

Dexus Shopping Centres Pty Limited

Gift Card Terms and Conditions of Use

These Gift Card Terms and Conditions of Use apply to use of the Dexus Shopping Centres Gift Card ("Gift Card") which has been issued by Dexus Shopping Centres Pty Limited ABN 13 001 595 955 ("Dexus Shopping Centres"):

1. These Gift Card Terms and Conditions of Use are available at a Customer Service Desk or Centre Management in a participating Dexus Shopping Centre, at www.alwayson.shop or on the participating Dexus Shopping Centre's website. Participating Dexus Shopping Centres in New Zealand are: Auckland – Botany Town Centre and Bay of Plenty – Bayfair Shopping Centre.
2. Purchase and or use of the Gift Card constitutes your acceptance of these Gift Card Terms and Conditions of Use. No variations of these Gift Card Terms and Conditions of Use bind us unless they have been approved by Dexus Shopping Centres or are required by law.
3. Dexus Shopping Centres reserves the right to change any term contained in these Gift Card Terms and Conditions of Use where the change is required: (a) 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; (b) for reasonable operational, administrative, compliance or corporate governance reasons, provided that such change will not cause detriment to the customer; or (c) to prevent the occurrence of fraud, or other unlawful or wrongful conduct.
4. The Gift Card can be credited at the time of purchase with any amount between \$10.00 and \$999.99. A customer can check their balance by phoning 0800 493 470 or by visiting www.alwayson.shop. The Gift Card cannot be reloaded and no further value may be added to it. Gift Cards cannot be returned for a refund or have any balances consolidated to a new Gift Card.
5. The Gift Card is valid for, and will expire on the date, 3 years from the Issue Date ("Expiry Date"). The Issue Date can be found on the back of the Gift Card. The Gift Card will be void and may not be redeemed after the Expiry Date. It is the responsibility of the customer to use the full value before the Expiry Date. Cash or credit will not be given for any unused balance.
6. Reissue of the Gift Card is not available unless the Gift Card is proven to be faulty or damaged. If you believe that the Gift Card is faulty or damaged, visit a Customer Service Desk or Centre Management in a participating Dexus Shopping Centre or call 0800 493 470. In the event that a Gift Card is reissued, the reissued Gift Card will be credited with the funds remaining and will adopt the Expiry Date of the original Gift Card. Otherwise, defaced, mutilated, altered, lost or stolen Gift Cards will not be replaced, refunded or redeemed.
7. Customers should treat the Gift Card like cash. Anyone holding the Gift Card can use its value to make purchases as set out in these Gift Card Terms and Conditions of Use.
8. The Gift Card is redeemable for merchandise or services at those stores in participating Dexus Shopping Centres in New Zealand who agree from time to time to accept Dexus Shopping Centres Gift Cards ("Participating Stores"). Participating Stores change from time to time. The list of current Participating Stores is available at www.alwayson.shop and at a Customer Service Desk or Centre Management in participating Dexus Shopping Centres.
9. The Gift Card can only be redeemed at Participating Stores with EFTPOS facilities. Participating Stores without EFTPOS facilities are unable to accept the Gift Card. The Gift Card cannot be redeemed at any time when the Participating Store's EFTPOS system is offline for any reason. Purchases exceeding the Gift Card's available balance require the difference to be paid by other method(s).
10. Each Participating Store's returns policy applies when returning goods purchased with the Gift Card. Dexus Shopping Centres is not liable for the availability, quality or fitness for purpose of any goods or services purchased with the Gift Card. Any dispute about goods or services purchased with the Gift Card must be resolved directly with the relevant Participating Store.
11. The Gift Card is not redeemable for cash or cash equivalent payments (including, but not limited to, bills, purchase of financial products such as other gift cards, foreign currency, or gambling transactions) and cannot be used for the payment of credit or retailer accounts. Dexus Shopping Centres may, in its sole and absolute discretion, cancel a Gift Card or block any transaction that attempts to do so.
12. If you have any reason to believe that an unauthorised or mistaken transaction has occurred in relation to the Gift Card, please visit a Customer Service Desk or Centre Management in a participating Dexus Shopping Centre or call 0800 493 470.
13. To the extent permitted by law: (a) a customer is liable for all transactions on the Gift Card; (b) Dexus Shopping Centres will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Gift Card Terms and Conditions of Use, for failure to observe or perform any of our obligations under these Gift Card Terms and Conditions 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; and (c) Dexus Shopping Centre's liability is limited to replacing faulty Gift Cards.
14. These Gift Card Terms and Conditions of Use are governed by the law of New Zealand and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New Zealand.

FOR ENQUIRIES ABOUT THE GIFT CARD, CALL 0800 493 470.