

1. INFORMATION ON WHO WE ARE AND THIS AGREEMENT

- 1.1. These terms and conditions apply to gift cards issued by EML Payments Europe Limited (Company Number 05852181), a company with a registered address at Brindleyplace, 4th Floor, Birmingham, England, B1 2LP (“**EML**”) for use in the shopping centre in which it was purchased (“**Distributor**”) (“**Gift Card**”).
- 1.2. In this agreement, “we”, “us” or “our” refers to EML and the Distributor, unless otherwise stated. “You” or “your” refers to the individual purchasing or using the Gift Card in question.
- 1.3. This document sets out an agreement between you and us governing the possession and use of your Gift Card. This agreement will last for a period of twelve months, starting on the date that the Gift Card was purchased. This agreement and all communications between you and us shall be in the English language.
- 1.4. By purchasing or using a Gift Card you are indicating to us that you agree to all of the terms and conditions in this agreement. It is the responsibility of the purchaser to inform the intended cardholder that usage of the Gift Card is subject to these terms and conditions.

2. OUR GIFT CARD PRODUCTS

- 2.1. We cannot guarantee that a particular retailer will accept our Gift Cards; please check with retailers before attempting to carry out a transaction.
- 2.2. Our Gift Cards do not fall under the scope of the payment services or electronic money regulation. The purchase of a Gift Card is the purchase of a means of payment; it does not constitute a deposit. You will not earn interest on the balance of a Gift Card.
- 2.3. The Gift Card and its balance are valid for a period of twelve months from the date of purchase (or the date on which we accept payment for your order in the case of Gift Cards purchased on the Internet). Your Gift Card will cease to be valid twelve months from the date of purchase. On that date, the Gift Card will cease to function and you will no longer be entitled to use it.
- 2.4. If the Gift Card was purchased via an electronic point of sale, the maximum value that may be loaded onto the Gift Card is:

Max Load Limit (GBP £) 1,000

- 2.5. The Gift Card will be activated at the point of sale and the monies will typically be available for use within one hour of purchase.
- 2.6. If the Gift Card was purchased via a card dispensing kiosk or a mobile point of sale, the upper load limit may differ depending on the nature of the Gift Card programme in question. The Gift Card will be activated at the point of sale and the monies will typically be available for use within one hour of purchase.
- 2.7. If your Gift Card was purchased over the internet, typically the maximum value that may be loaded onto the Gift Card is:

Max Load Limit (GBP £) 1,000

though the upper load limit may differ depending on the nature of the Gift Card programme in question.

- 2.8. Gift Cards purchased online will require activation upon receipt. You can activate the Gift Card by contacting Customer Services in accordance with section 15 below or by visiting www.emlretail.com/balance and the monies will typically be available for use within one hour of activation.
- 2.9. Additional funds cannot be loaded onto your Gift Card after initial purchase, except in the case where a retailer refunds a transaction onto the Gift Card. Refunds usually take several days to reach your Gift Card.
- 2.10. In limited circumstances, multiple Gift Card balances can be consolidated on to a single Gift Card. To find out whether or not this service is available for your Gift Cards, please contact Customer Services in accordance with section 15 below. Combining multiple Gift Card balances is subject to an administration fee which is outlined in section 6 below.

