

AMP Capital Shopping Centres Pty Limited

Gift Card Terms and Conditions of Use

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

1. **AMP Capital 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, or to prevent the occurrence of fraud or other unlawful, unethical or unacceptable conduct; or**
 - c. **where AMP Capital Shopping Centres, acting reasonably, considers that it will not cause detriment to the customer.**
2. **These Gift Card Terms and Conditions of Use are available at the Customer Service Desk or Centre Management, at www.ampscsgiftcards.co.nz or on the participating AMP Capital Shopping Centre's website**
3. **This Gift Card is valid for 3 years from the Issue Date. The Issue Date can be found on the back of the Gift Card. The Expiry Date is 3 years from the Issue Date. The Gift Card will be void and may not be redeemed after the Expiry Date.**
4. **Defaced, mutilated, altered, lost or stolen Gift Cards will not be replaced, refunded or redeemed.**
5. **If you have any reason to believe that an unauthorised or mistaken transaction has occurred in relation to your Gift Card please visit the Customer Service Desk or Centre Management in a participating AMP Capital Shopping Centre or call 0800 493 470.**
6. Purchase and or use of this Gift Card constitutes your acceptance of these Gift Card Terms and Conditions of Use.
7. AMP Capital Shopping Centres may, in its discretion, refuse to sell Gift Cards to any person, at any time, for any reason.
8. Customers should treat this Gift Card like cash. Anyone holding the Gift Card can use its value to make purchases.
9. Reissue of Gift Cards is not available unless the Gift Cards are proven to be faulty or damaged. If you believe that your card is faulty or damaged, visit the Customer Service Desk or Centre Management in a Participating AMP Capital 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 based upon the date of purchase of the original Gift Card.
10. This Gift Card is redeemable for merchandise or services at participating stores at participating AMP Capital Shopping Centres ("Participating Stores"). Participating Stores are those stores in participating AMP Capital Shopping Centres who agree from time to time to accept AMP Gift Cards. Participating Stores change from time to time and you acknowledge that this Gift Card is fit for your purposes. The list of current Participating Stores is available at www.ampscsgiftcards.co.nz and at Customer Service Desks or Centre Management in participating AMP Capital Shopping Centres in New Zealand.
11. Participating AMP Capital Shopping Centres are:
 - Auckland – Botany Town Centre; and
 - Bay of Plenty – Bayfair Shopping Centre
12. Gift Cards can be credited at the time of purchase with any amount between \$10.00 and \$999.99.
13. This Gift Card can be redeemed at Participating Stores with EFTPOS facilities. Participating Stores without EFTPOS facilities are unable to accept this Gift Card.
14. This 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. AMP Capital Shopping Centres may, in its sole and absolute discretion, cancel a Gift Card or block any transaction that attempts to do so.
15. Gift Cards cannot be returned for a refund or have any balances consolidated to a new Gift Card.
16. This Gift Card is partially redeemable for purchases from Participating Stores. It is the responsibility of the customer to use the full value before the Gift Card's expiry date. Cash will not be given for any unused balance.
17. This Gift Card cannot be reloaded. No further value may be added to it.
18. This Gift Card cannot be redeemed at any time when Participating Store's EFTPOS system is offline for any reason.
19. A customer can check their balance by phoning 0800 493 470 or by visiting www.ampscsgiftcards.co.nz
20. Any unused balance after expiry of a Gift Card will not be refunded or credited and all transactions will be declined.
21. Purchases exceeding the Gift Card's available balance require the difference to be paid by other method(s).
22. Each of the Participating Stores' returns policies applies when returning goods purchased with an AMP Capital Shopping Centres Gift Card.
23. AMP Capital 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 Participating Store.
24. To the extent permitted by law, a customer is liable for all transactions on the Gift Card.
25. No variations of these Gift Card Terms and Conditions of Use bind us unless they have been approved by AMP Capital Shopping Centres or are required by law.
26. To the extent permitted by law, AMP Capital 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. To the extent permitted by law, AMP Capital Shopping Centre's liability is limited to replacing faulty Gift Cards.
27. 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.
28. AMP Capital Shopping Centres may cancel any Gift Card or the Gift Card scheme for any reason at any time without notice.

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