

Metcash Gift Card Program

Terms and Conditions

The Metcash Gift Card Program is operated by Metcash Trading Ltd ACN 000 031 569 ("**Metcash**"). These Terms and Conditions apply to all Gift Cards issued by Metcash.

In these Terms and Conditions:

- "**Gift Card**" means a gift card issued by us that you have purchased or received, including: IGA Gift Card and IGA Charity Card.
- "**Gift Card Program**" means the program operated by Metcash for the issue and redemption of Gift Cards, to which these Terms and Conditions apply;
- "**you**" and "**your**" refer to a Gift Card purchaser or recipient.
- "**We**", "**our**" and "**us**" refer to Metcash.
- "**Participating Stores**" means participating SupalGA, IGA, IGA X-press and IGA+liquor stores in Australia. Participation of individual stores may vary.
- "**Website**" means the IGA website at www.iga.net.au.

Introduction

1. These Terms and Conditions set out the terms of use of each Gift Card.
2. You should read these Terms and Conditions carefully.
3. If you are giving the Gift Card to another person, you should let them know these Terms and Conditions apply and ensure they know the date the Gift Card expires.

Agreeing to these Terms and Conditions

4. You agree to be bound by these Terms and Conditions by purchasing, making any transaction using, or exercising or attempting to exercise any right to redeem, a Gift Card.

Purchasing Gift Cards

5. Gift Cards can be purchased at any Participating Store in Australia.
6. A minimum purchase value of \$30 and a maximum value of \$400 can be loaded on each Gift Card (**Initial Value**). We may change in our discretion the minimum and maximum amounts that can be loaded on newly purchased Gift Cards. If we decide to do this, we will publish details on the Website.
7. There may be a short delay between when you purchase the Gift Card and its activation. During the period of delay, the Gift Card cannot be used to make purchases.

Use of and validity of Gift Cards

8. Gift Cards may only be used to purchase goods and services at Participating Stores. The Participating Stores that accept Gift Cards may change from time to time.
9. You must treat each Gift Card like cash. You are responsible for the safety of the Gift Card and lost or stolen gift cards will not be replaced or refunded.
10. Each Gift Card is valid for 12 months from the date of purchase of the Gift Card. Upon expiry of the 12 month validity period, the Gift Card may no longer be used, and any Remaining Value will be retained by us for the purposes of administration and promotion of the Gift Card Program.
11. To use the Gift Card, you must present the Gift Card to the sales assistant/operator at the service desk/checkout at the Participating Store where purchasing goods or services. The sales assistant/operator will enter the value of the goods or services you wish to purchase in the EFTPOS terminal, swipe the Gift Card, and enter the 4-digit access pin number (**PIN**) which is located under the scratch panel on the back of the Gift Card. A Gift Card transaction will only be successfully completed where the transaction is shown as being approved in the EFTPOS terminal.
12. Following a successful transaction, the remaining value of the Gift Card (if any) will be that proportion of the Initial Value of the Gift Card which is unspent immediately prior to the transaction, less the value of the goods and services the subject of the transaction (**Remaining Value**).
13. The Remaining Value may be used in whole or in part for future purchases at Participating Stores in accordance with these Terms and Conditions. No change will be given in respect of any transaction.
14. You acknowledge and agree that the Initial Value of the Gift Card will be reduced by the value of all purchases of goods and services that are purchased using the Gift Card at Participating Stores, whether or not made by you.
15. When you undertake a transaction using the Gift Card you are:
 - a. confirming that the transaction correctly represents the purchase price of the goods and services obtained; and
 - b. agreeing to pay the purchase price of that transaction by the reduction of the value of the Gift Card by a corresponding amount.
16. You may check the Initial Value and Remaining Value, expiry date and transaction history by contacting the IGA Service Desk or online at www.iga.net.au. You will be required to provide the 17-digit number that appears on the back of the Gift Card and the PIN prior to accessing the Gift Card balance, expiry date and transaction details.
17. The Gift Card cannot be used to obtain any cash advance and is not redeemable for cash or purchase of another Gift Card.
18. The Gift Card cannot be used to pay in-store accounts or finance agreements.
19. IGA Charity Cards may not be used for the purchase of tobacco, alcohol, gaming, restricted publication and related products.
20. The Gift Card may only be used to make purchases at Participating Stores for a total value up to the Initial Value. If the total purchase price of goods or services you wish to purchase exceeds the Initial Value or Remaining Value of the Gift Card, the Participating Store will accept the Gift Card as a method of payment only if you are able to pay the balance of the purchase price by other methods of payment.