3. CLICK AND COLLECT CODES

- 3.1. A click and collect code is an alphanumeric code which, when provided to appropriate customer service staff within a participating shopping centre, can be exchanged in return for a Gift Card.
- 3.2. A click and collect code is valid for a period of twelve months from the date of purchase. If a click and collect code is not exchanged in return for a Gift Card within twelve months of the date of purchase the click and collect code will cease to function and you will no longer be entitled to use it. We refer to the date on which a click and collect code expires as the expiry date. At the expiry date, the monetary balance associated with the click and collect code will be forfeited. We therefore encourage you to exchange your click and collect code for a Gift Card prior to its expiry date.
- 3.3. In the event that you exchange one or more click and collect codes, the associated Gift Cards shall be:
 - 3.3.1. activated at the time of exchange; and
 - 3.3.2. valid for a period of twelve months from the date of activation.
- 3.4. A click and collect code may only be exchanged in return for a Gift Card within the participating shopping centre specified by the purchaser.
- 3.5. A click and collect code is not permitted to be exchanged in return for cash, credit, foreign currency or any other monetary instrument.
- 3.6. The original purchaser of a click and collect code is entitled to a fourteen day cooling off period. If You wish to cancel your unused click and collect code please contact customer services in accordance with section 15 below.
- 3.7. Any funds returned to the original purchaser under section 3.6 will be refunded in the same form as they were received. For example, if the original purchaser elected to pay for the click and collect code using a debit or credit card, the funds will be refunded to the same debit or credit card.

4. IDENTIFICATION REQUIREMENTS

- 4.1. We may ask for personal information and evidence of your identity before we issue a Gift Card to you. We do so to combat fraud, money laundering and other financial crime. We also use this information to identify you and your Gift Card in the event that it is lost or stolen. We only keep this information for as long as necessary and for the purposes described.

- 4.2. If you fail to provide us with the requested evidence of identity, or if at our sole discretion we are not satisfied with the evidence you have presented to us, we reserve the right not to issue a Gift Card to you. Our decision shall be final and we shall not be obliged to provide a reason for refusing to issue a Gift Card to you.
- 4.3. In the event that you elect to purchase a Gift Card online, we may carry out electronic identification checks to verify your identity.

5. DATA PROTECTION

We are committed to ensuring that all of the personal information we hold is secured, protected and used responsibly at all times. Information (which may include any personal information you have provided to us) may be disclosed to third parties about the Gift Card, or transactions made with the Gift Card, where required by law, to operate the Gift Card and process transactions, to prevent financial crime, to provide you with services you request and if necessary to notify you of any service changes. Disclosure may also be made to countries outside the European Economic Area ("EEA"). For further information relating to data protection matters, please refer to our privacy policy which can be found at www.emlpayments.com/privacy/ and our Distributor's privacy policy on the website of the Distributor.

6. FEES AND CHARGES

The table below outlines the fees and charges which apply to the purchase and use of Gift Cards:

Administration Fee Description	Fee Value (GBP £)
For the manual work involved in reinstating an expired Gift Card.	£9.95
For the cost of a new Gift Card and the manual work involved in replacing a lost, stolen or damaged Gift Card.	£5.95
For the cost of consolidating the balance of two or more Gift Cards.	£1.00 for the consolidation of two Gift Card balances; and £0.20 for each subsequent Gift Card balance consolidated

Note that Our Gift Card balance consolidation service is only available in limited circumstances - please see section 2.10 above for further information.

Depending on the nature of your enquiry it may be possible to have the applicable fee deducted directly from your Gift Card balance. Alternatively, you may elect to make payment for an applicable fee separately.

7. HOW TO USE YOUR GIFT CARD

- 7.1. Prior to use, where space has been provided, the Gift Card must be signed on the reverse by the person who will be using it.
- 7.2. We will be entitled to assume that a transaction was authorised by you where:

- 7.2.1. the magnetic stripe on the Gift Card was swiped by the retailer;
 - 7.2.2. there is a signed sales slip;
 - 7.2.3. the correct PIN is entered at the point of sale (where applicable); or
 - 7.2.4. where relevant information is supplied to the retailer which allows the transaction to be processed.
- 7.3. Normally, we will receive notification of your authorisation by way of an electronic message in line with the rules and procedures of the payment scheme network.
- 7.4. Once we have received your instruction to proceed with the transaction, the transaction can not be stopped or revoked. Please refer to section 14 of this agreement for more information. we will deduct the value of the transaction from the remaining balance of the Gift Card. The retailer or service provider that has accepted your card for payment will normally receive payment within five working days.
- 7.5. The Gift Card may be used in full or part payment for purchases. In the case of part payment, the person using the Gift Card will be required to pay the outstanding amount of the purchase by alternative means, for example, cash or debit or credit card.

