

Part A: Gift Card Terms and Conditions

Port Adelaide Plaza Gift Card Terms and Conditions

These Terms were last updated 8 October 2026.

1 General

1.1 About these Terms

These terms and conditions (**Terms**) apply to the digital gift card (**Card**) available for use at the shopping centre specified in the **Schedule (Centre)**. The Card is issued by the entity specified in the Schedule (**we, us** or **our**), as the issuer of the Card for the Centre. We are responsible to you for the value stored on the Card in accordance with these Terms.

The Card program is managed and operated by PrezzyPay Pty Ltd ACN 684 663 518 (**PrezzyPay**), which processes Card payments and holds the card funds for the program. The Card is sold and delivered by Prezzy Pty Limited ACN 602 963 422 through Prezzy's digital channels, and your purchase of a Card is also subject to Prezzy's terms of sale, available on Prezzy's website. Payments using the Card are processed through the UnionPay card scheme. The Card can only be used at Participating Retailers, and cannot be used at other merchants that accept UnionPay cards. In the rest of these Terms, **Prezzy** refers to Prezzy Pty Limited and PrezzyPay together, or to whichever of them performs the relevant function.

These Terms are an agreement between you and us in respect of each Card you hold, and are formed when you purchase, activate or first use a Card. Prezzy is not a party to these Terms.

UnionPay International Co., Ltd. operates the card scheme through which Card payments are processed. It is not the issuer of the Card, and it has no responsibility or liability to you in connection with the Card or the Card program.

1.2 Agreeing to these Terms

By purchasing, activating, or using a Card (or permitting another person to do so), you (**you** or **your**) agree to these Terms. If you are purchasing a Card as a gift, you should make these Terms available to the recipient. If you do not agree to these Terms, do not purchase, activate or use a Card.

1.3 Changes to these Terms

- (a) We may update these Terms from time to time, for example to reflect changes in law, the Card Scheme Rules, the Participating Retailers or how the Card program operates. The current version of these Terms will be published at the Website.
- (b) Except where required by law or the Card Scheme Rules, a change to these Terms will not materially reduce your rights in respect of a Card that has already been issued to you, including the value loaded on the Card and its expiry date.

2 The Card

2.1 Nature of the Card

- (a) The Card is a digital stored-value gift card that can be used to purchase goods and services from Participating Retailers at the Centre, up to the available balance on the Card.
- (b) The Card is a gift product. It is not legal tender, an account card, or a credit, debit or charge card, is not linked to a deposit or other account, and is not a component of any other financial product.
- (c) The Card may be used on more than one occasion until the balance is exhausted or the Card expires.

2.2 Purchasing a Card

- (a) Cards may be purchased through Prezzy's digital channels, as specified in the Schedule.
- (b) The value of a Card is set at the time it is issued. The minimum Card value is \$25 and the maximum Card value is \$1,000.
- (c) The maximum total value of Cards that a single customer may purchase in a single day is \$4,999.
- (d) An order for a Card may be declined, or a Card that has been issued may be cancelled, by us or on our behalf (including by Prezzy), where payment for the Card has not been received, the Card was issued as a result of an error (including a pricing error), or the order or the Card is reasonably suspected to be fraudulent, and where doing so is reasonably necessary to protect legitimate interests or to protect against legal or regulatory risk. If a Card is cancelled and no part of its balance has been used, the amount paid for the Card will be refunded.

2.3 Card value

- (a) The balance of a Card cannot be increased, reloaded or topped up after the Card is issued, except where an amount is restored to the Card because of the reversal of a payment made using the Card or the correction of an error.
- (b) The Card cannot be redeemed, exchanged or withdrawn for cash, and no part of the balance can be paid to you as cash (except where required by law). If you use the Card for a purchase of less than the available balance, the remaining balance stays on the Card and no change is given in cash.
- (c) No refund will be provided for the unused balance of a Card, except where required by law (including the Australian Consumer Law) or as set out in these Terms.

2.4 Fees

You pay the face value of the Card when you purchase it. No additional fees or charges are payable by you to us or Prezzy in connection with the issue or use of the Card.

2.5 Expiry

- (a) The Card is valid for 3 years from the date it is issued to you. The expiry date of the Card is displayed with the Card (including in any digital wallet in which the Card is stored) so that it can come to your attention when the Card is given to you and when it is used.
- (b) After the expiry date, the Card cannot be used and, to the extent permitted by law, any unused balance is forfeited.
- (c) If we donate a Card to you free of charge for promotional purposes, the Card may have a validity period of less than 3 years. The applicable expiry date will be displayed with the Card.
- (d) Where a Card is provided to you under a promotion (including a Card donated free of charge), the terms of that promotion apply in addition to these Terms and, in respect of the promotion, prevail over these Terms to the extent of any inconsistency. The promotion terms may include eligibility criteria and a deadline for claiming the Card, and a Card not claimed by that deadline may be forfeited.

