

# Terms and Conditions of Use of the Gift Card

## 1. Scope of Application

- 1.1 These Terms and Conditions of Use of the Gift Card (the "T&Cs") apply to any Gift Card Purchaser (as defined below) and any Gift Card Holder (as defined below); The Gift Card Purchaser and the Gift Card Holder each referred to as "**You**").
- 1.2 By purchasing and/or holding the Gift Card, You are agreeing with these T&Cs.
- 1.3 These T&Cs are available online at [whitewater.giftify.me](http://whitewater.giftify.me).
- 1.4 The Gift Card is issued by Giftify; with its registered office at Giftify SA, Cantersteen 47, 1000 Brussels, Belgium; for use only in the Shopping Centre (as defined below).
- 1.5 The Gift Card is purchased and issued in euro (EUR) only.
- 1.6 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.
- 1.7 The Gift Card is not a regulated product. It 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 T&Cs.
- 2.2 "**Gift Card Purchaser**" means the person who purchases the Gift Card. The Gift Card Purchaser may or may not be the Gift Card Holder.
- 2.3 "**Gift Card Holder**" means the person who uses the Gift Card. The Cardholder may or may not be the Gift Card Purchaser.
- 2.4 "**Shopping Centre**" means the establishment where the Gift Card can be purchased and used with Merchants which for purposes of these T&Cs is Whitewater Shopping Centre, Main Street, Newbridge, Co. Kildare, W12 D362
- 2.5 "**Merchants**" means the shops and other retailers or retail outlets in the Shopping Centre that accept the Gift Card to pay for products and services.
- 2.6 "**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 at the customer service/information desk located within the Shopping Centre;
    - 3.1.1.2 over the Internet at the following website(s): [whitewater.giftify.net](http://whitewater.giftify.net)
    - 3.1.1.3 in which case your purchase is subject to the General Terms and Conditions of Sale accessible at [whitewater.giftify.me](http://whitewater.giftify.me)
    - 3.1.1.4 by wire transfer payment if you are a company (VAT registered).
    - 3.1.1.4.1 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 customer service desk/ information desk in the Shopping Centre; or
    - 3.1.2.2 on the website [whitewater.giftify.me](http://whitewater.giftify.me) 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 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,

- 3.2.1 You may use a credit card, a debit card or other approved payment method at the Shopping Centre;
- 3.2.2 You may use the whitewater.giftify.me, or
- 3.2.3 If you are a company (VAT registered), You may use wire transfer
- 3.3 All Gift Cards must be paid for in euro (EUR).
- 3.4 We may refuse to issue or sell the Gift Card for any lawful reason and without You being able to claim compensation for such refusal.

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

- 4.1 The Gift Card may be used by the Gift Card Purchaser (who would also be the Gift Card Holder for purposes of these T&Cs) or may be given by the Gift Card Purchaser to another person as a gift (at which point that other person becomes the Gift Card Holder for purposes of these T&Cs). The Gift Card Holder is responsible for complying with these T&Cs when using the Gift Card.
- 4.2 The Gift Card can only be used for transactions carried out in the presence of the Gift Card Holder in participating Merchants within the premises of the Shopping Centre whose name appears on the back of the Gift Card.
- 4.3 Acceptance of the Gift Card by every Merchant in the Shopping Centre is not guaranteed. It is advisable to check with individual Merchants before attempting any transactions using the Gift Card.
- 4.4 Your balance will be reduced by the amount of each purchase you make using the Gift Card.
  - 4.4.1 If any purchase exceeds the remaining funds available on the Gift Card, your purchase will be denied. If the remaining funds available on the Gift Card are insufficient to complete the purchase, you may utilise another payment method accepted by the Merchant, such as a credit card, debit card or cash, to cover the outstanding amount, provided that the Merchant accepts multiple forms of payment for the same transaction.
  - 4.4.2 Additional funds cannot be added to the Gift Card after purchase of the Gift Card.
- 4.5 The Gift Card is not a payment card backed-up by an associated bank account. No interest will be generated or paid on the funds loaded onto the Gift Card.
- 4.6 You may not use your Gift Card for:
  - 4.6.1 pre-authorised periodic payments;
  - 4.6.2 transactions outside the Shopping Centre;
  - 4.6.3 online transactions, even on the websites of the Shopping Centre's Merchants;
  - 4.6.4 cash transactions, including cash repayments, bank withdrawals, postal transfers, travellers' cheques, ATM withdrawals, foreign currency or foreign exchange transactions, or
  - 4.6.5 any illegal purpose.
- 4.7 Your Gift Card cannot be used in situations where the Merchant or Shopping Centre is unable to obtain online authorization guaranteeing that there are sufficient funds to complete the transaction.
- 4.8 Neither We nor the Shopping Centre are responsible for the quality, safety, legality or any other aspect of the goods or services purchased by You with the Gift Card.
- 4.9 The Gift Card may not be exchanged or resold and may not give rise to the payment of any monetary consideration.
- 4.10 You must not alter the Gift Card, or the related services provided in the context of the Gift Card usage.
- 4.11 We may cancel, suspend or restrict your Gift Card for reasons related to:
  - 4.11.1 the security of your Gift Card, including the Gift Card number;
  - 4.11.2 suspicion of unauthorised or fraudulent use of your Gift Card.
 To the extent possible and legally permissible, we will inform you before cancelling, suspending or restricting your Gift Card. The requirement to inform you does not apply where reasonable security measures are compromised.
- 4.12 To mitigate the risk of fraud, money laundering, and other financial crimes, We may request additional personal information and evidence of identity from You.
  - 4.12.1 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 to You. Our decision is final, and we are not obligated to provide a reason for refusing to issue a Gift Card to You.

