

1. Introduction

These Terms and Conditions of Use apply to all Gift Cards issued by LEGOLAND® Discovery Centre Retail Store from 12th February 2018

YOUR PURCHASE, REDEMPTION OR ATTEMPTED REDEMPTION OF A GIFT CARD CONSTITUTES YOUR ACCEPTANCE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE (SEE PARAGRAPH 8).

This document contains the full set of terms and conditions governing your use of the Gift Card. We recommend that you read this document carefully before using the Gift Card. If you have any complaints, questions or would like more information about your Gift Card, please contact Melbourne@legolanddiscoverycentre.com.

Expiry: LEGOLAND® Discovery Gift Cards expire three years after the date of issue located on the rear of the gift card.

1. Gift Card Redemption & Exclusions

1.1 Redemption

Except for the exclusions listed in paragraph 1.2 (Exclusions) below, once loaded with value your Gift Card may be redeemed for purchases in the retail store at LEGOLAND® Discovery Centre Chadstone, only.

1.2 Exclusions

The following are the exclusions applicable to the redemption of your Gift Card:

- a. Gift Cards cannot be used to purchase Annual Passes or entry into the LEGOLAND® Discovery Centre attraction
- b. Gift Cards cannot be used to purchase items from the café inside the attraction.
- c. Gift Cards cannot be used to purchase other gift cards.

2. How to load value onto your Gift Card

Gift cards can only be purchased in store at the LEGOLAND® Discovery Centre Chadstone retail store.

Gift Cards are requested from customer service team at the cash desk.

Nominate the value you wish to be loaded on the Gift Card. A minimum of \$25.00 and a maximum of \$1000.00 can be loaded on each Gift Card.

Pay for your Gift Card value with the tender of your choice (other than a Gift Card). The transaction will be completed when the Gift Card is activated and loaded with nominated value.

3. Using your Gift Card

3.1 Making a purchase

Present your Gift Card at the cash desk at LEGOLAND® Discover Centre Chadstone retail store with the merchandise that you wish to purchase. Our staff member will swipe your Gift Card. The transaction will be completed when the balance has reduced on your Gift Card.

No change will be given for any Remaining Gift Card Value. The Remaining Gift Card Value may be used in whole or part against future purchases until the Gift Card expires.

You agree that we can reduce the Remaining Gift Card Value by the value of all purchases of goods and services that are authorised by you. Transactions are authorised by you by presenting your Gift Card for payment.

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 gift card value.

3.2 Purchases exceeding the Remaining Gift Card Value

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

3.3 Exchanging items purchased with a Gift Card

Goods that are purchased solely or in part with a Gift Card may be exchanged or returned subject to LEGOLAND® Discovery Centre's exchange and returns policy.

Our exchange and returns policy includes the right to refuse exchange or refund for change of mind or if the product has been opened or is not in a resalable condition.

Refunds will be processed back onto the gift card. No cash will be refunded if purchased on a gift card.

3.4 Issue with goods or services purchased with a Gift Card

If you have an issue with any goods or services that you purchased with a Gift Card you should contact the LEGOLAND® Discovery Centre store where the purchase was made.

3.5 No cash advances

Gift Cards are not legal tender, account cards, credit or debit cards or securities. You cannot obtain any cash advance with your Gift Card, redeem your Gift Card for cash or receive any portion of the Remaining Gift Card Value in cash.

3.6 Checking your Gift Card balance, expiry date and transaction history

All balance enquiries and transaction history must be conducted at cash sales desk. This must be done in person at the retail store.

A transaction history is available upon request.

3.7 Can I exchange my Gift Card?

You cannot exchange your Gift Card for a different denomination, currency or for another tender, cash or discount.

3.8 Can I purchase a gift card using a gift card?

Gift Cards cannot be used to purchase another gift card

3.9 Destruction of Gift Card with no value

All Gift Cards remain the property of LEGOLAND® Discovery Centre. If the Remaining Gift Card Value is zero your Gift Card can be reloaded at any point up to its expiry. Our point of sale operator may destroy your expended Gift Card or you should destroy it by cutting it in half.

4. Expiry, cancellation and re-issue of Gift Cards

4.1 Expiry of Gift Cards

LEGOLAND® Discovery Centre retail shop Gift Cards will be valid for use for three years from the date of issue after such time it will be invalid. You should use all of the Remaining Gift Card Value before the expiry date.

4.3 Cancellation and voiding of Gift Cards

- a. Gift Cards cannot be cancelled once they are issued except if voided by LEGOLAND® Discovery Centre, if their value is used or if they expire.
- b. We reserve the right to void any Gift Card that appears to have been defaced, mutilated, altered or tampered with in any way.
- c. We reserve the right to cancel any Gift Card, or the Gift Card program, for any reason at any time without notice. In such instances (except those set out in paragraph b) we will elect to provide a refund or a replacement Gift Card.
- d. We reserve the right to correct the balance of your Gift Card if we believe that a clerical or accounting error has occurred.

4.4 Re-issue of faulty or damaged Gift Cards

A re-issue of faulty or damaged Gift Cards is not available unless the fault or damage to the Gift Card is proven to be a result of the production process or otherwise due to the fault of us or our agents or contractors.

5. Lost or stolen Gift Cards

Treat your Gift Card like cash. Lost or stolen Gift Cards will not be replaced or refunded. The bearer of the Gift Card will be taken to be the owner of the Gift Card.

6. 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, and the records thereof.

You are responsible for keeping track of your purchases. A balance enquiry is available in store for your records

7. Changes to Terms and Conditions of Use

We reserve the right to change any of the terms contained in these Terms and Conditions of Use at any time where the change is required for any reason and agree to provide you with at least 30 days' notice of such changes. We will give you notice by posting the changes on the LEGOLAND Discovery Centre website retail page. If you write to LEGOLAND® Discovery Centre within the notice period and do not accept the changes we may cancel your Gift Card and refund any Remaining Gift Card Value to you..

10. Limitation of liability

You have certain rights under the Australian consumer legislation which cannot be excluded and are not affected by these terms and conditions. Except for those statutory rights, any conditions implied by any other laws are excluded from these Terms and Conditions of use. To the maximum extent permitted by law, we will not be liable to you for any loss or damage (whether direct, indirect or consequential) howsoever caused, nor will we be in default under these Terms and Conditions of Use, for failure to observe or perform any of our obligations under these Terms of Use for any reason or cause except if caused by our gross negligence. To the extent permitted by law, if we are liable to you, our maximum aggregate liability to you is limited to the Remaining Gift Card Value on your Gift Card.

11. Applicable law

These Terms and Conditions of Use are to be construed and enforced in accordance with the laws of Victoria, Australia. Any dispute in connection with a Gift Card is exclusively subject to the jurisdiction of the courts of Victoria, Australia (including the Federal Court of Australia, Victoria Registry).