8. RESTRICTIONS ON USE OF GIFT CARDS

- 8.1. You must not attempt to use your Gift Card at non-participating retailers;
- 8.2. A Gift Card:
- 8.2.1. may not be topped up after use;
 - 8.2.2. cannot be used to withdraw cash via ATMs, banks or other institutions;
 - 8.2.3. is not permitted to be used for the purposes of purchasing foreign currency;
 - 8.2.4. is not permitted to be used for the purpose of purchasing Our Gift Cards; and
 - 8.2.5. is not permitted to be used for mail order, telephone, internet or other non – face – to – face transactions.
- 8.3. A Gift Card is not:
- 8.3.1. linked to a bank account;
 - 8.3.2. a cheque guarantee card;
 - 8.3.3. a charge card; or
 - 8.3.4. a credit card.
- 8.4. A Gift Card balance does not attract interest.
- 8.5. A Gift Card is neither permitted nor suitable to be used for the purposes of identification.
- 8.6. A Gift Card may not be used for preauthorised regular payments, for gambling, or for any illegal purposes.
- 8.7. We may restrict use of your Gift Card if:
- 8.7.1. we suspect that the Gift Card is being used for, or is in any way associated with, fraudulent or other illegal activities;
 - 8.7.2. we believe you have breached, or otherwise failed to comply with, these terms and conditions; or
 - 8.7.3. in the event of exceptional circumstances which prohibit the normal operation of the Gift Card.

9. MANAGING YOUR GIFT CARD

- 9.1. The balance available on the Gift Card will be reduced by the value of each payment that is made using the Gift Card. Where you have used the Gift Card to pay for goods or services, the value of the transaction plus any relevant fees or charges will be paid to the retailer or service provider via the payment scheme network.
- 9.2. If you attempt to make a payment for a value which exceeds the remaining balance on the Gift Card the transaction will be declined. If you know the remaining balance of your Gift Card You may be able to make a partial payment as described in section 7.5 above.
- 9.3. You may check the available balance on your Gift Card or view a statement of recent transactions by:
 - 9.3.1. visiting www.emlretail.com/balance and using the balance enquiry service;
 - 9.3.2. contacting Customer Services in accordance with section 15 below (please note that calling costs may apply; check with your telephone service provider); or
 - 9.3.3. scanning the QR code which appears on the reverse of the Gift Card, (where applicable), using your smartphone (supported on devices using Apple iOS and Android or Windows Phones). Please note that data costs may apply; check with your telephone service provider.

10. EXPIRY OF THE GIFT CARD AND YOUR RIGHT TO REDEEM

- 10.1. Your Gift Card will cease to be valid twelve months from the date upon which it was purchased; we refer to this date as your Gift Card's expiry date. On the expiry date your Gift Card will cease to function and you will no longer be entitled to use it. Any balance remaining on your Gift Card at the expiry date will be forfeited. We therefore encourage you to use the full balance of your Gift Card prior to its expiry.
- 10.2. For a period of ninety days from your Gift Card's expiry date you have the option to request that any balance which remained at the time of expiry be restored, subject to the payment of a fee as set out in Section 6 (Fees and Charges). If you do elect to request restoration and make payment of the applicable fee, your Gift Card balance will be restored and will remain valid for a period of ninety days from the date upon which you requested restoration.
- 10.3. We may ask you to provide evidence of ownership of the Gift Card before restoring the appropriate balance and we may also ask you to provide evidence of your identity.
- 10.4. If you are uncertain as to the expiry date of your Gift Card, please contact Customer Services in accordance with section 15 below.

