

## **Terms and conditions of use of the Chartwell gift voucher**

1. The purchase or use of a Chartwell Shopping Centre Gift Voucher constitutes your acceptance of these terms and conditions. Any other person who uses your Gift Voucher will also be bound by these terms and conditions. These terms and conditions are governed by New Zealand law.
2. These terms and conditions may be amended from time to time by uploading the revised terms and conditions to the website at [www.Chartwellshoppingcentre.co.nz](http://www.Chartwellshoppingcentre.co.nz) (Website) or at the Management Office located in the Chartwell Shopping Centre. The changes shall be applicable from the date they are uploaded to the Website or available at the Management Office.
3. Chartwell Shopping Centre Gift Vouchers are exclusive to the Chartwell Shopping Centre and may be used at any participating retailers with the exception of Countdown, Event Cinemas and temporary kiosks operated by third parties. The participating retailers may vary from time to time.
4. Gift Vouchers can be loaded with a minimum value of \$10 and a maximum value of \$1000.
5. The bearer of a Gift Voucher may not consolidate the balances of several Gift Vouchers onto a new Gift Voucher.
6. Gift Vouchers are not legal tender, account cards, credit or debit cards or securities.

## **Gift voucher expiry date**

7. Your Gift Voucher will expire 12 months from the date of purchase. Any unused balance as at the expiry date will be forfeited and cannot be refunded to the Gift Voucher holder or original purchaser of the Gift Voucher or transferred to another Gift Voucher.

## **Redeeming a gift voucher**

8. You may not redeem Gift Vouchers for cash.
9. Gift Vouchers are non-transferable and non-refundable.
10. Participating retailers may reserve the right to refuse to accept a Gift Voucher in payment or part payment of any item, where they reasonably suspect the voucher may have been stolen or obtained in any other illegal way.

## **Lost, stolen or faulty gift vouchers**

11. Please treat your Gift Voucher like cash. Keep your Gift Voucher in a safe place. Chartwell Shopping Centre will not replace lost or stolen Gift Vouchers.
12. Chartwell Shopping Centre and/or Stride Investment Management Limited as manager of the centre (SIML) is not liable to replace or reimburse you for any funds on lost or stolen Gift Vouchers that have been used for unauthorised transactions.
13. Gift Vouchers will be void and not redeemable if they are defaced, altered or tampered with in any way and will not be replaced or reissued.

## **Returning items purchased using a gift voucher**

11. If you wish to return any goods purchased using your Gift Voucher, you must return them to the store where such goods were purchased. It is not possible to reimburse funds to your Gift Voucher. The retailer from where you originally purchased the goods may provide a refund or store credit for goods or services, subject to the terms and conditions under which the original purchase was made, and your rights and the participating retailer's obligations under the Consumer Guarantees Act 1993.

## **Cancellation**

12. Chartwell Shopping Centre and/or SIML may cancel any Gift Voucher, or the Gift Voucher programme, for any reason, at any time and without notice. If a Gift Voucher is cancelled for reasons other than a breach of these terms and conditions or any applicable law, Chartwell Shopping Centre and/or SIML may refund or replace it with an alternative Gift Voucher.

## **Online purchases**

13. The Gift Voucher cannot be used for purchasing products online from participating retailers.

## **Liability**

14. Chartwell Shopping Centre and/or SIML is not liable for the availability, quality or fitness for purpose of any goods or services purchased with the Gift Voucher. If you have a dispute about goods or services you have purchased using a Gift Voucher you must resolve the dispute with the participating retailer from where you purchased the goods or services.
15. To the extent permitted by law, Chartwell Shopping Centre and/or SIML will not be liable to you for any consequential loss or damage that may arise as a result 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 Voucher.

## **General**

16. The Gift Voucher remains the property of Chartwell Shopping Centre. The Gift Voucher may not be copied or reproduced in any circumstances