

# Kildare Village Gift Card Cardholder Agreement - Single Load (T&Cs)

(Version Date 2 October 2020)

This Card is issued and managed by EML Payments Europe Limited ('we/us/our') for Kildare Village ('Distributor'). We are a leading provider of gift card solutions. In these conditions 'you' are the Card purchaser or user.

1. By using the Card, you agree to be bound by these terms and conditions ("T&Cs"). If you purchased the card for someone else the purchaser must give the user a copy of these T&Cs or advise the ultimate cardholder that these T&Cs are available online. The Card remains our property. You should retain the original receipt or record of purchase of the Card and the Card number as it may be required to provide you with customer services or to assist with respect to errors or if your Card is lost or stolen.

2. The Card is a prepaid gift card that is activated once purchased. It can only be used for purchasing goods and services in participating stores in Kildare Village with which we have commercial agreements requiring acceptance of the Card ('Merchants'), this list of Merchants is subject to change. The card cannot be used at ATMs or for online purchases or over the counter at financial institutions and does not allow cash out. The Card is not a credit card and is not linked to a deposit account.

3. The minimum balance that may be loaded to your Card is €5.00 and the maximum balance is €1,000.00. In certain situations we or Distributor may need to view your identity documentation before issuing a Card(s) to you in order to comply with our obligations to identify our customer. If you lose the Card and are permitted to receive a replacement Card, there may be a fee incurred and in such case the replacement Card fee will be advised at the time you request it.

4. If you wish to use the Card to make a purchase that exceed the available balance, this may be possible but at the Merchant's sole discretion. In such case please check with the Merchant prior to any proposed purchase and, if the Merchant consents, you will need to pay the difference by another method as agreed with the Merchant.

5. Subject to applicable law, on Cards purchased on or after 2nd November 2020 a maintenance fee in the amount of €2.50 per month will be deducted from your Card balance starting on the day after the 12 month anniversary of when the Card was purchased. If you purchased your Card on or after 2<sup>nd</sup> December 2019, your Card is valid for 60 months from the date of purchase. If your Card has reached its plastic expiry within this timeframe and can therefore no longer be used for purchases, you can obtain a new card ("New Card") loaded with any remaining funds from the Customer Service Desk within the Shopping Centre. This New Card is not reloadable. Your New Card will expire on the day after the 60 month anniversary of when the Card was purchased at which time the remaining available balance will be forfeited and we will not give you any notice before this happens.

6. The Card cannot be used to obtain or redeem cash and cannot be used for making direct debit, recurring, or regular instalment payments or for purchasing foreign currency. Authorisations may be declined at some Merchants. We are not liable in any way when an authorisation is declined for any particular transaction except where the authorisation has been declined because of an act or omission on our part.

7. The Card is like cash and may not be replaced if misused, lost, stolen or damaged and no financial compensation scheme exists with respect to the Card. You are responsible for all transactions on the Card, except where there has been fraud or negligence by our staff or agents. If you notice any error relating to the Card or you lose your card then you should notify Gift Card Support immediately on 01 5133656.

8. If you have a problem with a purchase made with the Card, or a dispute with a Merchant, you must deal directly with the Merchant involved.
9. We may restrict or stop the use of the Card if suspicious activities are noticed or we do not receive funds from you in the full amount of the activated balance of the Card.
10. Any refunds on Card transactions are subject to the policy of the specific Merchant. If the Card expires or is revoked before you have spent any funds resulting from a refund (whether or not the original transaction being refunded was made using the Card) then you will have no access to those funds.
11. You are responsible for checking your transaction history online and knowing your available balance. You can view your balance and transaction history at [www.getmybalance.com](http://www.getmybalance.com) (free of charge) or obtain the balance by calling the dedicated balance enquiry line on 1890 943045 or Gift Card Support on 01 5133656. We reserve the right to correct the available balance of your Card if we believe a clerical or accounting error has occurred.
12. Information (which may include your personal information, if you have provided it to us or the Distributor) may be disclosed to third parties about the Card, or transactions made with the Card, where required by law, to operate the Card and process transactions, to prevent financial crime, to provide you with services you request and if necessary to notify you of any service changes. Disclosure will also be made to countries outside the European Economic Area ("EEA"). We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with our privacy policy and the Data Protection Act 2018, our privacy policy can be viewed at <https://emlpayments.com/privacy> and our Distributor's privacy policy can be viewed at <https://www.tbvsc.com/kildare-village/en/legal/website-privacy-notice/>.
13. If you purchased the Card online or over the phone then you may cancel the purchase within 14 days of the date you receive the Card by contacting Gift Card Support on 01 5133656. Any available balance will be refunded to you.
14. We reserve the right to change these T&Cs at any time without notice. Any changes to the T&Cs can be viewed at [www.getmybalance.com](http://www.getmybalance.com).
15. The Distributor's gift card program may be terminated. If your Card cannot be used after termination, you will be entitled to surrender and redeem your Card to the amount of the available balance at time of redemption.
16. We and the Distributor will have no liability for unauthorised access to, or use of your Card or for any delay or inability to use the Card or if we have suspended the use of the Card in accordance with these T&Cs. We and the Distributor make no warranty or representation, whether express or implied with respect to the Card, purchases made with the Card including but not limited to any warranty regarding quality or fitness for a particular purpose, or whether the Card will always be accessible or accepted. Nothing in this agreement limits our or the Distributor's liability where it cannot be limited or excluded at law.
17. We are incorporated in England and Wales with company number 05852181 with our registered office and correspondence address at 4<sup>th</sup> Floor, 11 Brindleyplace, Birmingham, B1 2LP. The laws of England will apply to these T&Cs and the English courts shall have exclusive jurisdiction.