

The Terms and Conditions

Please read these Terms and Conditions carefully. YOUR ATTENTION IS DRAWN TO PARAGRAPHS 9, 10, 11, 13 AND 14 IN PARTICULAR WHICH DEAL WITH THE EXPIRY OF GIFT CARDS AND ANY MONIES PLACED ON THEM, AND THE LIABILITY OF THE COMPANIES DETAILED IN PARAGRAPH 1 WHO ARE RESPONSIBLE FOR THE GIFT CARD SCHEME.

1. WHO ARE WE?

Gift Cards are distributed by Hammerson Operations Limited for the Centre and are issued by Newcastle Building Society pursuant to license by MasterCard international or its affiliates. The production of the Gift Cards and the technology systems required to operate the Gift Cards are provided by Flex-e-vouchers Ltd. Flex-e-vouchers Ltd also provides customer support for Gift Cards as set out in paragraph 12 below.

2. GIFT CARDS

A Gift Card is a pre-paid debit card which may be used to pay for goods and services at retailers in the Centre that accept MasterCard Maestro. You may deposit any value up to £1,000 on the Gift Card, subject to a minimum amount of £5.00. The Gift Card it will be activated at the point of purchase and the monies on the Gift Card will be available for use one hour after purchase.

3. IDENTIFICATION REQUIRED FOR PURCHASE OF GIFT CARDS

3.1 Before you apply for the Gift Card you will be required to provide the following information:

3.1.1 For deposits under £100 we will record your name and address and date of birth.

3.1.2 For deposits of between £100 and £650 we will record your name and address and date of birth. We will require you to provide one form of ID. Acceptable forms of ID are a passport; driving license; national ID card; original correspondence from a Government department (HMRC, Local Authority Housing Benefit, State or Local Authority Education or Grant, Department for Work & Pensions); or an original bill (Bank/Building Society/Credit Card/Mortgage statement, Council Tax demand or statement, Utility Bill excluding mobile telephone bill).

3.1.3 For deposits of between £650 and £1000 we will record your name and address and date of birth. We will require you to provide one form of photographic ID (passport, driving license, or national ID card) or two forms of other ID. Acceptable forms of other ID are original correspondence from a Government department (HMRC, Local Authority Housing Benefit, State or Local Authority Education or Grant, Department for Work & Pensions); or an original bill (Bank/Building Society/Credit Card/Mortgage statement, Council Tax demand or statement, Utility Bill excluding mobile telephone bill).

4. **ISSUING FEE**

No issue fee will be charged to customers in respect of the purchase of Gift Cards. A purchaser of a Gift Card will only be charged for the amount of any deposit placed on the Gift Card.

5. **CANCELLATION PERIOD AND REFUND PROCEDURE**

- Only the person who has purchased the Gift Card will be able to request a refund, subject to proof of identity, production of the original receipt and the return of the Gift Card. Any refund will be made by the method used for the original purchase of the Gift Card.
- Should you wish to cancel your Gift Card please return it to the Customer Services Desk at the Centre, unsigned and unused with your receipt within 14 days of purchase and a full refund will be made.
- After 14 days only the balance remaining on the Gift Card will be refunded and any refund will be subject to a £5 administration fee to cover the costs of processing the refund and cancelling the Gift Card.

6. **HOW TO USE THE GIFT CARD**

- A Gift Card may be used by the purchaser of the Gift Card or it may be given to another person as a gift. The Gift Card should be signed on the reverse by the person who will be using the Gift Card prior to use.
- All payments made using the Gift Card must be verified by signature on the transaction slip in the presence of the retailer. For security purposes, retailers may decline to accept Gift Cards that are not verified by the signature of the named signatory.
- The Gift Card may be used in full or part payment for purchases. In the case of part payment, the person using the Gift Card will be required to pay the outstanding amount of the purchase by an alternative means, for example, cash or debit or credit card.

7. **RESTRICTIONS ON USE OF GIFT CARD**

- A Gift Card cannot be topped up.
- A Gift Card cannot be used to withdraw cash at ATMs or at banks or to make payments on the Internet.
- A Gift Card is not linked to a bank account and is not a cheque guarantee card, charge card or credit card nor does it attract interest on the balance.
- A Gift Card may not be used for preauthorised regular payments, for any illegal purposes or for gambling.

Use of a Gift Card may be restricted if suspicious, fraudulent or illegal activities are identified.

8. **WHAT HAPPENS TO THE BALANCE?**

- The balance available on the Gift Card will be reduced by the value of each payment that is made using the Gift Card. If any payment is attempted that exceeds the remaining value on the Gift Card, the customer will be required to pay

the amount that exceeds the remaining value on the Gift Card by an alternative means, otherwise the transaction will be declined.

- You may check the available balance on your Gift Card or view a statement of recent transactions by visiting www.flex-e-card.com, or alternatively by calling Customer Services in accordance with paragraph 12 below. You will be required to provide the Customer Passcode which is printed on the receipt supplied with the Gift Card.
- You are responsible for maintaining the confidentiality of the Customer Passcode. If your Gift Card has been purchased for you, please be aware that the Customer Passcode may have been seen by the person who purchased the Gift Card. If you believe that the Customer Passcode has become compromised you should contact Customer Services as soon as possible and (subject to security checks) we will change the Customer Passcode.
- Balance enquiries are provided free of charge. Errors or disputes regarding transactions on a Gift Card should be notified as soon as possible to Customer Services in accordance with paragraph 12 below.

9. **CARD EXPIRY DATE**

The expiry date quoted on the face of the Gift Card is the card expiry date. AFTER THIS DATE THE GIFT CARD WILL NOT BE VALID FOR USE. PLEASE ENSURE THAT ALL MONIES DEPOSITED ON A GIFT CARD ARE USED PRIOR TO THE CARD EXPIRY DATE AND WITHIN 12 MONTHS OF THE DATE OF PURCHASE.

