

David Jones Gift Card Terms and Conditions

Updated September 2019

Australian Physical Gift Card terms and conditions

Gift Cards with a PIN can be used to shop instore and online. Gift Cards without a PIN can only be used to shop instore. Gift Cards are treated as cash and cannot be replaced if lost or stolen. Gift Cards may only be used for purchases at David Jones and cannot be returned or exchanged for cash or used to pay any David Jones branded Credit Card account or other Credit Card accounts. Gift Cards cannot be redeemed at Sephora in any David Jones store. Gift Cards cannot be on-sold to third parties, unless with the prior written consent of David Jones. David Jones Gift Cards in AUD currency cannot be redeemed outside of Australia. The funds available can be verified on request or at time of purchase at any point of sale in any David Jones store within Australia. No change is given and any balance that remains on the card can be used in whole or part against future purchases at David Jones. Gift Cards expire 36 months after purchase. Any balance that remains on the Card after expiry will not be available for use, except as required by law. These terms and conditions may be amended by David Jones from time to time. For full terms and conditions or changes to our terms and conditions visit davidjones.com/giftcardtermsandconditions

Australian eGift Card terms and conditions

eGift cards are treated as cash and cannot be replaced if lost or stolen. eGift Cards may only be used for purchases in David Jones stores or online at davidjones.com.au* and cannot be returned or exchanged for cash or used to pay any David Jones branded Credit Card account or other Credit Card accounts. Gift Cards cannot be redeemed at Sephora in any David Jones store. Gift Cards cannot be on-sold to third parties, unless with the prior written consent of David Jones. David Jones Gift Cards in AUD currency cannot be redeemed outside of Australia. The funds available can be verified on request or at time of purchase at any point of sale in any David Jones store within Australia. No change is given and any balance that remains on the card can be used in whole or part against future purchases at David Jones. Gift Cards expire 36 months after purchase. Any balance that remains on the Card after expiry will not be available for use, except as required by law. These terms and conditions may be amended by David Jones from time to time. For full terms and conditions or changes to our terms and conditions visit davidjones.com/giftcardtermsandconditions *eGift Cards with an expiry date prior to 1st August 2016 can only be redeemed instore and not online.

New Zealand Physical Gift Card terms and conditions

David Jones New Zealand Gift Cards are treated as cash and cannot be replaced if lost or stolen. Gift Cards may only be used for purchases at David Jones NZ locations only and cannot be returned or exchanged for cash or used to pay any David Jones branded Credit Card account or other Credit Card accounts. David Jones New Zealand Gift Cards cannot be on-sold to third parties, unless with the prior written consent of David Jones. David Jones Gift Cards in NZD currency cannot be redeemed outside of New Zealand or online at davidjones.com.au. The funds available can be verified on request or at time of purchase in David Jones NZ locations only. No change is given and any balance that remains on the card can be used in whole or part against future purchases at David Jones. Gift Cards expire 24 months after issue. Any balance that remains on the Gift Card after expiry will not be available for use. For full Terms and Conditions visit davidjones.com/giftcardtermsandconditions

New Zealand eGift Card terms and conditions

David Jones New Zealand eGift cards are treated as cash and cannot be replaced if lost or stolen. eGift Cards may only be used for purchases in David Jones NZ locations and cannot be returned or exchanged for cash or used to pay any David Jones branded Credit Card account or other Credit Card accounts. David Jones New Zealand eGift Cards cannot be on-sold to third parties, unless with the prior written consent of David Jones. David Jones Gift Cards in NZD currency cannot be redeemed outside of New Zealand or online at davidjones.com.au. The funds available can be verified on request or at time of purchase in David Jones NZ locations only. No change is given and any balance that remains on the card can be used in whole or part against future purchases at David Jones. Gift Cards expire 24 months after issue. Any balance that remains on the eGift Card after expiry will not be available for use. For full terms and conditions visit davidjones.com/giftcardtermsandconditions

1. Definitions:

In the Terms and Conditions:

"**Activate**" means the initial loading of value onto a David Jones Gift Card.