3 Using the Card

3.1 Participating Retailers

- (a) The Card can only be used at retailers at the Centre who participate in the Card program (**Participating Retailers**). The Card can be used for in-store purchases only, and cannot be

used for online purchases. The current list of Participating Retailers is available at the Website.

- (b) Retailers at the Centre are not required to participate in the Card program, and a retailer's ability to participate depends on that retailer having compatible payment systems. Participating Retailers may change from time to time (including as retailers enter or leave the Centre) without notice to you. We do not guarantee that any particular retailer will accept the Card at any particular time.
- (c) If a Participating Retailer is unable to process a Card transaction, you can contact Prezzy using the support details in the **Schedule**.

3.2 **Balance and transactions**

- (a) You can check the balance and expiry date of your Card at Prezzy's website or app.
- (b) You must not make, or attempt to make, a transaction that exceeds the available balance of the Card. Whether you can pay the difference by another payment method (a split payment) depends on the Participating Retailer's payment systems.
- (c) A Participating Retailer is not permitted to apply a payment surcharge to a Card transaction. If you are charged a surcharge, contact Prezzy using the support details in the Schedule.
- (d) The balance of a Card may be adjusted to give effect to the reversal of a payment made using the Card or to correct an error.
- (e) A disputed transaction is investigated under the Card program's dispute process and may take up to 60 days to resolve. A provisional credit may be applied to the Card while a disputed transaction is investigated, and may be deducted from the Card if the dispute is rejected.

3.3 **Digital delivery and security**

- (a) The Card is provided in digital form and delivered by Prezzy on our behalf. You may be able to store the Card in a compatible digital wallet (such as Apple Wallet).
- (b) The Card is delivered to the email address or mobile number provided at the time of purchase. If you purchase a Card for another person, you are responsible for providing that person's correct contact details. If the recipient has not received the Card, they should check their spam or junk folder, or you can contact Prezzy using the support details in the **Schedule**.
- (c) If a Card is sent to an incorrect email address or mobile number, contact us as soon as possible. Where the Card has not been claimed or used, we may be able to redirect it to the correct contact details. We cannot restore any balance used before you contact us.
- (d) To use the Card, you may need to add it to a compatible digital wallet by following the process provided with the Card. In store, the Card can be used by making a contactless payment at a Participating Retailer's terminal.
- (e) You should treat the Card like cash. You are responsible for keeping the Card, and any device on which the Card is stored, secure. Anyone with access to the Card can use its balance, and you are responsible for all transactions made using the Card, whether or not authorised by you.

3.4 **Lost or stolen Cards**

- (a) If your Card is lost or stolen, or you believe it has been used without your authority, contact Prezzy as soon as possible using the support details in the Schedule.
- (b) Where we (or Prezzy) can verify your Card and its remaining balance, we may arrange for the Card to be cancelled and a replacement Card issued with the same remaining balance and the same expiry date as the original Card. We cannot restore any balance used before the Card is cancelled.

3.5 Restrictions

You must not:

- (a) use the Card for any unlawful, fraudulent or improper purpose;
- (b) use the Card for cash or cash-equivalent transactions (such as bill payments, payments to credit or store accounts, the purchase of financial products, foreign currency or gambling transactions), or seek to consolidate the balances of multiple Cards;
- (c) resell the Card, or market or promote the Card, other than as a gift product; or
- (d) use, or attempt to use, the Card other than in accordance with these Terms.

3.6 Suspension and cancellation

- (a) A Card may be suspended or cancelled, and a transaction may be blocked, by us or on our behalf (including by Prezzy), where fraud in connection with the Card or a significant breach of these Terms is reasonably suspected, and where doing so is reasonably necessary to protect legitimate interests or to protect against legal or regulatory risk. Unless fraud is reasonably suspected, the Card will be restored or its remaining balance refunded once the matter is resolved.
- (b) If the Card program is discontinued, we will give you reasonable notice. If a Card is cancelled before its expiry date for a reason other than fraud or a significant breach of these Terms, the remaining balance of the Card will be refunded to you or a replacement card of equivalent value will be provided.

4 Faults, refunds and complaints

4.1 Your consumer rights

- (a) Nothing in these Terms excludes, restricts or modifies any right or remedy you have under the Australian Consumer Law or any other law that cannot be excluded, restricted or modified, including the consumer guarantees that apply to the Card.
- (b) Goods and services you purchase from a Participating Retailer using the Card are supplied by that retailer, not by us. Any issue with those goods or services (including refunds, repairs, replacements and exchanges) is between you and that retailer, and is subject to the retailer's obligations under the Australian Consumer Law and its returns policy. Where a Participating Retailer provides a refund for a purchase made with the Card, the refund may be made to the Card.

