### **TERMS AND CONDITIONS – OCEAN TERMINAL GIFT CARD**

### 1. INFORMATION ON WHO WE ARE AND THIS AGREEMENT

- 1.1 These terms and conditions apply to Ocean Terminal Gift Cards.
- 1.2 Gift cards are distributed by Ocean Terminal Ltd and are issued by Wirecard Card Solutions Ltd, Floor 3-5 Grainger Chambers, 3-5 Hood Street, Newcastle upon Tyne, NE1 6JQ, United Kingdom. In this agreement, "We", "Us" or "Our" refers to Wirecard Card Solutions Ltd, or any of the organisations described in sections 1.2 or 1.3 acting on behalf of Wirecard Card Solutions Ltd.
- 1.3 The production of the Gift Cards and the technology systems required to operate the Gift Cards are provided by Flex-e-vouchers Ltd (registered in the United Kingdom) and Global Processing Services FZLLC (registered in Dubai). Flex-e-vouchers Ltd also provides customer support for Gift Cards as set out in section 13 below
- 1.4 This document sets out an agreement between you and us governing the possession and use of the Gift Card. This agreement will last for a period of 12 months, starting on the date that the Gift Card was purchased. This agreement and all communications between you and us shall be in the English language.

#### 2. GIFT CARDS

- 2.1 A Gift Card is a prepaid payment card which may be used to pay for goods and services at participating retailers within the shopping centre whose name appears on the Gift Card. You are not permitted to use the Gift Card at retail locations outside the shopping centre whose name appears on the Gift Card. The card is not designed to be used for mail order, telephone order, or Internet transactions. Like any payment card, we cannot guarantee that a particular retailer will accept the card please check with the retailer before attempting the transaction if you are unsure. You are recommended to keep track of your ongoing balance and communicate this to retailers at time of use.
- 2.2 The Gift Card is not covered by the Payment Services Regulations 2009 or the Electronic Money Regulations 2011. The purchase of a Gift Card is the purchase of a means of payment, it is not a deposit. You will not earn interest on the balance of the card.
- 2.3 The card and associated balance are valid for a period of 12 months from the date of purchase (or date we accept payment for your order in the case of cards purchased on the Internet). Your Gift Card will cease to be valid 12 months from the date of purchase. On that date, the card will cease to function and you will not be entitled to use the card.
- 2.4 If the card was purchased in the shopping centre, the maximum value that may be loaded onto the card is £1,000. The Gift Card will be activated at the point of purchase and the monies on the Gift Card will be available for use one hour after purchase.
- 2.5 If the Gift Card was purchased over the Internet, the maximum value that may be loaded onto the card is £1,000. The Gift card will require activation upon receipt. You can activate the card by calling 0844 77 44 277. Monies on the Gift Card will normally be available for use one hour after activation.
- 2.6 Additional funds cannot be loaded onto the Gift Card after initial purchase, except in the case where a retailer refunds a transaction onto the Gift Card. Refunds usually take several days to reach your card, please see Section 12.4 for details.

### 3. IDENTIFICATION REQUIRED FOR PURCHASE OF GIFT CARDS

- 3.1 We may ask for evidence of your identity before we issue a Gift Card to you. We do this to prevent fraud and money laundering, and we also use this information to help us identify you and your card in the event that it is lost or stolen, or you want a refund of the card balance. We only keep this information as long as is necessary and for the purposes described. Please see Section 15 for more information.
- 3.2 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 you have presented to us, we reserve the right not to issue a Gift Card to you. Our decision shall be final, and we shall not be obliged to provide a reason for refusing to issue a Gift Card to you.
- 3.3 Where you apply for a card via the Internet, we may carry out certain electronic identity checks to verify your identity. When we carry out these checks, your personal information may be disclosed to credit reference agencies and fraud prevention agencies. These agencies may keep a record of the information and a footprint may be left on your credit file, although the footprint will denote that the search was not a credit check and was not carried out in support of a credit application. It is an identity check only, and will therefore have no adverse affect on your credit rating.
- 3.4 The purchase of or use of the Gift Card will indicate to us that you consent to the checks described in this agreement being undertaken.

# 4. FEES AND CHARGES

The table below describes fees and charges that apply to the purchase and use of the Gift Card:

Fee Description	Fee
Issue fee – for the sale and issuance of the Gift Card	£2.00
Administration fee – for the manual work involved in carrying out the redemption or refund of the remaining card balance	£9.95
Administration fee – for the costs of the card and administration work involved in replacing a lost, stolen or damaged card	£5.95

## 5. HOW TO USE THE GIFT CARD

- 5.1 A Gift Card may be used by the purchaser of the Gift Card or it may be given to another person as a gift. Prior to use, the Gift Card should be signed on the reverse by the person who will be using it.
- 5.2 We will be entitled to assume that a transaction was authorised by you where the magnetic stripe on the card was swiped by the retailer, where there is a signed sales slip, or where relevant information is supplied to the retailer that allows them to process the transaction. Normally, we will receive notification of your authorisation by way of an electronic message in line with the rules and procedures of the payment scheme network.
- 5.3 Once you have received your instruction to proceed with the transaction, the transaction cannot be stopped or revoked. Please refer to Section 12 of this agreement for more information. We will deduct the value of the transaction in Pounds Sterling from the remaining balance of the Gift Card. The retailer or service provider that has accepted your card for payment will normally receive payment within 5 working days.

