

# 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 The Square Tallaght with the address Tallaght, Dublin 24, D24 ND77
- 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. EURO
- 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 [www.thesquare.ie/our-gift-card](http://www.thesquare.ie/our-gift-card)
- 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" refers to the contracting party that demands or acquires a Gift Card. The cardholder may or may not be the purchaser of the Card.
- 2.3 "Cardholder" refers to the person who makes use of the gift card.
- 2.4 "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.
- 2.5 "Merchants" refers to the different establishments where services are provided to Gift Card holders and authorised to accept the Gift Card.
- 2.6 "Seller" refers to the party who provides the invoice or proof of payment to the Purchaser, referred to in this case to Giftify.
- 2.7 "Limited Network" means the establishments selected under Article 2.5 of this document.
- 2.8 "Us" or "We" refers to Giftify

## 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).
      - 3.1.1.3.1 If the wire transfer does not match the specified purchase value, the transaction will be rejected.
  - 3.1.2 You can activate your Gift Card:
    - 3.1.2.1 at the information desk in the designated shopping centre; or
    - 3.1.2.2 on the website [www.thesquare.ie/our-gift-card](http://www.thesquare.ie/our-gift-card) by entering
      - 3.1.2.2.1 the numbers of your Gift Card as detailed on the website; and
      - 3.1.2.2.2 the order reference which will be sent to you by email.
  - 3.1.3 The validity period for each Gift Card will commence on the exact date of purchase. The funds loaded onto the Gift Card will remain available for use for a duration of **5 years**, starting from the date of purchase.
  - 3.1.4 The funds loaded onto the Gift Card will remain available for use for a duration of five (5) years, starting from the date of purchase.
  - 3.1.5 From the first day of the thirteenth (13) month of the Gift Card's validity, a monthly fee of three (3) euros will be deducted from the funds remaining on the Gift Card until the funds reach zero (0) or the card expires after five (5) years.  
If, on the first day of the thirteenth (13th) month of the Gift Card's validity, the remaining funds are lower than three (3) euros, the entire amount will be deducted from the Gift Card.

- 3.2 To load the Gift Card, you
  - 3.2.1 may use a credit or debit card issued by a regulated financial institution and approved payment method at the Shopping Centre,
  - 3.2.2 may use the [www.thesquare.ie/our-gift-card](http://www.thesquare.ie/our-gift-card), or
  - 3.2.3 only If you are a company (VAT registered), you may use wire transfer
- 3.3 You agree to pay in the currency of the country where the gift card was issued when loading funds to your gift card.
- 3.4 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 new Cardholder is responsible to comply with the terms and conditions of use of the gift card.
- 4.2 The Gift Card is meant to be spent only in the participating merchant within the premises of the Shopping Centre whose name appears on the back of the Gift Card.
- 4.3 The Gift Card is intended solely for use in the participating Shopping Centre's merchants and points of sale, and solely for transactions carried out in the presence of the Gift Card Holder.
- 4.4 Acceptance of the Gift Card by every retailer cannot be guaranteed. It is advisable to check with individual retailers before attempting any transactions.
- 4.5 Your balance will be reduced by the amount of each purchase you make.
  - 4.5.1 If the funds available on the Gift Card are completely used, and a purchase exceeds the remaining balance, you may utilise another accepted payment method, such as a credit or debit card or cash, to cover the outstanding amount, provided that the merchant accepts multiple forms of payment.
  - 4.5.2 If any purchase exceeds available funds or card limits, your purchase will be denied.
  - 4.5.3 Additional funds cannot be added to the Gift Card after purchase.
- 4.6 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.
- 4.7 You may not use your Gift Card for:
  - 4.7.1 Pre-authorized periodic payments;
  - 4.7.2 Transactions outside the Shopping Centre
  - 4.7.3 Online transactions, even on the websites of the Shopping Centre's distributors
  - 4.7.4 Cash transactions, including cash repayments, bank withdrawals, postal transfers, travellers' cheques, ATM withdrawals, foreign currencies or foreign exchange transactions, or
  - 4.7.5 Any illegal purpose.
- 4.8 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.
- 4.9 The Shopping Centre/Seller is not responsible for the quality, safety, legality or any other aspect of the goods or services purchased with the Gift Card.
- 4.10 The Gift Card may not be exchanged or resold and may not give rise to the payment of any monetary consideration.
- 4.11 You must not alter the Gift Card, or the related services provided in the context of the Gift Card usage.
- 4.12 We may stop, suspend or restrict your Gift Card for reasons related to:
  - 4.12.1 The security of your Gift Card, Gift Card number;
  - 4.12.2 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. The requirement to inform you does not apply where reasonable security measures are compromised, or it is illegal to do so.
- 4.13 To mitigate the risk of fraud, money laundering, and other financial crimes, additional personal information and evidence of identity may be requested before activating an online sale.
  - 4.13.1 Failure to provide the requested evidence of identity, or if we, at our sole discretion, are not satisfied with the evidence presented, reserves the right not to issue a Gift Card. Our decision is final, and we are not obligated to provide a reason for refusing to issue a Gift Card.

