

Queensgate

SHOPPING CENTRE

QUEENSGATE GIFT CARD

TERMS & CONDITIONS

1. **ACCEPTANCE** – By purchasing or using the Queensgate Gift Card (“Gift Card”) you agree to these terms and conditions. Stride Investment Management Limited as manager of the Queensgate Shopping Centre may in our complete discretion, refuse to sell Gift Cards to any person at any time for any reason. If you allow another person to use or take possession of your Gift Card, you must inform that person that they will be bound by these terms and conditions. The Gift Card is non-refundable, cannot be redeemed for cash, nor can it be used to purchase another Queensgate Shopping Centre Gift Card.
2. Use of Gift Cards is subject to these terms and conditions. A copy of these terms and conditions are available at queensgate.co.nz and at the Queensgate Customer Services Desk.
3. Gift Cards are issued by Equity Trustees Limited as trustee of Diversified NZ Property Trust (“we” or “us”) and are redeemable for merchandise or services sold at any participating retailer at Queensgate Shopping Centre.
4. At the time of your purchase of a Gift Card you must nominate the value you wish to load on to the Gift Card for any amount between \$10 and \$995. You are responsible for checking that the value loaded onto your Gift Card is correct at the time of purchase. We cannot sell more than \$4,999 of gift cards to any individual, company or other legal entity within any 3 month period.

GIFT CARD EXPIRY

5. Check the expiry date on your Gift Card as soon as you receive it. This will be 3 years from the date of purchase.
6. You should use all of the value of the Gift Card before the expiry date. No refunds will be provided for the monetary value on the Gift Card. Any unused value at the date of expiry will not be refunded to the Gift Card holder or the original purchaser of the Gift Card or transferred to

another Queensgate Gift Card and will become our property.

7. After the Gift Card has expired, it is no longer valid. All transactions will be declined after the expiry date.
8. Gift Cards will be void and will not be redeemable if they are defaced, mutilated, altered or tampered with in any way.

REDEEMING GIFT CARDS

9. The bearer of the Gift Card may use the Gift Card to make purchases of goods and/or services at participating stores at the Queensgate Shopping Centre in New Zealand. Purchaser with a Gift Card is as if the purchase was made by way of cash payment. To find out where you can use your Gift Card visit the Customer Service Desk in the Queensgate Shopping Centre or visit queensgate.co.nz and click on the store name to confirm individual store acceptance of the Queensgate Gift Card. The participating stores at the Queensgate Shopping Centre may vary from time to time. The Gift Card may not be used for any other purpose. The Gift Card cannot be used for purchasing products from participating stores online.
10. The Gift Card cannot be exchanged, refunded or redeemed for cash.
11. When prompted at the retailer’s point of purchase, the bearer of the Gift Card should enter Credit and then enter. For some retailers, a pin and/or signature may be required.
12. Any remaining credit on a Gift Card cannot be refunded. The Gift Card can be used until no credit is remaining, either for full or part payment of goods and services purchased. Products may be purchased by “combined payment” e.g. buying products and paying half with the Gift Card and half with credit, debit or EFTPOS card, or cash at the discretion of the participating retailer.
13. If a Gift Card is used either in whole or in part to make a purchase from a retailer, then we are obliged to make payment to that retailer equal to the value of the payment the bearer used the Gift Card for (as long as there was sufficient unused value on the Gift Card to make either full or part payment for the purchase). We retain any interest earned on monies held by us in relation to the Gift Card.
14. Gift Cards are not legal tender, account cards, credit, charge or debit cards or securities.
15. Gift Cards are not re-loadable. This means additional credit (money) cannot be added to the Gift Card. A new Gift Card must be purchased.
16. Redemption of Gift Cards is dependent upon a

number of third party arrangements, including the availability of a retailer's EFTPOS or other point of sales systems, and other service providers. These systems may not be available at all times, and this may mean that you are not able to redeem a Gift Card when these systems are unavailable. We are not responsible for these systems, and will not be liable for any loss or damage caused by these systems being unavailable.

LOST, STOLEN OR FAULTY GIFT CARDS

17. Gift Cards should be treated like cash. Your Gift Card should be kept securely, as any person holding the Gift Card may be able to use it to make purchases.
18. We recommend you keep a secure record of your Gift Card number (located on the back of the Card) and the date on which your Gift Card expires, retain the original receipt, and always remember to retain your Gift Card after using it. For the avoidance of doubt, the "original receipt" is the receipt we provide upon purchase of the Gift Card and is not the EFTPOS terminal receipt.
19. If your Gift Card is lost or stolen, you should immediately call **04 922 3509** or speak to a member of the Customer Service team at the Queensgate Customer Service Desk to report the loss. If requested by you, we will take reasonable steps to cancel any Gift Card reported lost or stolen after being notified of that fact. You will need to provide the original receipt as well as recent transaction history. We will not be liable to replace or reimburse you for any funds on lost or stolen Gift Cards that have been used for unauthorised transactions.
20. If the Gift Card is, or becomes, faulty, damaged or has been lost or stolen, you may obtain a replacement Gift Card by visiting the Customer Service desk at Queensgate Shopping Centre or calling 04 922 3509. Replacements will only be made upon presentation of the original Gift Card purchase receipt and with Centre Management approval. A replacement Gift Card form is required to be completed. The replacement Gift Card will be of the same value as the unused amount remaining at the time of replacement. A \$5.00 fee may be charged for the processing of the replacement Gift Card and will be deducted from the Gift Card balance. Gift Cards will not be replaced after the expiry date.
21. We are not a party to any purchase contract using the Gift Card and are not liable for and make no warranty regarding the availability, quality or fitness for purpose of any goods or services purchased with the Gift Card. If you have a dispute relating to any goods or services purchased using a Gift Card, you