4.2 Faulty Cards

- (a) If your Card does not work as it should, contact Prezzy using the support details in the **Schedule**. Where a Card is faulty, we will (as appropriate) replace the Card or restore the balance, and this does not limit your other rights under the Australian Consumer Law.

4.3 Complaints

- (a) If you have a complaint about the Card, contact Prezzy using the support details in the **Schedule**. Complaints will be handled in accordance with the complaints procedure for the Card program, and we will respond to you as soon as reasonably practicable.

5 Privacy

Personal information we collect in connection with the purchase and use of the Card is handled in accordance with our privacy policy and our privacy collection notice (the privacy policy and collection notice is not part of these Terms and does not create contractual rights or obligations, and it is presented with these Terms at the point of purchase and available at the Website). Prezzy also

collects and handles personal information in connection with the Card in accordance with its own privacy policy. Where Prezsee makes personal information collected from purchasers and cardholders available to us for the Card program, our privacy policy and privacy collection notice will also apply to that personal information. Under those arrangements we determine how that personal information is used and disclosed for the Card program, and Prezsee handles it to operate the Card program on our behalf in accordance with those arrangements. This may include collecting, using and monitoring information about Card purchases and transactions to administer the Card program, prevent fraud and comply with law (including anti-money laundering and counter-terrorism financing laws), and for data analytical purposes (including direct marketing). Information may also be exchanged with the Card Scheme and with digital wallet providers to the extent required to provision the Card to a digital wallet and to process Card transactions. Further detail about how personal information is handled is set out in our privacy policy and privacy collection notice (which is available at the Website).

6 Liability

6.1 Implied terms

- (a) Except as expressly set out in these Terms, and other than the consumer guarantees under the Australian Consumer Law and any other right or remedy that cannot lawfully be excluded, all conditions, warranties, guarantees and other terms implied by statute, general law or custom are excluded from these Terms to the maximum extent permitted by law.
- (b) Where any law (including the Australian Consumer Law) implies or imposes into these Terms a condition, warranty or guarantee that cannot lawfully be excluded, but liability for its breach can lawfully be limited, the liability of us and Prezsee for that breach is limited, at our option, to: in the case of goods, the replacement of the goods, the supply of equivalent goods, or the payment of the cost of replacing the goods or of acquiring equivalent goods; and in the case of services, the resupply of the services or the payment of the cost of having the services resupplied.

6.2 Exclusions of liability

- (a) To the extent permitted by law, we are not liable for any loss arising from: a Participating Retailer declining to accept the Card or being unable to process a Card transaction; the goods or services supplied by a Participating Retailer; unauthorised use of the Card before you notify us under clause 3.4; or a failure, fault or outage of a device, network or digital wallet not within our reasonable control, or any other delay or failure caused by an event beyond our reasonable control.
- (b) To the extent permitted by law, and subject to clause 6.3(b), neither we nor Prezsee is liable to you for any indirect or consequential loss, or for any loss of profits, revenue, business, opportunity, data or goodwill, arising out of or in connection with the Card or these Terms, whether that liability arises in contract, tort (including negligence), under statute or otherwise.

6.3 Cap on liability

- (a) To the extent permitted by law, and subject to clause 6.3(b), the total aggregate liability of us and Prezsee to you arising out of or in connection with the Card or these Terms, however arising, whether in contract, tort (including negligence), under statute or otherwise, is limited to the greater of the amount paid for the Card and the balance of the Card at the time the event giving rise to the liability occurred, and that liability may be discharged by replacing the Card or restoring its balance.
- (b) Clauses 6.2(b) and 6.3(a) do not apply to, and nothing in these Terms excludes or limits: liability that cannot be excluded or limited by law (including under the Australian Consumer Law); liability for death or personal injury caused by our negligence; or liability arising from fraud or wilful misconduct.
- (c) Any liability that we or Prezsee have to you under or in connection with these Terms is reduced to the extent that any act or omission by you caused or contributed to the relevant loss.

7 Other matters

7.1 Governing law

These Terms are governed by the laws of [the State or Territory specified in the Schedule Australia and you and we submit to the non-exclusive jurisdiction of the courts operating there.

7.2 Severability

If part of these Terms is void or unenforceable, that part is severed and the rest of these Terms continues in force.

7.3 Assignment

We may assign or novate our rights and obligations under these Terms to a related body corporate or to a purchaser of the Centre, provided the assignee agrees to honour Cards already issued on these Terms. You may give a Card to another person as a gift, but you must not otherwise assign your rights under these Terms. If you give a Card to another person, your rights under these Terms in respect of that Card are taken to be assigned to that person.

