

# Terms and Conditions of Use of the Gift Card

## 1. Scope of Application

- 1.1 These terms and conditions of use of this gift card (the "**Terms and Conditions**") apply to any purchaser (the "**Purchaser**") and any Cardholder (the "**Cardholder**"; the Purchaser and the Cardholder together also as "**You**") of this gift card (the "**Gift Card**"). By purchasing and/or holding the Gift Card, You are agreeing with these Terms and Conditions.
- 1.2 The Gift Card is issued by Giftify with its registered office at Giftify SA, Cantersteen 47, 1000 Brussels, Belgium, distributed to the shopping centre Frenchgate with the address St Sepulchre Gate, Doncaster DN1 1SW.
- 1.3 The Gift Card is issued and purchased only in a stated currency. The Gift Card must be purchased in the legal tender currency of the country where it is issued. (Pound Sterling). (GBP).
- 1.4 No additional funds may be added to the Gift Card after the initial purchase, except in the event that a merchant refunds a transaction on the Gift Card. These terms and conditions are available online at frenchgateshopping.giftify.me. You may request a copy of these terms and conditions at any time during the term of this contract.
- 1.5 The Gift Card is not a regulated product and is therefore not subject to the Electronic Money Regulations or the Payment Services Regulations.

## 2. Definitions

- 2.1 "Gift Card" means the product consisting of a prepaid card offered under these terms and conditions of use.
- 2.2 "Purchaser/Cardholder" refers to the contracting party that demands or acquires a Gift Card and makes use of it. The cardholder may or may not be the purchaser of the Card.
- 2.3 "Shopping centre" refers to the establishment where the Purchaser may acquire the Gift Card and in the premises of which the Gift Card can be used.
- 2.4 "Merchants" refers to the different establishments where services are provided to Gift Card holders and authorised to accept the Gift Card.
- 2.5 "Seller" refers to the party who provides the invoice or proof of payment to the Purchaser, referred to in this case to Giftify.
- 2.6 "Limited Network" means the establishments selected under Article 2.4.

## 3. Purchase and loading of the Gift Card

- 3.1 Purchase
  - 3.1.1 You can purchase the Gift Card:
    - 3.1.1.1 in the premises of the shopping centre;
    - 3.1.1.2 over the Internet; or
    - 3.1.1.3 by wire transfer payment if you are a Company (VAT registered).
- 3.2 Obligation to activate cards purchased online
  - 3.2.1 If you purchased your Gift Card over the Internet (3.1.1.2) or if you purchased it by a wire transfer payment, before using it, you must activate it within three (3) months of purchase. If the three-month activation period is not respected, the Card Holder will not be able to use their Gift Card.
    - 3.2.2 You can activate your Gift Card:
      - 3.2.2.1 at the information desk in the designated shopping centre; or
      - 3.2.2.2 on the website frenchgateshopping.giftify.me by entering
        - 3.2.2.2.1 the number of your Gift Card; and
        - 3.2.2.2.2 the order reference which will be sent to you by email.

The maximum value that can be loaded onto the Card without verification of the cardholder's identity is GBP 500. Gift Card funds will be available for use for up to twelve (12) months after loading. The maximum value that can be loaded onto the Card without verification of the cardholder's identity is GBP 500.

- 3.3 To load the Gift Card, you

- 3.3.1 may use a credit or debit card issued by a regulated financial institution,
- 3.3.2 may use the Giftify website, or
- 3.3.3 only if you are a company (VAT registered), you may use wire transfer
- 3.4 You agree to pay in the currency of the country where the gift card was issued when loading funds to your gift card.
- 3.5 We may refuse to issue or sell the Gift Card, without any justification and without the purchaser being able to claim compensation for it.