"**Card Balance**" means the unspent value of a David Jones Gift Card.

"**Card Number**" means the 16 or 19 or 20 -digit number that appears on the back of a David Jones Gift Card.

“**David Jones**” means David Jones Pty Limited ACN 000 074 573 of Building 2, Botanicca, 572 Swan Street, Burnley VIC 3121.

"Expiry Date" means the date, being stated on the reverse of the Gift Card, after which, any remaining funds on a David Jones Gift Card will not be available for redemption. Gift Cards, have a 36 month expiry date after the date of purchase. Promotional Gift Cards expire one month after the date of issue.

"PIN" means the 4 digit access number printed on the reverse of a David Jones Gift Card.

“Replacement Gift Card Fee” means the amount of \$25 per David Jones Gift Card.

"Redeem" means to reduce the value loaded on your David Jones Gift Card by using the David Jones Gift Card to purchase goods or services from David Jones.

"Website" means davidjones.com

"David Jones Gift Card" means a

- Classic or Limited Edition David Jones Gift Card
- Premium David Jones Gift Card
- Promotional David Jones Gift Card
- Returns Card
- eGift Card

A reference to "**we**", "**us**", or "**our**" is a reference to David Jones Pty 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 all David Jones Gift Cards.

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

2.3. By purchasing, activating, using or attempting to use a David Jones Gift Card, or by making a transaction enquiry or exercising any right to redeem value loaded on a David Jones Gift Card, you warrant that you will comply with these terms and conditions and all applicable laws and that the David Jones 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 David Jones Gift Card to another person, you should ensure that he or she is aware of the terms and conditions that apply to the David Jones Gift Card and the relevant expiry date of the David Jones Gift Card.

3. Purchasing a David Jones Gift Card

3.1. David Jones Gift Cards can be purchased at any David Jones store, online at davidjones.com, at approved David Jones third-party retailers and through David Jones Corporate Services.

3.2. Gift Cards purchased in store - Classic Gift Cards are available at point of sale in all stores, for any denomination and in the currency of the relevant country in which the gift cards are purchased from \$5 to \$1,000. Premium Gift Cards are available at the Customer Service Centre for an additional charge of \$4.95 for any denomination from \$5 to \$4,999. David Jones Gift Cards purchased in store will be activated immediately upon receipt of valid payment.

3.3. Gift Cards purchased online - Classic Gift Cards may be purchased on-line at davidjones.com in set denominations of \$25, \$50, \$100, \$150, \$200, \$250 and \$500. Classic Gift Cards purchased online are only available in AUD.. David Jones Gift Cards purchased online take up to 7 business days to be delivered via Australia Post and are sent active. Classic Gift Cards purchased online may only be delivered to an Australian address.

3.4. eGift Cards purchased online - eGift Cards are available to purchase online at davidjones.com in variable denominations up to \$1,000. Customer must nominate currency when purchasing an eGift Card. eGift Cards are typically received by the nominated recipient via email within one day of ordering, unless there are unforeseen delays. eGift Cards are delivered active. eGift Cards can be redeemed in store by presenting them in their printed format or customers can present their mobile device with

an image of the eGift Card showing the Gift Card number. Australian eGift Cards can be redeemed at davidjones.com by entering the Gift Card number and pin number when prompted at the checkout. New Zealand eGift Cards cannot be used to shop online.

3.5. Gift Cards purchased at 3rd Party Retailers - Classic Gift Cards can be purchased at selected Woolworths, Coles, Australia Post, Big W and other 3rd party retailers. 3rd Party retailer Gift Cards can be purchased in set denominations of \$50 and \$100 and activation takes up to 48 hours from time of purchase.