7.4 Tax

You are responsible for any tax liability arising from your receipt, redemption or use of a Card, including a Card received as a gift or under a promotion.

8 Definitions and interpretation

8.1 Definitions

In these Terms:

Australian Consumer Law means Schedule 2 to the Competition and Consumer Act 2010 (Cth);

Card has the meaning in clause 1.1, and includes any replacement card issued under these Terms;

Card Scheme means the UnionPay card scheme operated by UnionPay International Co., Ltd.;

Card Scheme Rules means the rules of the Card Scheme that apply to the Card program, as amended from time to time;

Centre means the shopping centre specified in the Schedule;

PrezzeePay means PrezzeePay Pty Ltd ACN 684 663 518, the manager and operator of the Card program;

Participating Retailer has the meaning in clause 3.1(a);

Prezzee means Prezzee Pty Limited ACN 602 963 422 and PrezzeePay Pty Ltd ACN 684 663 518;

Schedule means the schedule to these Terms;

Terms means these terms and conditions, including the Schedule;

we, us and **our** mean the entity specified in the Schedule, being the issuer of the Card; and

Website means the website specified in the Schedule.

8.2 Interpretation

- (a) In these Terms, unless the contrary intention appears: the singular includes the plural and vice versa; a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of it; a reference to money is to Australian dollars; and headings are for convenience only and do not affect interpretation.

- (b) The words include, including, such as, for example and similar expressions are not words of limitation.

Schedule – Centre details

We/us (the entity you contract with)	Port Adelaide Plaza Pty Limited ACN 055 420 490
Centre	Port Adelaide Plaza
Website (Terms, Participating Retailer list and privacy policy)	https://www.portadelaideplaza.com.au/gift-cards/ https://www.portadelaideplaza.com.au/gift-cards/gift-card-participating-retailers/
Purchase channel	The Prezzy store at prezzy.com.au/en-au/au/store https://prezzy.com.au/en-au/au/store/port-adelaide-plaza-card
Support details	Prezzy Help Centre at https://prezzy.com.au/en-au/contact
Governing law	South Australia

Part B: Privacy Collection Notice

This notice is provided for your information under the Privacy Act 1988 (Cth). It is not part of the Gift Card Terms and Conditions in Part A and does not form part of any contract between you and us.

1. The entity specified in the Schedule as the issuer of the Card (we, us, our), a member of the Precision Group of Companies, collects your personal information in connection with the Card. You can contact our Privacy Officer by email at PrivacyMatters@precision.com.au or by post at Precision Group of Companies, Level 25, 9 Castlereagh Street, Sydney NSW 2000.
2. We collect your personal information:
 - a. from Prezzee Pty Limited and PrezzeePay Pty Ltd (together, Prezzee), which sell, deliver and support the Card and operate the Card program. Prezzee collects your personal information under its own privacy policy when you purchase a Card through its website or app and when you receive, register, redeem or use a Card or contact the Card support service. We collect that information (including information about the Cards issued for the Centre and Card transactions) from Prezzee where Prezzee makes it available to us for the Card program;
 - b. directly from you, for example when you contact us, enter a competition or promotion run by us, or provide your details through our website or in centre; and
 - c. from a person who purchases a Card for you.
3. We use your personal information to issue, deliver and manage the Card, to administer competitions, promotions and events involving the Card, to detect and prevent fraud, to comply with law and the Card Scheme Rules, and to operate our business. With your consent (for example, where you tick the marketing consent box when you purchase or redeem a Card), we may also send you marketing communications about the Centre, its retailers, events and offers; you can opt out at any time using the unsubscribe function in any message we send you or by contacting our Privacy Officer. If we do not collect your personal information, we (and Prezzee on our behalf) may be unable to issue, deliver or replace a Card, process Card transactions or respond to your enquiry.
4. We may disclose your personal information to Prezzee; to the Card Scheme and to digital wallet providers where you add the Card to a digital wallet; to Participating Retailers to the extent necessary to process or resolve a Card transaction; and to our related entities and service providers described in our Privacy Policy. Some of those recipients are located outside Australia, including in New Zealand, the Philippines, the United States of America, Europe and China. By purchasing, receiving, redeeming or using a Card, you consent to those overseas disclosures and acknowledge that Australian Privacy Principle 8.1 will not apply to them and that overseas recipients may not be subject to the Privacy Act 1988 (Cth).
5. Our Privacy Policy, available at www.precision.com.au/privacy-policy, explains how you can access and correct your personal information and how to make a complaint. By purchasing, receiving, redeeming or using a Card, you acknowledge that you have read this notice and consent to your personal information being collected, used and disclosed as described in it and in our Privacy Policy (other than for direct marketing, which requires your separate consent under paragraph 3). If you purchase a Card for another person, you confirm that you are authorised to provide their personal information to us and that you will make them aware of this notice.