

# Kmart New Zealand Gift Card Terms of Use

The New Zealand Gift Card Terms of Use apply to Kmart New Zealand Gift Cards issued by Coles Group Limited.

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## Definitions

**"Access PIN"** means the 4-digit Access PIN printed on the back of the Gift Card;

**"Card Number"** means the 17-digit number that appears on the back of your Gift Card;

**"Gift Card"** means the Gift Card that you have purchased or received

**"Remaining Card Value"** means, at any time, that portion of the initial value loaded onto your Gift Card which is unspent and can be accessed by using the Gift Card in accordance with these Terms of Use;

A reference to **"we"** or **"us"** is a reference to [Kmart New Zealand];

A reference to **"you"** or **"your"** is a reference to the person who is in possession of the Gift Card at the relevant time for the purposes of these Terms of Use, or who authorises another person to do something with or to the Gift Card on their behalf.

## 1. Introduction

This document contains the full set of terms of use governing your use of the Gift Card.

We recommend that you read this document carefully before using the Gift Card. If you have any questions or would like more information about your Gift Card, please call 0508 456 278 or visit the website [kmart.co.nz](http://kmart.co.nz).

## 2. Accepting the Gift Card and agreeing to these Terms of Use

By purchasing, redeeming or attempting to redeem a Gift Card, you:

- a. accept and agree to be bound by these Terms of Use; and
- b. acknowledge that you have read and understood our Privacy and Security Notice (available at <http://www.kmart.co.nz/about/privacypolicy/>)

## 3. Gift Card Inclusions & Exclusions

### 3.1 Inclusions

Kmart Gift Card redeemable at Kmart New Zealand stores only.

### 3.2 Exclusions

#### General exclusions

Bill payments, including Service ATM, DEFT, credit card accounts, store accounts and Rentsmart

## 4. Transactions made with the Gift Card

### 4.1 How and where you can use the Gift Card

Kmart Gift Card Gift Card may only be used at Kmart New Zealand only.

Kmart New Zealand will accept the Gift Card in accordance with these Terms of Use and any applicable law. You acknowledge that the Gift Card may not be used:

- a. to pay a store or credit account (e.g. a Coles Group Card or a Coles Group Source MasterCard account);
- b. to purchase goods or services that a retailer is not permitted to supply to you (for example, a retailer cannot by law sell alcohol to you if you are under 18 years of age);
- c. to make purchases from certain sub-lets or licensees operating within a retailer's premises. (confirm if this is relevant)
- d. for purchases over the Internet or by email, phone or fax.

### 4.2. How to load the Gift Card at stores

Present the card to the point of sale operator. Check that the card has not been removed from the cardboard carrier and the scratch panel on the back of the card has not been tampered with or removed. If it has been tampered with or removed, give the card to the operator to be destroyed and select a new one. Nominate the value you wish to be loaded on the card. A minimum of \$5.00 and a maximum of \$500.00 can be loaded on each card. Pay for your Gift Card with the tender of your

choice (other than a Gift Card). The transaction will be completed when the card is activated through our point of sale system.

Gift Cards cannot be reloaded.

Note: there may be a delay with the Gift Card activating in the system once loaded. During this delay, the Gift Card cannot be used for purchases or transaction enquiries.

### **4.3. Purchases with your Gift Card**

Select goods in your participating store with a Gift Card and take them to the point of sale operator. The operator will instruct you to swipe your card in the pin pad, and then enter the Access PIN into the pin pad. The transaction will be completed when the balance has reduced on your Gift Card. No change will be given: any remaining balance on the card can only be used in whole or part against future purchases.

You agree that we can reduce the Remaining Card Value by the value of all purchases of goods and services that are authorised by you. Transactions are authorised by you by:

- a. swiping your Gift Card and entering your Access PIN, or allowing an operator or other person to do so, at an electronic point of sale terminal at a participating retailer; or
- b. giving a participating retailer details of the Gift Card and authorising the transaction in some other way approved by that retailer.

