

GIFT CARD TERMS AND CONDITIONS

1. TERMS AND CONDITIONS

a. Application of Terms of Conditions

These Terms and Conditions apply to the Gift Cards issued and accepted, by the Colliers Real Estate managed property, Ormiston Town Centre.

The Gift Card remains the property of Ormiston Town Centre. It cannot be copied or reproduced in any circumstances.

b. Acceptance of Terms and Conditions

In purchasing and/or using a Ormiston Town Centre Gift Card, you accept these Terms and Conditions.

Any other person who uses or takes possession of your Gift Card will also be bound by these Terms and Conditions. If the Gift Card was given to you as a gift, these Terms and Conditions apply and bind you, and any use by you of the Gift Card signifies acceptance of these Terms and Conditions by you.

c. Changes to Terms and Conditions

These Terms and Conditions may change from time to time and by uploading the amended Terms and Conditions to the Ormiston Town Centre website. The changes shall be applicable from the date the amended Terms and Conditions are uploaded.

2. PURCHASING GIFT CARDS

Gift cards are issued by Ormiston Town Centre and are redeemable for goods or services sold at any participating retailer at Ormiston Town Centre (**Participating Retailers**). View the Ormiston Town Centre list of Participating Retailers here. ([click here.](#))

3. LOADING GIFT CARDS

Each Gift Card can be loaded with any amount between \$10 and \$999. Each Gift Card can only be loaded at the time of purchase. Additional credit cannot be added to the Gift Card, and you cannot consolidate multiple Gift Cards.

If you purchase multiple Gift Cards, the maximum total amount you can load on all those Gift Cards per day is \$999. For example, if you purchase three Gift Cards in a day, the total value loaded on the three Gift Cards must not exceed \$999.

4. USING GIFT CARDS

a. Making a purchase with your Gift Card

Gift Cards are exclusive to Ormiston Town Centre and may be used in store at any Participating Retailers for their goods and services. They cannot be used for purchasing products online at any stores. Third party operators cannot accept Gift Cards. ATM machines and Banks are not Participating Retailers.

b. Expiry of Gift Cards

Gift Cards are valid for 24 months from the date of purchase, at which time they will expire, and all remaining unused Gift Card balance will be forfeited.

c. No cash advances

Gift Cards are not legal tender, account cards, credit or debit cards, however, they are to be treated as cash.

d. No refunds or transfers

Gift Card balances cannot be refunded or transferred to another Gift Card (except in accordance with these Terms and Conditions), redeemed for cash, nor will change be given.

e. Lost, Stolen or Damaged Gift Cards

Gift Cards must be kept in a safe place as lost or stolen Gift Cards will not be replaced.

Gift Cards are deemed void and not redeemable if they are defaced, altered or tampered with in any way and will not be replaced or reissued. Do not interfere with the magnetic strip or barcode on your Gift Card.

Participating Retailers reserve the right not to accept payment or part payment of any item, where they reasonably suspect the Gift Card may have been stolen or obtained in any other illegal way.

f. Cancellation of Gift Cards

Ormiston Town Centre may cancel any Gift Card, or the Gift Card programme, for any reason, at any time and without notice. Should this occur, a refund or replacement with an alternative Gift Card will be issued with the existing Gift Card balance to the holder on presentation of their existing Gift Card.

g. Disputes over goods or services purchased using a Gift Card

Ormiston Town Centre is not liable for the availability, quality or fitness for purpose of any goods or services purchased with the Gift Card. Any disputes over goods or services purchased using a Gift Card must be resolved directly with the Participating Retailer from

where they were purchased. Any disputes or errors in a transaction involving your Gift Card must be addressed to the Participating Retailer where the error was made to rectify the error.

Reimbursed funds from returned goods cannot be returned onto your Gift Card. The Participating Retailer is responsible for providing a refund or store credit for goods or services, subject to their Terms and Conditions under which the original purchase was made and their obligations under the Consumer Guarantees Act 1993.

5. GENERAL

a. Liability

To the extent permitted by law, Ormiston Town Centre will not be liable to you for any costs, expenses, losses and damages you suffer whether direct, indirect, special or consequential loss or damage that may arise because of a breach of these Terms and Conditions, including but not limited to, any liability in connection with any goods or services purchased by the redemption of your Gift Card.

b. Privacy

Any personal information obtained for the purposes of setting up your Gift Card shall be subject to Ormiston Town Centre Privacy Policy. Please [click here](#) to view Privacy Policy.