

Gift Clubs and Group Gifting Terms and Conditions

INFORMATION ON WHO WE ARE AND THIS AGREEMENT

- These Terms and Conditions apply to all of the centre's Gift Clubs (referred to from here on as Gift Clubs) opened on or after 29 July 2013.
- Gift Clubs are marketed by the centre and managed by Flex-e-vouchers Ltd, 2 St James Gate, Newcastle Upon Tyne, NE1 4BE. Flex-e-card is a trading style of Flex-e-vouchers Ltd.
- In this agreement, "We", "Us" or "Our" refers to Flex-e-card. "You" or "Your" refers to the individual opening the Gift Club.
- This document sets out an agreement between You and Us governing the provision of Gift Club services. This agreement will last for a period of 12 months, starting on the date that the Gift Club is opened. This agreement and all communications between You and Us shall be in the English language.
- Opening a Gift Club and making or receiving a payment into it will signify Your agreement to these Terms and Conditions and will be considered to constitute a binding contract between You, the Gift Club holder and Us.
- Once the Gift Club balance reaches £0.00 We will close the Gift Club.
- If there has been no contribution to a Gift Club for 12 months the Gift Club will be closed.

GIFT CLUBS

- A Gift Club is a simple way to build up an amount with which to purchase gifts for a special occasion such as Birthdays, Christmas or any other event which You or Your family have in mind. A Gift Club is not a regulated investment or interest bearing account; it can be used to build up a sum of money over time for the purpose of purchasing gift cards in the future. You will not be rewarded with any form of interest on the balance of contributions in the gift club.
- The balance of contributions held in a Gift Club may be redeemed against the same value of Prepaid Gift Cards which may be used to pay for goods and services at participating retailers within the centre. Full terms and conditions apply to the centre's Prepaid MasterCard® Gift Cards (Gift Card), copies of which are available upon request or by visiting www.flex-e-card.com
- It is recommended that You keep track of contributions into Your Gift Club and that You remain aware of the ongoing balance to ensure that You are on target to accumulate the intended amount.

IDENTIFICATION REQUIRED FOR USE OF GIFT CLUB SERVICES

- We may perform online identity checks or ask for evidence of identity before opening a Gift Club. We do this to prevent fraud and money laundering and We also use this information to help Us identify You at the point where a Gift Club is redeemed to purchase Gift Cards. We only keep this information as long as is necessary and for the purposes described herein.
- 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 presented, We reserve the right to refuse to offer this

service. Our decision shall be final and We shall not be obliged to provide a reason for refusing to open a Gift Club.

- We may also, for the reasons stated above, ask for evidence of the identity of any additional contributors making payments into a Gift Club.
- The opening of a Gift Club will indicate to Us that You consent to the checks described in this agreement being undertaken.
- Upon redemption of Your Gift Club You must provide the same proof of identity used to open the account. This is to prevent the threat of fraudulent activity.
- In addition to the above identification procedures We may at any time throughout the lifetime of Your Gift Club request additional identification to be provided. By opening a Gift Club and paying into it You are agreeing to Our requirements and failure to provide sufficient evidence of identity may result in Your account being temporarily suspended.

FEES AND CHARGES

- There is no charge for the opening or administration of a Gift Club. Gift Clubs are intended to accumulate contributions for the purpose of purchasing Gift Cards which do have a range of fees and charges associated with them. For full information on Gift Cards please visit <https://www.flex-e-card.com/information/terms-and-conditions> or ask at the shopping centre customer service desk for a copy of the centre's Prepaid Gift Card Terms and Conditions.

EXPIRY OF THE GIFT CLUB AND YOUR RIGHT TO REDEEM

- Gift Clubs are designed to operate for no more the 12 months after which You should redeem Your Gift Club contributions for the same value in Gift Cards. This is intended to ensure that You cannot use the Gift Club as a long term savings mechanism, as it is not in Your best interests due to the nature of the product and its inability to provide a return on Your investment.
- You can redeem the value of contributions in Your Gift Club at any time online or during the centre's opening hours by attending at the Customer Service Desk and quoting Your unique reference number. Gift Cards are available for any value between £5.00 and £1,000.00, if Your Gift Club contains a greater amount than this You will need to redeem it towards multiple Gift Cards. You do not have to redeem the whole value of Your Gift Club in one transaction. Any amounts not redeemed will remain in Your Gift Club until a later date.
- You will need to provide personal identification to verify that You are the beneficial owner of the Gift Club in question if redeeming in centre and if We do not believe that You have demonstrated ownership sufficiently, We will restrict access to the Gift Club contributions until such time that We are satisfied You are the true owner. This is for the security of Your contributions and to ensure that nobody other than You can gain access to them.
- Gift Club contributions can only be used to load a Gift Card, contributions are not available as cash or cheque nor can they be obtained as a debit/credit card refund.