When you authorise a transaction:

- a. you are confirming that the transaction correctly represents the purchase price of the goods or services obtained; and
- b. you are agreeing to pay the amount of that transaction by the reduction of the Remaining Card Value.

### **4.4. Purchases exceeding the Gift Card value**

Your Gift Card may only be used to make purchases up to the Remaining Card Value. If you wish to make a purchase for an amount that exceeds the Remaining Card Value, you must pay the excess using another payment method.

### **4.5. No cash advances**

You cannot obtain any cash advance with your Gift Card or redeem your Gift Card for cash.

### **4.6. Validity and expiry of Gift Cards**

Your Gift Card will be valid for use for two years from the date of issue (or as otherwise extended by us). Any balance that remains on a Gift Card will not be available for use after the card's expiry date.

To check the expiry date of your Gift Card, see in-store at the service desk, call 0508 456 278 or visit [kmart.co.nz](http://kmart.co.nz).

### **4.7. Re-issue of faulty or damaged Gift Cards**

Re-issue of faulty or damaged Gift Cards is not available unless the Gift Cards are proven to be faulty or damaged as a result of the production process or otherwise due to the fault of Kmart New Zealand.

#### **4.8. Destruction of Gift Card with no value**

Once the Remaining Card Value is completely used, destroy your card by cutting it in half diagonally. Your Gift Card cannot be reloaded.

#### **4.9. Lost or stolen Gift Cards**

Treat your Gift Card like cash. Lost or stolen cards will not be replaced or refunded.

#### **4.10. Checking your Gift Card balance and transaction history**

You can check your card balance, expiry date and transaction history at any time in-store at the service desk, or by calling 0508 456 278 or visiting [kmart.co.nz](http://kmart.co.nz). For balance enquiries by phone or online, you will be required to enter both the Card Number and Access PIN on your Gift Card prior to getting access to the card information.

#### **4.11. Can I collect FlyBuys points when I purchase or use a Gift Card?**

When you purchase a Gift Card, you will not collect FlyBuys points. However, FlyBuys points (and any applicable bonus points) can be collected on redemption of your Gift Card at Kmart New Zealand.

#### **4.12. Can I exchange my Gift Card?**

You cannot exchange your Gift Card for a different brand, denomination or type of Gift Card or for another tender, cash or discount. This includes Myer Returns Card.

### **5. Your Gift Card, your responsibility**

You are responsible for the use and safety of your Gift Card. You are liable for all transactions on your Gift Card, except to the extent to which there has been fraud or negligence by us or by any of our employees.

### **6. Changes to Terms of Use**

We reserve the right to change any of the terms contained in these Terms of Use at any time where the change is required:

- a. To add or remove goods or services which may be purchased with the Gift Card;
- b. For infrastructural, systems, administrative or operational reasons or to prevent the occurrence of fraud or other unlawful or unacceptable conduct;
- c. To comply with any contract, law, regulation or statute or order or judgment of any court, tribunal or other body having competent jurisdiction; or
- d. Where we, acting reasonably, consider that it will not be to your detriment.

Changes to these Terms of Use will be available at [kmart.co.nz](http://kmart.co.nz) or by contacting 0508 456 278.

### **7. Privacy and confidentiality**

Our [Privacy and Security Notice](#) explains how we handle the personal information that we may collect from you with respect to Gift Cards. If you do not have a copy and are unable to access the notice online (at <http://www.kmart.co.nz/about/privacypolicy/> ), please call 0508 456 278 for a copy.

It is important that you carefully read and understand the Privacy and Security Notice.

## **8. Errors and complaints**

### **8.1. Gift Cards**

If you have reason to believe that an error has occurred in relation to your Gift Card, you should call 0508 456 278.

### **8.2. Goods or services**

Any complaints about goods or services purchased with a Gift Card must be resolved directly with the store concerned.

## **9. Force majeure**

To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Terms of Use, for failure to observe or perform any of our obligations under these Terms 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.

## **10. Applicable law**

These Terms of Use are to be construed and enforced in accordance with the laws of New Zealand.