3.6. Gift Cards purchased through Corporate Services – Classic, Premium and Digital Gift Cards can be purchased in bulk through David Jones Corporate Services in any denomination from \$5 to \$4999. Gift Card orders require payment in full before bulk activation and are activated by the purchaser by calling Corporate Services on 1300 301 906 (9:00AM – 5:00PM, Monday to Friday AEST). Customer must nominate currency when purchasing a Gift Card. Full Corporate Services order Terms and Conditions can be viewed at <https://corporategiftcards.davidjones.com/au/terms.aspx>

3.7. Promotional Gift Cards – From time to time, David Jones may issue promotional Gift Cards in conjunction with qualifying purchases. Promotional Gift Cards may have a shorter validity date. The expiry date of Promotional Gift Cards is located on the reverse of the Gift Card and can also be found on the proof of purchase. Promotional Gift Cards can only be redeemed in country of issue.

3.8. Your David Jones Gift Card is valid for use until the Expiry Date, which is indicated on the reverse of the Gift Card. Any unspent value cannot be used or redeemed after the date of expiry, and will not be reimbursed in cash or kind. The expiry date can also be found on the proof of purchase in transactions in which the Gift Card is used.

3.9. GST is not applicable of the sale of Gift Cards.

3.10 If you have failed to make valid payment for your Gift Card order within 30 days of placing the order, David Jones reserves the right to cancel the order in its sole discretion, upon written notice.

4. Redeeming your David Jones Gift Card

4.1 Subject to clause 4.3, Australian Gift Cards and eGift Cards can be redeemed for goods and services in all Australian stores and online at davidjones.com. New Zealand Gift Cards and eGift Cards can be redeemed for goods and services in all New Zealand stores. The redeemed value is deducted from the Card Balance.

4.2. David Jones Gift Cards with a Pin can be used as a form of tender to make purchases online at davidjones.com. They can be redeemed by entering the Gift Card number and pin number when prompted at the checkout. A maximum of five gift cards or eGift cards can be used to shop in one transaction online. David Jones Gift Cards in New Zealand dollars cannot be used to shop online.

4.3. David Jones Gift Cards cannot be redeemed at Sephora in any David Jones stores.

4.4. David Jones Gift Cards should be treated as cash. They cannot be replaced if lost or stolen. Once activated, David Jones Gift Cards may only be used for purchases at David Jones. David Jones Gift Cards cannot be returned, exchanged for cash or used to pay any David Jones branded credit card account or other credit card accounts.

4.5. The Card Balance can be verified on request or at time of purchase instore or online. No change is given and any balance that remains on the card can only be used in whole or part against future purchases of David Jones. David Jones Gift Cards expire 36 months after purchase unless stated on the back of the Gift Card. Any balance that remains on the card after expiry will not be available for use.

4.6. Resale of David Jones Gift Cards is strictly prohibited, except with our prior written consent from David Jones. If approved, Gift Cards cannot be re-sold for more than the original purchase price.

4.7. Your use of the David Jones Gift Card at a David Jones store is subject at all times to the policies (and, where applicable, other terms and conditions) of David Jones regarding the goods and services made available by it.

4.8. Where the price of the Goods or services being purchased with the David Jones Gift Card exceeds the Card Balance, you must pay the amount exceeding the Gift Card Balance by an alternative payment method at the discretion of David Jones.

4.9. Once your David Jones Gift Card has reached a nil balance it cannot be re-activated.

4.10. By redeeming your David Jones Gift Card, you agree that you must not engage in any conduct which is fraudulent or may be contrary to the intention of the David Jones Gift Card program, including but not limited to:

(a) the on-selling of goods to a third party for a profit or other commercial purpose, where those goods have been purchased through the use of a David Jones Gift Card;

(b) the on-selling of David Jones Gift Cards to a third party for an additional mark up, regardless of whether those Gift Cards were purchased by you at full price or for a discount;

(b) use the David Jones Gift Card to fraudulently earn reward or loyalty points through an affiliate marketing program, with the intention to gain points, profit or other benefit.

