

END USER GIFTED LOVE2SHOP CARD **TERMS & CONDITIONS**

These Terms and Conditions apply to your Card and its use by you. **By using your Card you are deemed to accept these Terms and Conditions which shall form a legally binding contract between You and the Purchaser.** You must read them carefully.

Your Card is an E-money product. The Card must be active before it can be used.

The Financial Services Compensation Scheme does not apply to the Card. For your protection, all funds held from time to time on Cards are held by PCS in trust and safeguarded in accordance with the Electronic Money Regulations 2011.

1. Definitions

- 1.1** In these Terms and Conditions, unless the context otherwise requires the following words and expressions shall have the following meanings:-
- 1.1.1** 'Card' means the pre-paid plastic or board card issued by PCS which is to be used in accordance with these Terms and Conditions;
 - 1.1.2** 'Card Services' means the contact centre operated for and on behalf of PCS for dealing with all your enquiries; details of such centre are contained in condition 14;
 - 1.1.3** 'E-money' means electronic money as defined in the Financial Conduct Authority Handbook of rules and guidance;
 - 1.1.4** 'Goods' means goods and/or services which are available from a Retailer and can be paid for using Cards;
 - 1.1.5** 'PCMS' means Park Card Marketing Services Limited (Company Registration No. 5325492) whose registered office is at Valley Road, Birkenhead, Merseyside CH41 7ED;
 - 1.1.6** 'PCS/'We'/'Us'/'Our' means Park Card Services Limited (Company Registration No. 3280082), the E-money issuer, whose registered office is at Valley Road, Birkenhead, Merseyside CH41 7ED;
 - 1.1.7** 'Purchaser' means the person who paid PCS for the Card;
 - 1.1.8** 'Retailer' means those businesses who have from time to time agreed with PCMS to accept the Card in payment for Goods;
 - 1.1.9** 'SMS' means the short message service allowing the interchange of short text messages between mobile telephones (texts);
 - 1.1.10** 'You'/'Your' means the person to whom the Card has been gifted by the Purchaser as part of its [incentive/reward scheme] or such other permitted user of the Card from time to time.

2. The Card

- 2.1** The Card is issued to the Purchaser but the Card itself will not be personalised. We may and will assume unless and until we are notified to the contrary, that the person who uses the Card at any time is the rightful user of the Card.
- 2.2** The Card:-
- 2.2.1** is not a cheque guarantee or cheque card;
 - 2.2.2** cannot be exchanged by the Retailer for cash and no change can be given by the Retailer;
 - 2.2.3** cannot be used to purchase Goods by mail order or on-line;
 - 2.2.4** can only be used in the United Kingdom and The Channel Islands.
- 2.3** Funds held on the Card are in GB £s.
- 2.4** You will not earn any interest on any funds loaded onto the Card nor receive any other benefit related to the length of time you hold the Card.
- 2.5** We will not issue a statement in respect of your Card but details of the balance on your Card can be obtained in accordance with condition 5.
- 2.6** The Card purchaser must be over the age of 18.

