

**AMP Capital Shopping Centres Pty Limited**  
**Gift Cards Terms & Conditions of Online Purchase**

1. By placing an order for purchase of Gift Cards via this Website ("Order") you are agreeing to the terms and conditions set out below.
2. You may place an Order by following the instructions on the Website ([www.ampscsgiftcards.co.nz](http://www.ampscsgiftcards.co.nz)). Your Order will be submitted by completing payment details and indicating your acceptance by clicking the "Finish" button. Orders will be deemed to have been received by AMP Capital Shopping Centres Pty Limited (AMP Capital Shopping Centres) at the time AMP Capital Shopping Centres sends an Order Confirmation to your nominated e-mail address.
3. Each Order (once accepted) represents a separate Agreement incorporating the terms of that Order.
4. A maximum of 4 Gift Cards, each with a maximum value of \$999.99 will be accepted per transaction on this Website.
5. A \$1.50 Service Fee per card applies. Orders can be collected in-Centre at no additional cost. If delivery is requested, a \$5.50 Express Post charge will apply.
6. AMP Capital Shopping Centres reserves the right to cancel any Order without notice for any reason.
7. In the event of a cancelled Order, any payments processed by AMP Capital Shopping Centres will be promptly refunded.
8. Customers who wish to cancel an Order should call 0800 493 470.
9. You acknowledge that the Internet can be an unstable and, sometimes, insecure marketplace. At times the Website may not be available, or Orders may not be processed or may not be accepted for reasons beyond our control. In these circumstances AMP Capital Shopping Centres accepts no responsibility. AMP Capital Shopping Centres does not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us, including your credit card details, is transmitted at your own risk and AMP Capital Shopping Centres is not responsible while such information is in transit.
10. Payment for online orders is to be made by Visa or MasterCard only. You may provide your nominated credit card details during the purchase process described on the Website.
11. Once you click on "Finish", AMP Capital Shopping Centres will process payment for your Order, plus any delivery charges and Service Fees as itemised on the final screen where you indicate your acceptance of this contract (Total Amount), using your nominated credit card (Visa or MasterCard) and a payment gateway.
12. You authorise AMP Capital Shopping Centres to debit the Total Amount from your nominated credit card.
13. If your nominated credit card is declined by your financial institution, your Order will not proceed. You will be notified of this during your transaction.
14. AMP Capital Shopping Centres may decide at any time not to accept payment from you by credit card for any reason. If we decline to accept payment, we will not process the Order and may not contact you to inform you that your Order will not be, or has not been, processed.
15. All deliveries of Gift Cards purchased online will be made via Parcel Post. Any issues regarding delivery of Gift Cards ordered via [www.ampscsgiftcards.co.nz](http://www.ampscsgiftcards.co.nz) should be referred to AMP Capital Shopping Centres directly, via the centre the Gift Cards were ordered from.
16. AMP Capital Shopping Centres will not be liable to you or anyone else for any losses suffered or incurred due to delay in delivery.
17. Subject to payment, property and risk in the Gift Cards passes to you upon dispatch of the Gift Cards to your nominated delivery address.
18. Gift Cards become subject to the Gift Card Terms and Conditions of Use upon activation. These terms and conditions are set out in full below, and are available at [www.ampscsgiftcards.co.nz](http://www.ampscsgiftcards.co.nz) and at Customer Service Desks or Centre Management in participating AMP Capital Shopping Centres shopping centres in New Zealand.
19. Participating AMP Capital Shopping Centres are:
  - Auckland - Botany Town Centre;
  - Christchurch – The Palms Shopping Centre; and
  - Bay of Plenty – Bayfair Shopping Centre.
1. These Terms and Conditions 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.

# AMP Capital Shopping Centres Pty Limited

## Gift Cards Terms & Conditions of Use

1. These Terms and Conditions 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, of 50 Bridge St Sydney, NSW 2000 ("AMP Capital Shopping Centres").
2. Customers should treat this Gift Card like cash. Defaced, mutilated, altered, lost or stolen Gift Cards will not be replaced, refunded or redeemed.
3. This Gift Card is redeemable for merchandise or services at participating stores at participating AMP Capital Shopping Centres in New Zealand. Participating AMP Capital Shopping Centres are:
  - Auckland - Botany Town Centre;
  - Christchurch – The Palms Shopping Centre; and
  - Bay of Plenty – Bayfair Shopping Centre.
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. This Gift Card is not redeemable for cash and cannot be used for the payment of credit or retailer accounts.
6. 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.
7. This Gift Card is valid for twelve months from the date of issue. This Gift Card must be redeemed before the expiry date shown on the Gift Card. The Gift Card will be void and may not be redeemed after the expiry date.
8. This Gift Card cannot be reloaded. No further value may be added to it.
9. This Gift Card cannot be redeemed at any time when participating retailer's EFTPOS system is offline for any reason.
10. Any unused balance expiry will not be refunded or credited.
11. Purchases exceeding the Gift Card's available balance require the difference to be paid by other method/s.
12. Gift Cards can be credited with any amount between \$10.00 and \$999.99.
13. Each of the participating retailer's return policy applies when returning goods purchased with an AMP Capital Shopping Centres Gift Card.
14. The customer is liable for all transactions on the Gift Card except to the extent to which there has been fraud or negligence by AMP Capital Shopping Centres or any of its employees.
15. No variations of these Terms and Conditions of Use bind us unless they have been approved and signed by AMP Capital Shopping Centres. Changes to the Terms and Conditions of Use will be available at the Customer Service Desk or Centre Management, at [www.ampscsgiftcards.co.nz](http://www.ampscsgiftcards.co.nz) or on the Centre's website.
16. Visit the Customer Service Desk or Centre Management if you have any reason to believe that an error has occurred in relation to your Gift Card.
17. A customer can check their balance by phoning 0800 493 470 or by logging on to the Centre's website and clicking on the Gift Card link.
18. Purchase or use of this Gift Card constitutes your acceptance of these Terms and Conditions.
19. 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:
  - 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;
  - 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;
  - for reasonable operational, administrative, compliance or corporate governance reasons, or to prevent the occurrence of fraud or other unlawful, unethical or unacceptable conduct; or
  - where AMP Capital Shopping Centres, acting reasonably, considers that it will not cause detriment to the customer.

20. AMP Capital Shopping Centres 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 AMP Capital Shopping 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.
21. These Terms and Conditions 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 YOUR GIFT CARD, CALL 0800 493 470.