accept the Gift Card.
4. This Gift Card can be redeemed at participating retailers with EFTPOS facilities. Retailers without EFTPOS facilities are unable to accept this Gift Card.
5. Retail stores may elect not to accept the Gift Card at their discretion. A customer should confirm acceptance of the use of the Gift Card with the retailer before a transaction is processed.
6. This Gift Card is non-refundable and cannot be redeemed for cash. This Gift Card cannot be used for the payment of credit or retailer accounts.
7. This Gift Card is partially redeemable. It is the responsibility of the customer to use the full value before the expiry date. Cash will not be given for any unused balance.
8. **Gift cards are valid up to the expiry date expressed on the specific gift card. If the gift card is silent or there is any uncertainty around the expiry date:**
 - Gift Cards issued *after* 1 November 2019 are valid for 36 months from the date of issue.
 - Gift Cards issued *prior* to 1 November 2019 are valid for 12 months.

It is up to the cardholder to use the full value within the validity period. Any unused balance will not be refunded or credited when the Gift Card expires.

9. Gift Card cannot be reloaded. No further value may be added to it.
10. This Gift Card cannot be redeemed at any time when participating retailer's EFTPOS system is offline for any reason.
11. Any unused balance expiry will not be refunded or credited.
12. Purchases exceeding the Gift Card's available balance require the difference to be paid by other method/s.
13. Gift Cards can be credited with any amount between \$20.00 and \$500.00.
14. Each of the participating retailer's return policy applies when returning goods purchased with a Gift Card.
15. The customer is liable for all transactions on the Gift Card except to the extent to which there has been fraud or negligence by the Centre or any of its employees.
16. No variations of these Terms and Conditions of Use bind the Centre unless they have been approved and signed by (or on behalf of) the Centre. Changes to the Terms and Conditions of Use will be available at Centre Management.
17. Visit Centre Management if you have any reason to believe that an error has occurred in relation to your Gift Card.
18. A customer can check their balance by logging on to the Centre's website and clicking on the Gift Card link or by phoning the Gift Card Help Desk on 1300 554 268.
19. Purchase or use of this Gift Card constitutes your acceptance of these Terms and Conditions.
20. The Centre reserves the right to change any term contained in these Gift Card Terms and Conditions of Use where the change is required, including but not limited to the following:
 - a. to add or remove participating retailers at which the Gift Card may be redeemed, or the goods and/or services which may be purchased using the Gift Card;
 - b. 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;
 - c. for reasonable operational, administrative, compliance or corporate governance reasons, or to prevent the occurrence of fraud or other unlawful, unethical or unacceptable conduct; or
 - d. where the Centre, acting reasonably, considers that it will not cause detriment to the customer.
21. The Centre 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 the Centre's control, including but not limited to fire, flood, storm, earthquake, accident, war, acts of sabotage, labour dispute, materials or labour shortage (other than shortages of its own staff or staff under its control), system failure, power failure or shortage, law, regulation or act or omission of third persons
22. These Terms and Conditions are governed by the laws applicable in the State of Victoria and the parties submit to the jurisdiction of the courts of that state

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