11. CANCELLATION PERIOD AND REFUND PROCEDURE

- 11.1. If the Gift Card is purchased online, the original purchaser of the Gift Card is entitled to a fourteen day cooling off period.. If you purchased your Gift Card via the internet and you would like to request its cancellation, please contact Customer Services in accordance with Section 15 below.
- 11.2. Any funds returned to the original purchaser under section 11.1 will be refunded in the same form as they were received. For example, if the original purchaser elected to pay for the Gift Card using a debit or credit card, the funds will be refunded to the same debit or credit card.

- 11.3. If the Gift Card was purchased in the shopping centre, retail venue or card dispensing kiosk, the original purchaser may be entitled to refund within fourteen days of purchase. In these circumstances, if you are the original purchaser and you wish to cancel your Gift Card please return it to the customer service desk in the appropriate shopping centre or retail venue, unsigned and unused, together with your original sales receipt, within fourteen days of purchase.

12. KEEPING YOUR GIFT CARD AND DETAILS SAFE

You are responsible for keeping your Gift Card and the associated details safe. you must take all reasonable steps to avoid the loss, theft or misuse of the Gift Card and the associated details. Do not disclose details associated with the Gift Card to anyone except where it is absolutely necessary. For example, when carrying out a transaction or when passing the Gift Card to another individual as a gift or gesture.

13. LOST, STOLEN AND DAMAGED GIFT CARDS

- 13.1. If your Gift Card is lost, stolen or damaged we encourage you to contact Customer Services in accordance with section 15 below at the earliest reasonable opportunity. we may ask that you provide a variety of details in order to confirm that you are the authorised holder of the Gift Card. Following completion of this verification process, (if required), we will:
- 13.1.1. block your Gift Card, if you have reported it lost or stolen; or
 - 13.1.2. cancel your Gift Card if you have reported it damaged.
- 13.2. The blocking or cancellation of your Gift Card will ensure that it can no longer be used while, where possible, we make arrangements for a replacement Gift Card to be made available to you.
- 13.3. You will be held liable for the value of all transactions if we believe, or have reason to suspect that:
- 13.3.1. you have acted fraudulently;
 - 13.3.2. you intentionally, recklessly or negligently failed to keep your Gift Card or details of its security features safe; or
 - 13.3.3. an undue or unreasonable period of delay elapsed in between your Gift Card being lost or stolen and your notifying Customer Services of the loss or theft.
- 13.4. Following satisfactory completion of the verification process described in section 13.1 above we may make arrangements for a replacement Gift Card to be made available to you from the appropriate shopping centre or retail venue. In the event that we are able to make a replacement Gift Card available to you, a fee of as set out in section 6 (Fees and Charges) will apply.
- 13.5. Replacement Gift Cards are:
- 13.5.1. only available for collection up to the expiry date of the original Gift Card which has been lost, stolen or damaged;
 - 13.5.2. only available if the original Gift Card which has been lost, stolen or damaged was purchased from a shopping centre or retail venue which operates an EML electronic point of sale; and
 - 13.5.3. valid for a period of twelve months from the date that the replacement Gift Card is collected.
- 13.6. The cooling off period described in section 11.1 above does not apply to replacement Gift Cards.

14. PURCHASES FROM RETAILERS AND TRANSACTION DISPUTES

- 14.1. We are not responsible for the safety, legality, quality or any other aspect of the goods or services purchased with a Gift Card.
- 14.2. If you believe you did not authorise a particular transaction, or if you would like to raise a dispute over the goods or services purchased, you should contact Customer Services at the earliest reasonable opportunity in accordance with section 15 below. If an undue or unreasonable period of delay elapses in between the occurrence of the transaction or dispute in question and your notifying Customer Services, we may not be able to assist you.
- 14.3. In certain circumstances, a transaction will be initiated but not completed. Where this happens, this may result in the value of the transaction being deducted from the Gift Card balance and becoming unavailable for use; we refer to this as a hanging authorisation or block. In these cases, you must contact Customer Services in accordance with section 15 below and present evidence to show that the transaction has been cancelled or reversed. In the absence of sufficient evidence we retain the right to impose a waiting period of five working days prior to reinstatement of the blocked amount onto your Gift Card.