#### **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 by You once it has been transmitted to Us with your authorization.

5.3. The use of your Gift Card for a transaction may be refused in certain circumstances. Typical grounds for refusal are:

- 5.3.1. a transaction exceeds the funds available on the Gift Card; or
- 5.3.2. 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
- 5.3.3. if Giftify has reasonable grounds to believe that refusing a transaction is necessary in order to comply with any legal obligation.

5.4. Transactions may not be possible using your Gift Card in the event of force majeure events or technical problems affecting Giftify, the payment systems associated with your Gift Card (Visa or Mastercard), the Shopping Centre and/or the Merchant.

5.5. The participating Merchants are not affiliates and/or agents of Giftify or the Shopping Centre.

5.6. Giftify and the Shopping Centre bear no responsibility for the safety, legality, quality or any other aspect of the goods and/or services purchased with a Gift Card.

5.7. Giftify and the Shopping Centre bear no responsibility for any dissatisfaction that you may have with the goods and/or services purchased with a Gift Card.

- 5.7.1. Gift Card Holder complaints regarding dissatisfaction with the goods and/or services purchased with the Gift Card shall not be accepted by Giftify or the Shopping Centre.
- 5.7.2. If the Gift Card Holder is dissatisfied with goods or services purchased using the Gift Card, the Gift Card Holder should address those concerns directly to the relevant Merchant(s). Returns, refunds or exchanges for purchased goods or services will be subject to the individual policies and applicable rules of the relevant Merchant(s). It is important to note that some Merchants may require the presentation of a purchase receipt for merchandise returns, refunds or exchanges.
- 5.7.3. A credit to the Gift Card arising from a Merchant refund may take up to 10 business days to be reflected in the Gift Card funds balance.
- 5.7.4. If a Gift Card Holder contacts Giftify claiming that a Merchant refund does not appear on the Gift Card 10 business days after the Merchant issues the refund, they will be asked to provide valid proof of the refund, typically in the form of a Merchant receipt showing the refund.
- 5.7.5. If the Gift Card Holder is unable to provide proof of the refund, they will be asked to request such proof from the Merchant before Giftify can investigate the refund further. Providing valid proof of the refund enables Giftify to effectively address and resolve the Gift Card Holder's refund query.

5.8. If You believe that a transaction has been carried out fraudulently (including in the event of the theft or loss of the Gift Card), please follow the process specified in section 11 (Security Precautions) below.

5.9. Gift Card Holders have fifteen (15) calendar days to raise any complaint from the date of transaction. To initiate this process, please consult section 10 "Customer Services" below.

5.10. 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 balance despite its rejection.

- 5.10.1. In these cases, You must contact customer services and present evidence that the transaction has been refused and/or cancelled.
- 5.10.2. Giftify retains the right to impose a waiting period (freeze) of ten (10) business 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 (ie, euro). Giftify reserves the right to deny transactions carried out using the Gift Card in a different currency at its discretion.

## 7. Checking your balance

7.1. To check the available balance on your Gift Card or to review your transactions:

- 7.1.1. visit [xxxx.giftify.me](http://xxxx.giftify.me) ; or
- 7.1.2. scan the QR code on the back of the Gift Card.

7.2. Depending on availability You may also, call the Shopping Centre's customer service/information desk or visit the Shopping Centre's customer service/information desk in person.

## 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. This means that you will forfeit any funds balance remaining on the Gift Card when it expires.

## 9. Card Expiration

- 9.1. Both your Gift Card and the remaining funds balance loaded onto it will expire 5 years after the Gift Card's purchase date. On that date, the Gift Card will cease to function and You will no longer be able to use it as a method of payment.
- 9.2. The validity period of the Gift Card will start from the date of purchase of the Gift Card using one of the payment methods mentioned in section 3.1 of these Terms and Conditions.
- 9.3. You can check the expiration date of your Gift Card on our website at [whitewater.giftify.me](http://whitewater.giftify.me). You can also check it by contacting the Shopping Centre customer service on 045 449002 or in person.
- 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; the funds will be forfeit to Giftify.