COOLING OFF PERIOD

- You are entitled to a fourteen day 'cooling off' period. Should you wish to cancel your Gift Club please return to the Customer Service Desk within fourteen days from the date Your Gift Club was opened to arrange a refund.

CUSTOMER SERVICES

- All telephone enquiries in connection with a Gift Club should be made to Customer Services by calling 0844 77 44 277, e-mailing customer.service@flex-e-card.com or by writing to Customer Services, Flex-e-vouchers Ltd, 2 St James Gate, Newcastle Upon Tyne, NE1 4BE. The Customer Services team are available 9am to 10pm Monday to Friday, 9am to 10pm on Saturdays, and 10am to 6pm on Sundays. During these hours We will endeavour to resolve all enquiries immediately, however please note that certain types of enquiry can only be resolved during normal business hours.
- Our normal business hours are Monday to Friday, 9am to 5pm. Correspondence received after the close of business on a particular day will be treated as having arrived at the start of following business day.
- In the unlikely event that You remain unsatisfied after Our Customer Service team have looked into Your enquiry You are entitled to make a complaint which will be reviewed by the management of Our Customer Services function and dealt with in line with Our Customer Complaints Procedure. As Gift Clubs are not a regulated financial services product, You will not be able to refer Your complaint to an independent body such as the Financial Ombudsman Service therefore Our response will be final. This does not affect Your statutory rights.
- If We need to contact You for any reason We will do so by writing to You at the address provided when You first registered for the Gift Club scheme, unless You have notified Us of a change of address since that time. To maintain an efficient and cost effective service We may use other methods of communication such as e-mail and SMS to contact You from time to time as long as We have valid contact details for use alongside these forms of communication.

YOUR PERSONAL INFORMATION AND KEEPING YOUR GIFT CLUB DETAILS SAFE

- We collect certain information about You and the users of Your Gift Club in order to operate it. For the purpose of collecting personal information Flex-e-vouchers Ltd are the Data Controller as described in the Data Protection Act 1998. Flex-e-vouchers Ltd appear on the ICO Data Controllers Register.
- Your personal data will be processed in order to administer the Gift Club and to deal with any enquiries You have about it. In order to provide customer service and administration services, We may utilise the services of data processors, and may transfer Your data outside the EEA. If We do this, We will take steps to ensure that Your data is afforded the same level of protection as it would if Your data was processed within the EEA.
- Unless You have provided Your permission, Your personal data will not be used for marketing purposes, nor will it be shared with third parties unconnected with the Gift Club scheme.

- By making a contribution towards or using the Gift Club, You are indicating to Us that You agree to all of the conditions in this agreement regarding the processing of Your personal data. You have the right to request details of the personal information that is held about You, and You may receive this by writing to Flex-e-vouchers Ltd, 2 St James Gate, Newcastle Upon Tyne, NE1 4BE. For this service We reserve the right to make a charge of £10 as allowed under the terms of the Data Protection Act 1998.
- You are responsible for keeping Your Gift Club details safe. This means You must take all reasonable steps to avoid the loss, theft or misuse of Your Gift Club details. Do not disclose Your Gift Club unique reference number to anyone except where necessary to utilise this service.

LIMITATION OF LIABILITY

- **The Financial Services Compensation Scheme (FSCS) does not apply to this Gift Club product. This means that if We became insolvent, Your Gift Club may cease to function, may become valueless and You could lose the monetary value of the Gift Club. You will not be able to reclaim this money from the FSCS.**
- Although the FSCS does not apply We will undertake reasonable endeavours to keep Your money safe, including holding contributions in designated client accounts. We take protection of Your money seriously, and will be happy to discuss any concerns or questions You have about this.

CHANGES TO THESE TERMS AND CONDITIONS

- 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 or to improve the delivery of the Gift Club scheme. If any detrimental changes are to be 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 at Customer Service Desks and online at www.flex-e-card.com.
- It is Your responsibility to check the website www.flex-e-card.com 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. We will deal with any such circumstances on a case-by-case basis.

LAW AND COURTS

- The law of England and Wales applies to these Terms and Conditions and the Courts of England and Wales will deal with any legal proceedings between You and Us.