Whether you have breached any of the above terms, or any other terms of this Agreement will be determined by David Jones at its sole discretion.

4.10 If David Jones considers that you have engaged in any of the above conduct, David Jones may enforce its rights under clause 10, upon written notice to you.

5. No recharging of a David Jones Gift Card

5.1. After a David Jones Gift Card has been activated, an additional value cannot be added to it.

6. Balance enquiries

6.1. The Card Balance is printed on the register receipt each time you use your David Jones Gift Card. You can also check your David Jones Gift Card balance at any point of sale on request or at davidjones.com/david-jones-cards/gift-card-balance. When making purchases online, a balance check is conducted during checkout and an updated balance is provided on the conclusion of the transaction. No change is given and any balance that remains on the card can only be used in whole or part against future purchases of David Jones. The expiry date of Gift Cards is printed on the reverse of the Gift Card and can also be found on the proof of purchase. Any balance that remains on the card after expiry will not be available for use.

7. Lost or Stolen David Jones Gift Cards

7.1. You must treat your David Jones Gift Card like cash. If your David Jones Gift Card is damaged, please visit the Customer Service Centre in any David Jones store. However, we have no obligation to replace or refund value for lost or stolen David Jones Gift Cards except where we have breached any condition or warranty implied under consumer protection legislation that cannot be excluded in these terms and conditions.

7.2. We reserve the right to place a stop on your David Jones Gift Card if:

- You report that your David Jones Gift Card has been lost or stolen or
- We believe (or reasonably suspect) that you have used your David Jones Gift Card (or will use) your David Jones Gift Card contrary to these Terms and Conditions.

8. Replacement David Jones Gift Cards

8.1 David Jones may choose to replace your David Jones Gift Card at its absolute discretion and upon payment of the applicable Replacement Gift Card fee.

9. Liability

9.1. You are responsible for your David Jones Gift Card, and are liable for all transactions made using your David Jones Gift Card.

10. Penalties

- 10.1.** A breach of these Terms and Conditions may result in any of the following consequences, including but not limited to:
- a) immediate deactivation of any David Jones Gift Cards which have been purchased by you but not yet been redeemed;
 - b) immediate forfeiture of any outstanding balance on the David Jones Gift Cards; or
 - c) cancellation of any discount on Gift Cards purchased through Corporate Service.
- 10.2.** The applicable Penalty will be determined by David Jones in its sole discretion.
- 10.3** Without limitation, a contravention of clause 4.9 will be deemed a breach of these terms and conditions.

11. Relationship with David Jones Pty Limited

- 11.1.** David Jones 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 from David Jones Limited.
- 11.2.** Use of our name or brands, or any names and logos of David Jones (other than in connection with the purchase or use of David Jones Gift Cards), and the use of any imagery provided by David Jones is strictly prohibited without prior consent of David Jones.
- 11.3.** For any approval requests for marketing, advertisements, or other promotional activities please contact David Jones Corporate Services via email at corporate.services@davidjones.com.au. (9:00AM – 5:00PM, Monday to Friday AEST).

12. Contacting David Jones Pty Limited

- 12.1.** If you have questions about your David Jones Gift Card purchased in a David Jones store, please visit the Customer Service Centre of any David Jones store or email us at contactus@davidjones.com.au
- 12.2.** If you have questions about a classic or digital David Jones Gift Card purchased via davidjones.com.au, please contact our Online Customer Service Team on 1800 354 663 (9am-6pm Mon-Fri and 10am-4pm Sat- Sun AEST) or via email at online@davidjones.com.au.
- 12.3.** If you have questions about a David Jones Gift Card purchased through Corporate Services, please contact on 1300 301 906 or 0800 873 697 (NZ Toll Free) or via email at corporate.services@davidjones.com.au (9:00AM – 5:00PM, Monday to Friday AEST).
- 12.4.** If you have any issues with activation of a David Jones Gift Card purchased through a third party retailer, please contact the third party retailer directly.