#### **4. Using the Gift Card**

- 4.1 The Gift Card may be used by the cardholder or may be given to another person (New cardholder) who received the Gift card as a gift. When handing over the Gift Card, the buyer must inform the new cardholder of these terms and conditions of use.
- 4.2 The Gift Card is intended solely for use in the participating Shopping Centre's stores and points of sale, and solely for transactions carried out in the presence of the Gift Card Holder.
- 4.3 Your balance will be reduced by the amount of each purchase you make.
- 4.3.1. If any purchase exceeds available funds or card limits, you may pay the remaining amount of the purchase with another payment method accepted by the store (credit card, cash, etc.) provided that the seller accepts a combination of payment methods.
- 4.3.2. Additional funds cannot be added to the Gift Card after purchase.
- 4.4 The Gift Card is not a debit card backed by a bank account. No interest will be generated on the funds loaded on the Gift Card.
- 4.5 You may not use your Gift Card for:
  - 4.5.1 Pre-authorized periodic payments;
  - 4.5.2 Transactions outside the Shopping Centre
  - 4.5.3 Online transactions, even on the websites of the Shopping Centre's distributors
  - 4.5.4 Cash transactions, including cash repayments, bank withdrawals, postal transfers, travellers' cheques, foreign currencies or foreign exchange transactions, or
  - 4.5.5 Any illegal purpose.
- 4.6 Your Gift Card cannot be used in situations where the Merchant/Shopping Centre is unable to obtain online authorization guaranteeing that there are sufficient funds to complete the transaction.
- 4.7 The Shopping Centre is not responsible for the quality, safety, legality or any other aspect of the goods or services purchased with the Gift Card.
- 4.8 The Gift Card may not be exchanged or resold and may not give rise to the payment of any monetary consideration.
- 4.9 You must not alter the Gift Card, or the related services provided in the context of the Gift Card usage.
- 4.10 We may stop, suspend or restrict your Gift Card for reasons related to:
  - 4.10.1. The security of your Gift Card, Gift Card number;
  - 4.10.2. Suspicion of unauthorised or fraudulent use of your Gift Card. To the extent possible, we will inform you before stopping, suspending or restricting your Gift Card. If this is not possible, we will inform you immediately thereafter. The requirement to inform you does not apply where reasonable security measures are compromised, or it is illegal to do so.

#### **5. Payment transactions**

- 5.1. The Shopping Centre is entitled to assume that a transaction is authorised by you where the Gift Card's magnetic stripe is swiped at the merchant, or where appropriate information is provided to the merchant in order to allow the transaction to be carried out.
- 5.2. A transaction cannot be cancelled once it has been transmitted to us with your authorization. Typical refusal grounds are:
  - 5.2.1. A transaction exceeds the funds available on the Gift Card; or
  - 5.2.2. If the Shopping Centre has reasonable grounds for doing so under the rules of the payment system (Visa or MasterCard) for which your Gift Card was issued; or
  - 5.2.3. If the Shopping Centre has reasonable grounds to believe that such action is necessary in order to comply with any legal obligation.
- 5.3. The Shopping Centre may not carry out transactions in the event of force majeure or technical problems attributable either to the Shopping Centre or to the Merchant.

#### **6. Transactions in foreign currency**

The Gift Card may only be used for transactions in the currency of the Card.

## **7. Checking your balance**

To check the available balance on your card or to review your transactions visit [frenchgateshopping.giftify.me](http://frenchgateshopping.giftify.me) or, depending on availability, call your shopping centre's or, go to the shopping centre's point of sale or scan the QR code.

## **8. Refund**

Your Gift Card is not subject to the regulations applicable to issuers of electronic money and therefore you are not entitled to any refund of the card balance.

## **9. Card Expiration**

- 9.1. Both your Gift Card and the balance loaded onto it will expire twelve (12) months after the Card's purchase date. On that date, the Card will cease to function and may not be used as a method of payment.
- 9.2. The expiration date is available on the website [frenchgateshopping.giftify.me](http://frenchgateshopping.giftify.me). You can also check it at the shopping centre.
- 9.3. Once your Gift Card has expired, the remaining funds cannot be used. You will not be entitled to any refund of your card balance.