## 10. Customer Services

- 10.1. For all inquiries related to a Gift Card, please
  - 10.1.1. direct your communication to Giftify Support services via the following email address: [\[cardsupport@giftify.me\]](mailto:[cardsupport@giftify.me]); or
  - 10.1.2. contact the Shopping Centre customer service by [customerservice@whitewatersc.ie](mailto:customerservice@whitewatersc.ie), on 045 449002 or in person.

## 11. Security Precautions

- 11.1. You are responsible for protecting the Gift Card in the same way you would protect your cash, debit cards or credit cards.
- 11.2. Only use the Gift Card or its number to enter into (or undertake to enter into) a transaction, and,
- 11.3. If your Gift Card is lost or stolen, or if You believe that it (or its number) may have been used fraudulently or illegally, you must:
  - 11.3.1. report this by contacting Giftify or the Shopping Centre as detailed in section 10 of these T&Cs; and
  - 11.3.2. immediately stop using your Gift Card.
- 11.4. If you find the Gift Card after reporting that it has been lost, stolen or illegally used, You must destroy it and notify Giftify or the Shopping Centre as detailed in section 10 of these T&Cs as soon as possible.
- 11.5. 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.
- 11.6. The Shopping Centre and Giftify are not responsible for lost funds as a result of lost or stolen Gift Cards or their fraudulent use.
- 11.7. If your Gift Card, is lost or stolen, you may, once the loss is reported as specified in section 10 of these T&Cs, request a replacement Gift Card from Giftify. When requesting a replacement Gift Card, a proof of payment of the loaded amount shall be requested, otherwise the replacement Gift Card cannot be issued. You will be charged a fee for a replacement Gift Card which will be deducted from the funds balance associated with the existing Gift Card prior to the new Gift Card being issued. The amount of this fee is specified in the summary table at the end of these T&Cs.
- 11.8. We are not responsible for:
  - 11.8.1. 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;
  - 11.8.2. any Merchant who refuses to accept your Gift Card generally or for a specific transaction.
- 11.9. If your Gift Card is not working properly, you can get a new one at the customer service/information desk in the Shopping Centre. Before a replacement Gift Card is issued, a replacement fee shall be charged and then the remaining balance of your Gift Card will be transferred to the new Gift Card.
- 11.10. Except where otherwise specified by applicable law, our liability in any event is limited to the balance on the Gift Card.

11.11. The balance already used before the Gift Card is cancelled or blocked cannot be refunded.

11.12. Any use of the Gift Card that does not comply with these T&Cs may result in the cancellation or blocking of your Gift Card and the loss of the funds balance on the Gift Card.

## 12. Modification of these T&Cs

12.1. These T&Cs (including the fees and limits specified in the table below), may be modified at any time.

12.2. If modified, the T&Cs 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 T&Cs, you can contact Giftify by email [complaints@giftify.me](mailto:complaints@giftify.me). Giftify will respond and do its best to resolve your concerns.

13.2. Before initiating any contentious procedure, we would like to encourage you to work with us to find an amicable solution. 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. When We collect and otherwise process your personal data We undertake to take all necessary measures to protect the confidentiality of your personal data and we will only process it in a lawful manner and in compliance with applicable data protection laws, including the General Data Protection Regulation (GDPR) (EU Regulation 2016/679). You can learn more about how we process your personal data in our privacy policy available at <https://www.giftify.me/privacy-policy>

14.2. To learn how the Shopping Centre processes your personal data, please visit the Shopping Centre's privacy policy at <https://www.whitewatersc.ie/privacy-policy/>

## 15. Cancellation rights

15.1. If You are the Gift Card Purchaser and you change your mind about the Gift Card, You have purchased online and have not used the Gift Card (or given it to someone else) and the balance of the Gift Card has not 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 Gift Card during this period. We will refund the Gift Card balance to You and any fees that You have paid Us with 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; and
- Name of the Shopping Centre where the Gift Card was supposed to be used

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

## 16. Summary Box

The below summary box summarises the fees and certain balance and transaction limits that apply to the Gift Card.

Type of Fees	Amount of Fees (in EUR)
Purchasing a Gift Card	None (but a charge per sales channel may apply)

Loading the Gift Card with a credit card or debit card	None (unless otherwise indicated))
Replacement fee (for lost or stolen Gift Cards)	10 EUR
<b>Gift Card Balance and Transaction Limits</b>	
Minimum Gift Card value	10 EUR
Maximum Gift Card value	650 EUR
Maximum value of a single transaction at the point of sale	650 EUR

### **17. Governing Law and Jurisdiction.**

These GT&CS shall be governed by the laws of the Ireland and any disputes or other matters arising in relation to these GT&CS shall be subject to the exclusive jurisdiction of the courts of Ireland.