3. Use of your Card

- 3.1 You may be informed whether your Card requires activation prior to use. Full instruction of how Cards can be activated will be sent to You directly or are available at www.love2shop.co.uk/services.
- 3.2 You must:-
 - 3.2.1 treat the Card as if it were cash;
 - 3.2.2 take all reasonable precautions to ensure that the Card is not lost, stolen, damaged or destroyed and any PIN number supplied in respect of the Card is not used without your permission;
 - 3.2.3 keep your transaction receipts safe and when appropriate dispose of them carefully;
 - 3.2.4 let Us know as soon as possible if your Card is lost, stolen, damaged or destroyed.
 - 3.2.5 Keep an independent record of your Card number.
- 3.3 The Card can only be used at Retailers to pay for Goods.
- 3.4 Retailers may vary from time to time but a current list can be obtained on-line at www.love2shop.co.uk/services or by telephoning Card Services.
- 3.5 We will debit the amount of all Card purchases from Retailers from the balance on your Card immediately the purchase is completed.
- 3.6 If we need to investigate a transaction on the Card then You must co-operate with Us, the police or any other authorised body if this is reasonably required.
- 3.7 The maximum amount You can spend using the Card is the amount of the balance on the Card at the relevant time. If You attempt to spend more than such balance the transaction will be declined.
- 3.8 If the amount of a proposed Card purchase is greater than the available balance, You can pay the difference in cash or by any other payment method acceptable to the Retailer. You **must** inform the cashier that your purchase is greater than the balance on the Card and ask for the alternative payment method to be processed first. This will ensure the Retailer is not attempting to ask for more than the available balance on the Card and will therefore prevent a declined transaction.
- 3.9 The Card must not be sold by the Purchaser or by You, or by any other holder of the Card from time to time, but it may be gifted by You to any person to use at Retailers to pay for Goods. If you gift a Card to another person You will be responsible for all use of the Card and You must ensure that such person understands and complies with the obligations contained in these Terms and Conditions, particularly those relating to the security and use of the Card.

4. Lost, Stolen, Damaged or Destroyed Cards

- 4.1 You must take all reasonable precautions to ensure that the Card is not lost, stolen, damaged or destroyed and must make sure that you keep the Card and its security information (including the card number) safe, and must (where the Card is purchased on the Website) activate the Card.
- 4.2 If you fail to comply with condition 4.1 and your Card is lost, stolen, damaged or destroyed, You must notify us immediately by telephoning Card Services and quoting the Card number. We will take steps to cancel the Card immediately.
- 4.3 Once you notify us, you are liable for a maximum of £35 for any losses incurred in respect of any transactions arising from the use of your card due to your failure to comply with condition 4.1.
- 4.4 You are liable for all losses where you have acted fraudulently or with gross negligence in regards to the terms and conditions governing the issue of your Card.
- 4.5 You are liable for all losses if you have failed to notify us without delay on becoming aware of the loss, theft or misappropriation of your Card.
- 4.6 After such security checks as We may require, We will, at Our sole discretion and subject to condition below, either arrange for a replacement card to the value of the Available Balance on the Card at the time it was reported to Us to be issued to You, or refund such Available Balance to You (unless We believe that fraud may be involved).

- 4.7 Valid claims will be completed within 10 working days and if a replacement Card is issued we will charge you £8.90.

5. Additional Services

The following services will also be available to you for (where appropriate) valid numbers in the United Kingdom:-

- 5.1 text balance alerts at a fee of 5p per SMS; this service will provide You with an SMS text each time your Card is used and the text message will give You the latest Card balance;
- 5.2 text threshold alerts at a fee of 5p per SMS; this service will provide You with an SMS text once the balance remaining on the Card reaches a value which You can set;
- 5.3 the cost of each of the above services will be charged to your card
- 5.4 balance details via our 24/7 automated telephone service on 0344 7709015 quoting your Card number.

6. Charges

All charges by Us referred to in these Terms and Conditions will be

- 6.1 automatically deducted from the balance on your Card;
- 6.2 subject to variation as and when We require, subject to Us giving not less than 28 days prior notice of any such variation before making any deduction from your Card.

7. Expiry of your Card

Your Card will expire on the date printed on the Card following which it will no longer be valid and neither You nor any other person will be able to use the Card.

8. Redemption

- 8.1 The Card has been given to you. Therefore, You have no right of redemption nor any right to require the Purchaser to exercise a right of redemption.

9. Disputes with Retailers

- 9.1 For the avoidance of doubt, We will not be liable for any Goods paid for with the Card. Any queries or complaints concerning such Goods must be addressed to the relevant Retailer.
- 9.2 Once You have used your Card to make a purchase We cannot stop such purchase and the amount of that purchase will be debited to the Card immediately the purchase is completed.
- 9.3 Each Retailer will have its own return policy and will handle your returns in accordance with that policy. If a Retailer becomes liable to make a refund to You, the Retailer cannot credit the amount of such a refund to the Card; refunds are between You and the Retailer.
- 9.4 If at any time you believe that a purchase has been incorrectly debited to your Card You must let Us know as soon as possible but in any case within 28 days of the disputed transaction by either telephoning Card Services or by e-mail via the 'contact us' section of our website www.love2shop.co.uk/services. We will make all reasonable endeavours to resolve your query as soon as possible. If your query is in Our reasonable opinion, unfounded then we reserve the right to charge an administration fee of £10.00.

