## Auckland Zoo Gift Card Terms & Conditions

The following terms and conditions ("Terms") apply where you use, purchase or contribute to a Auckland Zoo ("Gift Card").

Gift Cards can be used on-site at Auckland Zoo, and are subject to the terms and conditions applicable to the sale of the relevant goods or service.

By using or purchasing a Gift Card, you agree to these Terms.

If you allow another person to use or take possession of your Gift Card, that person is also bound by these Terms.

Auckland Zoo Gift Cards are issued by Auckland Zoo and are redeemable for general admissions or annual pass membership, merchandise, food and beverage products, experiences or services sold at Auckland Zoo. Here is a list of our participating centres on-site where gift-cards can be redeemed at Auckland Zoo: Ticketing windows, The Zoo Shop and memberships counter, The Information Centre and all Café venues on-site.

Gift Cards may not be used for any other purpose. Purchase with a Gift Card is as if the purchase was made by way of cash payment. Gift Cards are non-refundable (except as described in these Terms) and may not be redeemed for cash. Gift Cards are not legal tender, account cards, credit or debit cards or financial products. No interest will be payable to you on the value loaded onto your Gift Card.

A single Gift Card is pre-paid and can be loaded with a minimum value of NZ\$10 and a maximum value of NZ\$500. The Gift Card cannot be reloaded.

Gift Cards can be purchased onsite at the following places:

- Ticketing windows
- The Zoo Shop
- Memberships counter in the Shop
- The Zoo Information Centre

Gift Card credit will expire 24 months from issue date. After expiry, the Gift Card is no longer valid. All transactions will be declined, and any outstanding balance will be forfeited to Auckland Unlimited. Find out the expiry date on your Gift Card and check your balance here.

Gift Cards should be held in a secure place, as any person holding the Gift Card may be able to use it to make purchases.

Lost or stolen Gift Cards will not be replaced. Any unused balance left on expiry will not be





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Gift Cards will be void and will not be redeemable if they are damaged, defaced, mutilated, altered, or tampered with, in any way. Lost or stolen Gift Cards will not be replaced. Any unused balance left on expiry will not be refunded.

Auckland Zoo, is not a party to any purchase contract using the Gift Card and are not liable for, and make no warranty regarding the availability, quality or fitness for purpose of any goods or services purchased with the Gift Card. If you have a dispute about the goods or services, you must resolve the dispute with the retailer where you purchased them.

If you wish to return goods to the retailer you purchased them from with your Gift Card, it is not possible to reimburse funds to the Gift Card. The retailer will advise you of your options in accordance with the terms and conditions under which the original purchase was made at the store. Standard Auckland Zoo <u>return and refund policies</u> apply.

The bearer of a Gift Card may not consolidate the balances of several Gift Cards onto a new Gift Card.

Auckland Zoo and Auckland Unlimited reserves the right to cancel any Gift Card, or the Gift Card programme, for any reason at any time. If we cancel the Gift Card programme, we will first post a notice on the website and in local newspapers and provide at least 180 days' notice of the cancellation. We reserve the right to cancel any Gift Card, or the Gift Card programme without notice if we are required to do so by law. In each case, the unused balance on all valid Gift Cards will be refunded to the holder on presentation of the Gift Card.

Auckland Zoo may vary these Terms from time to time by posting revised Terms on our website. Any variation will take effect 14 days after posting to the website.

If in the event that any variation to these Terms materially increases your obligations or has a material adverse impact on your ability to access and spend the unused value your Gift Card, we will provide you with 90 days' notice on our website. If you already have a Gift Card and you are unhappy with the change to the Terms, then the Gift Card balance will be refunded upon request as long as you make that request prior to the expiry of the Gift Card. This will not apply where the reason for making the change is to enable us to comply with law.

Your Gift Card may not be copied or reproduced under any circumstances.

You must not on-sell your Gift Card. If you have been given the Gift Card, you can use the card in accordance with these Terms, and your use of the card indicates your acceptance of these Terms. As the user of the card, you cannot assign any of your rights and obligations under these Terms. If you have stolen the card or have purchased the card from someone other than Auckland Zoo or divisions owned or managed by Auckland Unlimited, you are not entitled to the benefit of the card or these Terms, and we have no responsibility to you.





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We can assign any of our rights and obligations under these Terms to any other person or business, subject to that person or business assuming our obligations under these Terms. We will notify you via the Website, including providing an effective date, if this ever occurs.

Standard Auckland Zoo Terms and Conditions of entry apply.

#### **Privacy**

Details on what information we collect and how we use it, is set out in our privacy policy, which is available <a href="here">here</a>. By providing us with information about you or any other person, you must be authorised to provide such information and you agree to our privacy policy.

We do not collect any credit card information in the purchase of gift cards. This information is collected and used by Payment Express.

#### Consumer law and our liability

Except for your rights under consumer law (as described below) Auckland Zoo and Auckland Unlimited's liability to you in connection with your card will be limited to the unused value on your card.

Nothing in these conditions is intended to limit or replace any of our obligations or your rights under relevant consumer law including the FairTrading Act 1986, the Consumer Guarantees Act 1993 and the Privacy Act 2020. Your rights of redress under the Consumer Guarantees Act 1993 apply if we have not complied with our obligations under that Act, for example, the guarantee that the Gift Card is fit for purpose. Under the Consumer Guarantees Act 1993 we may be liable for any loss or damage resulting from the failure to comply so long as the loss or damage was reasonably foreseeable.

If you have any complaints about the Gift Card or believe we are not meeting our obligations under Consumer Law, we encourage you to contact us. You can find out more about your rights here.

If at any time part of these Terms is found to be illegal, invalid, or otherwise un-enforceable, then this will not affect the legality, validity or enforceability of the rest of these Terms. We can also change these Terms to fix the problem, by posting the changes to the Website, in which case the changes will take effect 14 days after posting.