21. Other than as may be expressly provided for in these Terms and Conditions, the Gift Card may not be cancelled or exchanged for any other type of IGA gift card or credit note.
22. Goods or services that are purchased using the Gift Card may be exchanged or returned in accordance with the Participating Stores' exchange and returns policy. In the event that returned goods or services that have been purchased using the Gift Card qualify for a refund, you must provide to the Participating Store the original purchase docket and Gift Card. The Participating Store will then swipe the Gift Card through its EFTPOS terminal, enter the amount of the refund and the four digit PIN number under the scratch panel on the back of the Gift Card. Once the transaction has been approved, the Remaining Value of the Gift Card will be increased by the amount of the refund. A refund cannot be processed to a Gift Card where it results in the Gift Card Remaining Value exceeding the Initial Value of the Gift Card. In the event that you are unable to produce the Gift Card for the purposes of processing a refund in accordance with this clause, then the Participating Store may in its discretion:
 - a. replace the goods or services; or
 - b. provide you with a voucher or replacement Gift Card for the equivalent value.
23. Complaints about goods or services purchased with the Gift Card must be resolved with the Participating Store where the relevant goods or services were purchased.
24. If you consider that an error has occurred in relation to a Gift Card transaction, you must notify the IGA Service Desk.

Changes to and discontinuance of the Metcash Gift Card Program

25. We may change these Terms and Conditions at any time upon 60 days' notice, in the following circumstances:
 - a. to add or remove categories of Participating Stores;
 - b. to add or remove categories of Gift Card;
 - c. to add or remove goods or services which may be purchased with Gift Cards;
 - d. for administrative or operational reasons, or to prevent the occurrence of fraud or other unlawful, damaging or unacceptable conduct;
 - e. to comply with any applicable law or regulation, or binding judgment, order, standard or determination of any court, tribunal or government or quasi-government agency or body; or
 - f. where Metcash reasonably considers the change will not be to the material detriment of existing valid Gift Card purchasers or recipients.Notice of changes to these Terms and Conditions will be made available on the Website.
26. We may discontinue or terminate these Terms and Conditions and the Gift Card Program at any time upon 90 days' notice. Notice of such discontinuance or termination will be made available on the Website. Gift Cards issued as at the date of discontinuance or termination may continue to be redeemed in accordance with these Terms and Conditions until their expiry date notwithstanding such discontinuance or termination.

Liability

27. Except as required by consumer protection laws, to the extent permitted by law:
 - a. we exclude all statutory or implied conditions, warranties and indemnities;
 - b. our total liability to you arising under or in connection with these Terms and Conditions, the Gift Card Program and in relation to any condition, warranty or indemnity which cannot legally be excluded, is limited to at our option:
 - i. in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, or the payment of the cost of replacing the goods, acquiring equivalent goods, or having the goods repaired; or
 - ii. in the case of services, supplying of the services again or the payment of the cost of having the services supplied again.
 - c. subject to sub-clause 27.b, we will not be liable for any direct, indirect, incidental, special or consequential loss or damages (including but not limited to loss of profit, opportunity, expectation, goodwill, data, content, revenue, pure economic loss and loss or damage to hardware or equipment).
28. We are not responsible for any failures or interruptions in the provision of EFTPOS facilities and Gift Card transaction functionality at any Metcash Store. We do not guarantee that any particular Metcash store will participate in the Gift Card Program and accept Gift Cards.

Privacy

29. We have a Privacy Policy which is available at the website (www.iga.net.au), which applies to the extent we may collect or handle any personal information in connection with the Gift Card Program.

Applicable Law

30. These Terms and Conditions are to be construed in accordance with the laws of New South Wales and are subject to the exclusive jurisdiction of the Courts of New South Wales.