## **10. Security Precautions**

- 10.1. Your Gift Card is not allowed to be used by a third party without permission;
- 10.2. Only use the Gift Card or its number to enter into (or undertake to enter into) a transaction, and,
- 10.3. If your Gift Card is lost or stolen, or if you believe that it (or its number) may have been used illegally, you must:
  - 10.3.1. Call your Shopping Centre to block the Card.
  - 10.3.2. Immediately stop using your Gift Card and its number.
- 10.4. If you find the Gift Card after reporting that it has been lost, stolen or illegally used, you must destroy it and notify your Shopping Centre as soon as possible.
- 10.5. You will be responsible for any use of your Card until you have notified your Shopping Centre.
- 10.6. If your Gift Card, or any replacement card, is lost or stolen, you may, once the loss is reported, request a replacement card from the Shopping Centre. You will be charged a fee before a replacement card is being issued. This is further explained in the summary table at the end of this document.
- 10.7. We are not responsible for:
  - 10.7.1. any abnormal or unforeseeable circumstances, for example, a failure of computer systems that occurs for reasons beyond our control, if this prevents us from providing a regular service;
  - 10.7.2. any vendor who refuses (or there is a delay in accepting by the vendor) to accept your Card or Card number, or  
In case of errors about the transactions, call your Shopping Centre.
- 10.8. If your Gift Card is not working properly, you can get a new one at the point of sale in the Shopping Centre. The remaining balance of your card will be transferred to the new Card.
- 10.9. Our liability in any event is limited to the balance on the Card.
- 10.10. The balance already used before the Gift Card is blocked cannot be refunded.
- 10.11. Any use that does not respect these terms and conditions may result in the blocking of your Gift Card.

## **11. Modification of Terms and Conditions of Use**

- 11.1. The terms and conditions of use, as well as the prices and additional charges, may be modified at any time.
- 11.2. If modified, the terms and conditions of use applicable shall be those in force on the date of purchase of the Gift Card.

## **12. Complaints and Disputes**

- 12.1. The Shopping Centre will do the best to resolve any disputes over these Terms.
- 12.2. If you wish to file a complaint or contact us for any other reason related to these terms and conditions of use, write to your shopping centre, by post..., by telephone.... or by email.....

12.3. Before initiating any contentious procedure, an amicable solution should be sought. The European Commission offers a platform for alternative dispute resolution, which you can access from the following link: <https://ec.europa.eu/consumers/odr/main/index.cfm>

### 13. Privacy

Giftify SA and the Shopping Centre undertake to take all necessary measures to protect the confidentiality of the cardholder's data. The personal information collected is processed only in a lawful manner and in compliance with the Regulation on the Protection of Individuals with regard to the Processing of Personal Data (EU Regulation 2016/679 of the European Parliament).

### 14. Cancellation rights

14.1. If you change your mind about the gift card purchase, that you made the purchase online and have not used the card, you have the option to cancel it within fourteen (14) days of the date of purchase. You will not be charged for cancelling the card during this period. We will refund the card balance to you and any fees that you have paid in regards to the purchase.

14.2. We will reimburse you in the currency the same as that of your gift card.

14.3. Should you wish to cancel your Gift Card please return it to the Customer Services Desk at the Centre, unsigned and unused with your original sales receipt within fourteen (14) days of purchase and a full refund will be made

14.4. The money may only be returned to the person who purchased the Gift Card. To get a refund, the purchaser will need to provide proof of identity (ID card/ Passport), his/her IBAN, the original receipt (or other proof) of purchase and the return of the Gift Card.

### 15. Summary Box

This table summarises the key characteristics and information of the product. Also listed below are the balance limits and possible additional charges that apply to each Gift Card.

Rates and Limits	Currency
Card Purchase Rate	Free (but an additional charge per sales channel may apply)
Charging the Card with a credit or debit card	None (unless otherwise indicated))
Replacement fee	10 GBP
Card Balance Limits	
Minimum value	5 GBP
Maximum value	500 GBP
Maximum value of the transaction at the point of sale or online	500 GBP

## **Appendix 1:**

### **Withdrawal form**

(If you want to cancel the contract, please fill out this form and send it back to us.)

— To

[here the Shopping Centre's name, geographical address and, where available, his fax number and e-mail address are to be inserted by the purchaser/Cardholder]:

— I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*)

— Ordered on (\*)/received on (\*)

— Name of consumer(s)

— Address of consumer(s)

— Signature of consumer(s) (only if this form is notified on paper)

— Date

(\*) Delete as appropriate.