## 5. Payment transactions

- 5.1. Giftify 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 Giftify 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 Giftify has reasonable grounds to believe that refusing a transaction is necessary in order to comply with any legal obligation.
- 5.3. Giftify may not carry out transactions in the event of force majeure or technical problems attributable either to the Shopping Centre, Giftify or to the Merchant.
- 5.4. The participating merchants are not an affiliate and/or agent of Giftify, or the Shopping Centre.
- 5.5. Giftify/the Shopping Centre bears no responsibility for the safety, legality, quality or any other aspect of the goods and/or services purchased with a Gift Card.
- 5.6. Giftify/the Shopping Centre bears no responsibility for any dissatisfaction with the goods and/or services purchased with a Gift Card.
  - 5.6.1. Cardholder complaints regarding their dissatisfaction with the goods and/or services purchased with the Gift Card shall not be accepted.
  - 5.6.2. For any dissatisfaction with goods or services purchased using the Gift Card, the cardholder should address concerns directly to the relevant merchants. Returns or exchanges for purchased items will be subject to the individual policies and applicable regulations of the respective merchants. It is important to note that some merchants may require the presentation of a purchase receipt for merchandise returns.
  - 5.6.3. Credit to the Gift Card arising from a return and/or exchange may not be accessible for use for a period of up to 10 business days.
  - 5.6.4. If a cardholder raises a refund complaint due to funds not appearing on the Gift Card, they will be asked to provide valid proof of refund, typically in the form of a merchant receipt. If the cardholder is unable to provide proof of refund, they will be encouraged to request such proof from the merchant before reaching out to customer services. Providing valid proof of refund enables Giftify to effectively address and resolve the cardholder's concern.
- 5.7. Transaction Complaints on fraudulent grounds, including but not limited to the theft or loss of the Gift Card details or the physical card itself cannot be accepted. Cardholders will instead be redirected to our lost/stolen policy (see Point 11 herein with).
- 5.8. Cardholders have 15 calendar days to raise any complaint from the date of transaction. To initiate this process, please consult Point 11 "Customer Services" of this document.
- 5.9. In certain circumstances, a transaction can be initiated but not completed (pending authorisation) which may result in the value of the transaction being deducted from the Gift Card despite its rejection.
  - 5.9.1. In these cases, you must contact customer services and present evidence that the transaction has been refused and/or cancelled.
  - 5.9.2. Giftify retains the right to impose a waiting period (freeze) of 10 working days prior to reinstatement of the blocked amount onto your Gift Card.

## 6. Transactions in foreign currency

The Gift Card is meant to be used in the same currency in which it was purchased. The seller reserves the right to deny transactions at their discretion.