10. **EXPIRY OF MONIES DEPOSITED ON GIFT CARD**

- THE MONIES DEPOSITED ONTO A GIFT CARD WILL EXPIRE 12 MONTHS AFTER THE DATE OF PURCHASE OF THE GIFT CARD. This is different to the card expiry date shown on the front of the Gift Card.
- THE FINAL DATE AT WHICH ANY MONIES DEPOSITED ON A GIFT CARD MAY BE USED FOR PURCHASES IS PRINTED ON THE RECEIPT SUPPLIED WITH THE GIFT CARD. IF ANY BALANCE REMAINS ON THE GIFT CARD AFTER THIS DATE IT WILL NOT BE REFUNDED.

11. **PURCHASES FROM RETAILERS**

- Goods and services that are purchased using a Gift Card are purchased directly from the retail stores who are responsible to you for such goods and services. If you have any queries regarding any goods or services purchased from a retail store using a Gift Card or if you experience any problems or any other issues arise in respect of such goods and services, you will need to discuss this with the retail store directly.
- The goods and services sold by retail stores are not guaranteed or endorsed by Hammerson Operations Limited, the Centre, Newcastle Building Society or Flex-e Vouchers Ltd. Neither Hammerson Operations Limited, the Centre, Newcastle Building Society or Flex-e-vouchers Ltd are liable for the quality, safety, legality or any other aspect of any goods or services purchased using the Gift Card.

12. **CUSTOMER SERVICES**

- All telephone enquiries in connection with a Gift Card should be made to Customer Services on 0870 730 7343 or by writing to Flex-e-vouchers Ltd, Office 13, Telfords Yard, London E1W 2BS.
- If you are unsatisfied with any element of the service you receive, any complaints should also be made to Customer Services as set out above. Calls may be monitored or recorded. BT National Rate charges apply.

13. LOST, STOLEN OR DAMAGED GIFT CARDS

- If you lose your Gift Card or it is stolen or damaged please notify Flex-e-vouchers Ltd immediately by telephoning Customer Services in accordance with paragraph 12 above. You will be asked to provide your Gift Card number, Customer Passcode and other information to verify that you are the authorised cardholder. Following satisfactory completion of the verification process, Flex-e-vouchers Ltd will then immediately block any lost or stolen Gift Card to prevent unauthorised use and cancel any damaged Gift Card to prevent further use.
- PLEASE NOTE NEITHER HAMMERSON OPERATIONS LIMITED, THE CENTRE, NEWCASTLE BUILDING SOCIETY OR FLEX-E-VOUCHERS LTD WILL BE RESPONSIBLE FOR TRANSACTIONS PERFORMED USING LOST OR STOLEN GIFT CARDS PRIOR TO NOTIFICATION TO THE CUSTOMER SERVICES TEAM.
- Following notification a replacement Gift Card with the remaining balance will be dispatched to you by Flex-e-vouchers Ltd by post. A replacement fee of £5.95 per Gift Card will be debited to the remaining balance on the Gift Card to cover the costs of processing the notification, blocking or cancelling the lost, stolen or damaged Gift Card and issuing a replacement Gift Card, including postage and packing.

14. LIMITATION OF LIABILITY

Neither Hammerson Operations Limited, the Centre, Newcastle Building Society or Flex-e-vouchers Ltd will be liable for any:

- losses that were not foreseeable at the time of the purchase of the Gift Card;
- losses that were not caused by any breach on their part (each acting severally);
- business losses and/or losses to non-consumers.

In any event the liability of Hammerson Operations Limited, the Centre, Newcastle Building Society and/or Flex-e-vouchers Ltd will be limited to the value deposited on the Gift Card at the time of purchase of the Gift Card.

15. YOUR PERSONAL INFORMATION

- For the purpose of collecting personal information Flex-e-vouchers Ltd will comply with the Data Protection Act 1998. Your personal data will be processed in order to administer the Gift Card and to deal with any enquiries you have about the Gift Card. The personal data is used to satisfy the Know Your Customer requirements of the Financial Services Authority.
- Unless you have expressly 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 Card scheme.

- 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, Office 13, Telfords Yard, London, E1W 2BS.

16. **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 Card scheme. If any changes are made they will be publicised, and copies of the revised Terms and Conditions will be made available at Customer Services Desk and online at www.flex-e-card.com. Any changes to these Terms and Conditions that adversely affect the benefits of or use of the Gift Card will only apply to Gift Cards issued after the date that the change has been made.

17. **YOUR RIGHTS**

These Terms and Conditions do not affect any rights you may have at law. For further information about your rights please contact your local authority Trading Standards Department or Citizens Advice Bureau.

18. **FINANCIAL SERVICES AUTHORITY**

- All transactions performed using a Gift Card will be monitored and are subject to regulatory supervision by the Financial Services Authority.
- In the unlikely event any issues or complaints cannot be resolved through Customer Services or Flex-e-vouchers Ltd's internal complaints procedure, you may contact the Financial Ombudsman Service at: Address: South Quay Plaza, 183 Marsh Wall, London E14 9SR
Telephone: 0845 080 1800 or 020 7964 0500
E-mail: complaint.info@financial-ombudsman.org.uk
- The Financial Services Compensation scheme does not cover claims made in connection with using a Gift Card.

19. **LAW AND COURTS**

The law of England and Wales applies to these Terms and Conditions and the courts of England and Wales (or if you are resident in Scotland, the courts of Scotland or Northern Ireland, the courts of Northern Ireland) will deal with any legal proceedings between us.