10. Regulation and Protection

- 10.1 PCS is authorised and regulated by the Financial Conduct Authority (registration number 900016) to carry on the regulated activity of issuing E-money.
- 10.2 Although the E-money product is regulated by the Financial Conduct Authority, it is not covered by the Financial Services Compensation Scheme. This means that in the event that PCS becomes insolvent, any E-money on your card may become valueless and unusable and may be lost. No other compensation scheme exists to cover losses claimed in connection with Cards.

11. Complaints

- 11.1 If You have a complaint concerning your Card or our service then please contact Us by calling Card Services or on-line at www.love2shop.co.uk/services.

- 11.2** All complaints will be dealt with as quickly and as fairly as possible in accordance with our complaints procedure, details of which can be obtained by telephoning Card Services.
- 11.3** If We fail to resolve your complaint You can always refer it to:-
Financial Ombudsman Service
Exchange Tower, London E14 9SR
Telephone 0800 023 4 567

12. Our Liability

- 12.1** We cannot guarantee that a Retailer will accept your Card. The reasons for any non-acceptance or non-authorisation could be beyond our reasonable control, for example a system failure or a concern by the Retailer that your Card is being mis-used.
- 12.2** We shall not be liable to You for any loss or damage You may suffer in the event that a Retailer refuses to accept your Card.

13. Data Protection

We are committed to maintaining all data which we collect and process in accordance with the requirements of all applicable data protection legislation, including the General Data Protection Regulations (GDPRs) and the Data Protection Act 2018. We will take reasonable steps to ensure that all personal data concerning You or Your Card is kept secure against unauthorised access, loss, disclosure or destruction. Further details are contained within our Privacy Policy and Cookie Policy, links to which can be found at the footer of our website www.love2shop.co.uk. By using Your Card and/or otherwise providing us with Your personal data You agree to the terms contained within our Privacy Policy and Cookie Policy.

14. Card Services

You can contact Card Services as follows:-

- 14.1** for a general enquiry on 0344 3750739 between the hours of 9am and 5pm Monday to Friday; or
- 14.2** for a lost or stolen Card or balance details on 0344 7709015 available 24 hours a day, 7 days a week.

The geographical address at which we may be contacted is our registered office address as set out above.

You can request a copy of this Agreement during its term.

15. Rights of Third Parties

These Terms and Conditions do not create any right enforceable by an person who is not a party to them, except that:-

- 15.1** these Terms and Conditions may be enforced by Us;
- 15.2** a person who is the permitted successor or assignee of the rights of a party referred to in these Terms and Conditions is deemed to be a party to these Terms and Conditions and the rights and obligations of such successor or assignee shall, subject to and upon any succession or assignment permitted by these Terms and Conditions, be regulated by these Terms and Conditions.

16. Governing Law and Jurisdiction

These Terms and Conditions shall be governed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales. All communications with you will be in English.

17. Variation

- 17.1** We may vary these Terms and Conditions as and when We require (including, without limitation, changing existing fees or introducing new fees), provided that We have given You not less than 2 months' prior notice of any such variation, unless a change in the law does not allow Us to provide You with 2 months' prior notice.
- 17.2** When We notify You of a change to these Terms and Conditions, You will be deemed to have accepted the notified change unless You notify Us that You do not agree to the change prior to the change taking effect. In such circumstance, We will treat Your notice to Us as notification that You wish to terminate these Terms and Conditions immediately and without charge.

17.3 Notification of any changes will be provided to You by email, by post, via Our website, and/or by other agreed means and You agree that this is an appropriate method to vary these Terms and Conditions.