15. CUSTOMER SERVICES

- 15.1. All enquiries in connection with a Gift Card should be made to Customer Services by:
 - 15.1.1. calling 0844 77 44 277 (Calls will be charged at 5p per minute. Please be advised there may be additional access charges from your service provider);
 - 15.1.2. writing to Customer Services, EML Payments Europe Limited, 4th Floor, 11 Brindley Pl, Birmingham B1 2LP, United Kingdom; or
 - 15.1.3. contacting us online at www.emlretail.com/FAQ.
- 15.2. Customer Services are available from

Monday to Saturdays	9:00AM to 9:00PM
Sundays	10:00AM to 6:00PM

(Times are shown in Greenwich Mean Time).
- 15.3. If you wish to make a complaint in relation to your Gift Card you should, in the first instance, contact us using the details provided above. You will be asked to explain the reason for your dissatisfaction. We will log your complaint and investigate it in accordance with our Complaints Handling Procedure. Once we have investigated your complaint we will issue you with a final response in writing.

16. GIFT CARDS USING CHIP AND PIN

- 16.1. The terms and conditions contained within this section 16 apply to those Gift Cards which operate on the basis of chip and PIN.
- 16.2. If the Gift Card was purchased via an electronic point of sale, via a card dispensing kiosk or via a mobile point of sale, the associated PIN will be enclosed with the Gift Card at the point of sale.

- 16.3. If the Gift Card was purchased over the internet, the associated PIN will be enclosed with the Gift Card on delivery.
- 16.4. You are responsible for keeping your Gift Card, the associated PIN and all other relevant security details safe. You must take all reasonable steps to avoid the loss, damage, theft or misuse of the Gift Card. Do not disclose Gift Card details, the associated PIN or any relevant security details to anyone, except where this is necessary for the purpose of completing a transaction or when passing the Gift Card to another individual as a gift or gesture.
- 16.5. We will never ask you to reveal a PIN.
- 16.6. Your Gift Card will be blocked if you enter an incorrect PIN at a point of sale three times;
- 16.7. If your Gift Card is blocked as a result of incorrect PIN entry, please:
 - 16.7.1. contact Customer Services in accordance with section 15 above to request that your Gift Card be unblocked; and
 - 16.7.2. Register your Gift Card in order to gain access to Our PIN retrieval service.
- 16.8. It can take up to twenty four hours from the time a Gift Card is unblocked for the Gift Card to become ready to use again.

17. LIMITATION OF LIABILITY

- 17.1. EML will not be liable for any:
 - 17.1.1. losses which were not foreseeable at the time of the purchase of the Gift Card;
 - 17.1.2. losses which were not caused by any breach on their part, (each acting severally);
 - 17.1.3. business losses; or
 - 17.1.4. losses to non – consumers.
- 17.2. In any event, the aggregate liability of EML will be limited to the value loaded onto the Gift Card at the time of purchase.

18. CHANGES TO THESE TERMS AND CONDITIONS

- 18.1. These terms and conditions may be changed or amended at any time for legal, regulatory or security reasons or to enable the proper delivery of the Gift Card scheme. If any changes are made they will be publicised two months before the changes take effect (unless law requires us to make a more immediate change) and copies of the revised terms and conditions will be made available:
 - 18.1.1. at customer service desks in participating shopping centres and retail venues; and
 - 18.1.2. online by visiting www.emlretail.com/balance.
- 18.2. Due to the nature of Gift Card programmes, it is often difficult or impossible for us to contact each individual cardholder in the event of a change to these terms and conditions. It is therefore the responsibility of both the Gift Card purchaser and the recipient to check www.emlretail.com/balance regularly for changes to terms and conditions. We will assume that you have done so and will be entitled to assume you have accepted any changes to these terms and conditions unless you notify us otherwise

19. LAW AND COURTS

The law of England and Wales applies to these terms and conditions and the Courts of England shall deal with any legal proceedings between you and us.