must resolve the dispute with the store where such goods or services were purchased.

22. If you wish to return any goods to the store where you purchased them with your Gift Card it is not possible for funds to be reimbursed to the Gift Card. The store will need to provide a refund or store credit subject to the terms and conditions under which the original purchase was made at the store.
23. If you think there has been an erroneous transaction involving your Gift Card (for example where an incorrect amount has been deducted from the value of the Gift Card), you should contact the store manager where the erroneous transaction was made.
24. If you think there has been an unauthorised transaction involving your Gift Card, call **04 922 3509** or visit the Queensgate Customer Service Desk.

PAYMENT FOR GIFT CARDS PURCHASED

25. Payment for the purchase of a Gift Card can be made by any credit, charge, debit card or such other payment type which we may decide to accept from time to time (in our discretion). We reserve the right to charge to you an additional surcharge, imposed by card companies and banks, for certain payment types. When paying by credit, charge card, debit card or other nominated account you authorise us to debit the Order Total from your nominated account.

COMPLAINTS

26. If you are not satisfied with the Gift Card services provided by us you should advise us of your complaint at any Queensgate Customer Service Desk, by calling **04 922 3509** or by providing details online at queensgate.co.nz
If your complaint is not resolved at the first point of contact, it will be referred to our internal dispute resolution process.

GIFT CARD BALANCE AND TRANSACTION HISTORY

27. You can check the balance and expiry date of your Gift Card online at queensgate.co.nz or at the Queensgate Customer Service Desk.
28. We reserve the right to cancel any Gift Card, or the Gift Card scheme, for any reason at any time without notice. In these circumstances we may either provide a refund or replacement Gift Card of equivalent value unless we reasonably suspect that fraudulent activity has occurred in relation to a Gift Card.

OWNERSHIP OF THE GIFT CARD

29. The Gift Card remains our property. The Gift

Card may not be copied or reproduced in any circumstances.

30. You cannot on sell your Gift Card or assign any of your rights or obligations under these terms and conditions. We may assign any of our rights and obligations under these terms and conditions to any other person or business, subject to such party assuming our obligations under these terms and conditions.

PERSONAL INFORMATION

31. In accordance with the provisions of the Privacy Act 2020, we may collect personal information from you. We may use any of your details gained from the ordering or purchasing processes, as well as information from how you use your Gift Card and what you buy in the participating stores. Details of the privacy policy applicable to the collection of personal information from you during the course of your purchase or use of the Gift Cards, including how we may treat your personal information, can be found at queensgate.co.nz or a copy can be obtained at the Queensgate Customer Service Desk.

DELIVERY, RISK & TITLE TO GOODS

32. Where we arrange delivery of Gift Cards this will be through the services of a third party. Any issues regarding delivery of Gift Cards should be referred to the Queensgate Customer Service Desk directly. We will aim to deliver the Gift Cards within 3-4 Business Days from receipt of the order. All deliveries must be signed for and if no person is available to sign for the delivery, details of how the Gift Card(s) may be subsequently delivered will be left at the recipient's address. We will not be liable to you or anyone else for any losses suffered or incurred by you due to any delay in delivery of the Gift Card. Subject to

payment, property and risk in greeting cards, envelopes and the monetary value on the Gift Card(s) itself passes to you upon dispatch of the goods to your nominated delivery address. No refunds will be provided by us for the monetary value on the Gift Card.

CHANGES IN THE CONDITIONS

33. We may vary these terms and conditions from time to time. Any changes made to these terms and conditions will be notified to you at least 30 days prior to any change taking effect. A copy of the latest version of these terms and conditions is available from queensgate.co.nz or at the Queensgate Customer Service Desk.

GENERAL

34. Nothing in these terms and conditions is intended to exclude, restrict or modify your rights under the Consumer Guarantees Act 1993.
35. To the extent permitted by law, our liability is limited to replacing faulty Gift Cards. We will not be liable to you for breach of these terms and conditions or any consequential loss or damage, including but not limited to, any liability in connection with any goods or services purchased by the redemption of your Gift Card.
36. These terms and conditions are governed by New Zealand law.