

*\*This gift card can only be used in participating stores within Eldon Square to buy goods and/or services\**

## **Giftify (Eldon Square) gift cards used within a Limited Network**

### **Giftify (Eldon Square) Terms and Conditions of Use**

#### **1. Scope of Application**

1.1 These terms and conditions of use of this Giftify gift card (the "**Terms and Conditions**") apply to any purchaser (the "**Purchaser**") and any holder (the "**Holder**"; the Purchaser and the Holder together also as "**You**") of this Giftify 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 Eldon Square with its registered office at Eldon Square Management Suite, Eldon Court, Percy Street NE1 7JB, Newcastle upon Tyne, UK, through a technical service provider, LOYALTEK UK LTD, Portland House, Belmont Business Park Durham DH1 1TW, using its technical interface.

1.3 The Gift Card is issued and purchased only in a stated currency. The Gift Card must be purchased in the legal tender of the country where it is issued. (British 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 [eldonsquare.giftify.me](https://eldonsquare.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/Holder" 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 "Seller" or "shopping centre" refers to the different establishments where services are provided to Gift Card holders and authorised to accept the Gift Card.

2.4 "Limited Network" means the establishments selected under Article 2.3

#### **3. Purchase and loading of the Gift Card**

3.1 If the Gift Card is purchased at the shopping centre (Eldon Square), 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 12 months after loading.

3.2 If the Gift Card is purchased over the Internet, the maximum value that can be loaded onto the Card without verification of the cardholder's identity is GBP 500. The gift card will require an activation before use, this activation must be done within 6 months of purchase. This can be done at the information desk in your shopping centre or on the website [eldonsquare.giftify.me](https://eldonsquare.giftify.me) by entering the number of your Gift Card and the order reference which will be sent to you by email.

3.3 To load the Gift Card, you must use a credit or debit card issued by a regulated financial institution.

3.4 When funds are loaded onto your Gift Card, the payment will be made in the same currency as your credit or debit 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 Shopping Centre's stores and points of sale, and solely for transactions conducted 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 add 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-authorised 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 seller is unable to obtain online authorisation 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. Where 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 by the seller, or where appropriate information is provided to the seller in order to allow the transaction to be conducted.

5.2. A transaction cannot be cancelled once it has been transmitted to us with your authorisation.

Typical refusal grounds are:

5.1.1. A transaction exceeds the funds available on the Gift Card; or

5.1.2. 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

5.1.3. If the Shopping Centre has reasonable grounds to believe that such action is necessary to comply with any legal obligation.

The Shopping Centre may not conduct transactions in the event of force majeure or technical problems attributable either to the Shopping Centre or to the seller.

## 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 **eldonsquare.giftify.me** or, depending on availability, call your shopping centre, visit the shopping centre's customer service desk or scan the QR code on the reverse of the card.

## 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. Cancellation rights

9.1. If you change your mind about having the Gift Card (and only if your card was bought online via **eldonsquare.giftify.me**), you can cancel it within 14 days of the date it was purchased. You will not be charged for cancelling the card during this period. We will refund any balance remaining on the card to you and any fees that you have paid.

9.2. We will reimburse you in the currency with which the Gift Card was purchased (GBP).

9.3. 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 14 days of purchase and a full refund will be made.

9.4. The money may only be returned to the person who purchased the Gift Card. To get a refund, the purchaser will need to provide a proof of identity (ID card/ Passport), his/her IBAN, the original receipt (or other proof) of purchase and the return of the Gift Card. Please allow up to 14 days for funds to be transferred.

## 10. Card Expiration

10.1. Both your Gift Card and the balance loaded onto the Gift Card will expire 12 months after the Card's loading date, which is known as the "expiration date". On that date, the Card will cease to function and may not be used as a method of payment. The expiration date is available on the website **eldonsquare.giftify.me**. You can also check via at the shopping centre customer service desk or using the QR code on the reverse of the Gift Card.

Once your Gift Card has expired, the remaining funds cannot be used. You will not be entitled to any refund of your card balance.

10.2. Exception: Extension of Gift Card's expiry date.

If your Gift Card has expired and you want to use its remaining balance, you have 14 calendar days to contact us and explain your case. If agreed, you will need to pay £10 to benefit from a 14- day grace period. This means that the remaining amount on your Gift Card will be transferred onto a new Gift Card and you will have fourteen calendar (14) days to spend it.

## 11. Security Precautions

Your Gift Card is not allowed to be used by a third party without permission.

Only use the Gift Card or its number to enter (or undertake to enter into) a transaction. If your Gift Card is lost, stolen, or if you believe that it (or its number) may have been used illegally, you must:

11.1.1. Call your Shopping Centre to block the Card.

11.1.2. Immediately stop using your Gift Card and its number. 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.

11.1.3. You will be responsible for any use of your Card until you have notified your shopping centre

11.1.4. 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 issued. This is further explained in the summary table at the end of this document.

We are not responsible for:

11.1.5. 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.

11.1.6. Any vendor who refuses to accept (or is late in accepting) your Card or Card number, or

in case of errors about transactions, call your Shopping Centre. 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. Our liability in any event is limited to the balance on the Card. The balance already used before the Gift Card is blocked cannot be refunded.

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

The terms and conditions of use, as well as the prices and additional charges, may be modified at any time.

If modified,

12.1.1. The terms and conditions of use applicable shall be in force on the date of purchase of the Gift Card.

## 13. Complaints and Disputes

13.1. The Shopping Centre will do the best to resolve any disputes over these Terms.

13.2. 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 at:

Eldon Square Management Suite, Eldon Court, Percy Street, Newcastle Upon Tyne, NE1 7JB, United Kingdom, or contact via telephone on: (+44) 0191 261 1891 and by email at: [info@eldonsquare.co.uk](mailto:info@eldonsquare.co.uk).

13.3. Before initiating any contentious procedure, a friendly solution should be sought. ADR Group offers a platform for alternative dispute resolution, which you can access from here:

<https://www.adrgroup.co.uk/DisputeResolution/online-dispute-resolution-odr>

## 14. Privacy

Loyaltek SA and the partner undertake all actions necessary to protect the confidentiality of the user's data. All personal information we collect is used only legally and in accordance with the protection of personal data (Data Protection Act 2018).

## 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/extension fee (terms apply)	10 GBP
Card Balance Limits	
Minimum value	10 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 in this form and send it back to us.

— To

[here the Shopping Centre's name, address and, where available and e-mail address are to be inserted by the trader]:

— 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.