## 7. Checking your balance

To check the available balance on your card or to review your transactions visit [www.thesquare.ie/our-gift-card](http://www.thesquare.ie/our-gift-card) or scan the QR code on the reverse of the Gift Card and depending on availability you may also, call your shopping centre's or, go to the shopping centre's point of sale.

## 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 **5 years** 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 validity period will start from the date of purchase of the Gift Card using one of the forms mentioned in point 3.1 herein.
- 9.3. The expiration date is available on the website [thesqtallaght.giftify.me](https://thesqtallaght.giftify.me). You can also check it at the shopping centre.
- 9.4. 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. Customer Services

- 10.1. For all inquiries related to a Gift Card, please direct your communication to customer services via the following email address: [cardsupport@giftify.me](mailto:cardsupport@giftify.me)

## 11. Security Precautions

- 11.1. Only use the Gift Card or its number to enter into (or undertake to enter into) a transaction, and,
- 11.2. If your Gift Card is lost or stolen, or if you believe that it (or its number) may have been used illegally, you must:
  - 11.2.1. **Please refer to Point 10 - Customer Services** to report a lost or stolen Gift Card.
  - 11.2.2. Immediately stop using your Gift Card and its number.
- 11.3. If you find the Gift Card after reporting that it has been lost, stolen or illegally used, you must destroy it and notify Giftify as soon as possible.
- 11.4. You will be responsible for any use of your Gift Card until your Gift Card has been confirmed blocked via email by the Shopping Centre or Giftify. .
- 11.5. The Shopping Centre/Seller are not responsible for the funds stolen or fraudulent usage as a result of lost or stolen Gift Cards.
- 11.6. 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 Seller. When demanding a replacement card, a proof of payment of the loaded amount shall be requested, otherwise the replacement card shall not be issued. 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.
- 11.7. We are not responsible for:
  - 11.7.1. 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;
  - 11.7.2. any merchant who refuses (or there is a delay in accepting by the merchant) to accept your Card or Card number, or  
In case of errors about the transactions, [contact cardsupport@giftify.me](mailto:cardsupport@giftify.me)
- 11.8. If your Gift Card is not working properly, you can get a new one at the point of sale in the Shopping Centre. Before a replacement card is issued, a replacement fee shall be charged and then the remaining balance of your card will be transferred to the new Card.
- 11.9. Our liability in any event is limited to the balance on the Card.
- 11.10. The balance already used before the Gift Card is blocked cannot be refunded.
- 11.11. Any use that does not respect these terms and conditions may result in the blocking of your Gift Card.

## 12. Modification of Terms and Conditions of Use

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

## 13. Complaints and Disputes

- 13.1. To file a complaint or address other issues in relation to these Terms and Conditions, you can contact Giftify by email [complaints@giftify.me](mailto:complaints@giftify.me) Giftify will do its best to respond and resolve your concerns.
- 13.2. 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>

## 14. Privacy

14.1. If personal information is collected, 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). Any additional information can be found in our privacy policy available at <https://www.giftify.me/privacy-policy>

## 15. Cancellation rights

15.1. If you change your mind about the Gift Card purchased online and have not used the card nor the balance of the Gift Card has changed from the initial purchased amount, 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.

15.3. To initiate the procedure of cancellation and of refund within fourteen (14) days from the date of the online purchase of the Gift Card, You are required to send an email to [refunds@giftify.me](mailto:refunds@giftify.me), including the following necessary information:

- Order Reference
- Date of purchase
- Proof of purchase
- Name of the shopping centre where card was purchased

Upon receipt of all necessary documents, the request will be reviewed and it may take up to 15 business days from the date of submission for the refund to be processed. Without the necessary information, processing the refund will not be possible.

## 16. 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 EUR
Card Balance Limits	
Minimum value	5 EUR
Maximum value	500 EUR
Maximum value of the transaction at the point of sale	500 EUR