- 5.4 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.
- 5.5 If you use a card for a transaction in a currency other than Pounds Sterling, the transaction will be converted to Pounds Sterling at a rate set by the payment scheme network. The exchange rate varies throughout the day and is not set by us, therefore we are not responsible for and cannot guarantee you will receive a favourable exchange rate. You can ask us for information about the exchange rate used after the transaction has been completed by contacting Customer Services.
- 5.6 Normally, we will be able to support transactions 24 hours per day, 365 days per year. However, we cannot guarantee this will be the case, and in certain circumstances for example a serious technical problem we may be unable to receive or complete transactions.

### 6. RESTRICTIONS ON USE OF GIFT CARD

6.1 A Gift Card may only be used for payment within a limited network of retailers within the shopping centre. You must not use or attempt to use your Gift Card outside the shopping centre.

- 6.2 A Gift Card cannot be topped up after purchase.
- 6.3 A Gift Card cannot be used to withdraw cash at ATMs or at banks. The card is not designed to be used for mail order, Internet, or other non face-to-face transactions.
- 6.4 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, nor may it be used as evidence of identity.
- 6.5 A Gift Card may not be used for preauthorised regular payments, for gambling, or for any illegal purposes.
- 6.6 Use of a Gift Card may be restricted without notice if suspicious, fraudulent or illegal activities are identified or suspected, if we believe you have not complied with these terms and conditions, or in the event of exceptional circumstances which prohibit the normal operation of the Gift Card.

#### 7. MANAGING YOUR GIFT CARD ACCOUNT

- 7.1 The balance available on the Gift Card will be reduced by the value of each payment that is made using the Gift Card. Where you have used the card to pay for goods or services, the value of the transaction plus any relevant fees or charges will be paid to the retailer or service provider via the payment scheme network.
- 7.2 If any payment is attempted that exceeds the remaining value on the Gift Card the transaction will be declined. If you know the remaining value on your Gift Card you may be able to make a partial payment to use this value and separately pay the difference by alternative means, such as with cash or a different card. Not all retailers support this functionality, please check with the retailer before attempting to carry out a split payment.
- 7.3 You may check the available balance on your Gift Card or view a statement of recent transactions by
  - visiting www.flex-e-card.com and using the balance check service,
  - calling Customer Services on 0844 77 44 277 (note that calling costs may apply check with your phone provider),
  - SMS text message send BAL followed by the last 8 digits of your Gift Card to 60030, e.g. BAL 12345678. A fee of 25p + standard network charge
    will apply for this service. This fee will be handled by your network operator, and will be deducted from the balance of your mobile phone credit
    or added to your next mobile telephone bill.

### 8. EXPIRY OF THE GIFT CARD AND YOUR RIGHT TO REDEEM

- 8.1 Your Gift Card will cease to be valid 12 months from the date of purchase this is referred to as the "expiry date". On that date, the card will cease to function and you will not be entitled to use the card. The associated balance of the card (if any) at the expiry date will be forfeited, therefore you should use the full value of the card before its expiry date. Any funds forfeited will be used for the ongoing operation of the gift card programme.
- 8.2 For a period of 90 days starting from the expiry date, you will be entitled to redeem the remaining balance of the card at the time of expiry, subject to an administration fee of £9.95 and providing that we are satisfied that you are the rightful owner of the Gift Card. We may ask you to provide evidence of ownership of the Gift Card before carrying out the redemption, for example by providing us with a scanned copy of the Gift Card, and we may also require evidence of your identity.
- 8.3 In some cases, the expiry date printed on the card face is different from the date on which the card will expire. If you are in any doubt as to the actual expiry date of the card, you should call us on 0844 77 44 277.

## 9. CANCELLATION PERIOD AND REFUND PROCEDURE

- 9.1 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 returning funds to the source of the original Gift Card purchase; for example if the card was purchased using a credit card, funds will be returned to that credit card.
- 9.2 The purchaser of the card is entitled to a 14-day 'cooling off' period. 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.
- 9.3 After 14 days from the date of purchase only the balance remaining on the Gift Card will be refunded and any refund will be subject to a £9.95 administration fee to cover the costs of processing the refund and cancelling the Gift Card.
- 9.4 If you request redemption of the remaining balance in accordance with conditions 9.2 or 9.3, we will interpret this as your withdrawal from this agreement and we will retain the Gift Card.

### 10. KEEPING YOUR GIFT CARD AND DETAILS SAFE

10.1 You are responsible for keeping your Gift Card and its details safe. This means you must take all reasonable steps to avoid the loss, theft or misuse of the Gift Card or details. Do not disclose the Gift Card details to anyone except where necessary to complete a transaction. You should be happy that the retailer or service provider is genuine and has taken adequate steps to safeguard your information before proceeding with the transaction and supplying them with the physical card or details.

### 11. LOST, STOLEN OR DAMAGED GIFT CARDS

11.1 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 Section 13 of this agreement. You will be asked to provide your Gift Card number 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

- 11.2 If we believe you have acted fraudulently or you have intentionally or with gross negligence failed to keep your Gift card and/or details of its security features safe, you will be held liable for all transactions. We may limit your liability to a maximum of £50 for lost or stolen Gift Cards prior to you notifying our Customer Services team of the loss or theft, however it is important that you contact us as soon as you can. If we believe you have delayed notifying us or acted negligently, you may be held liable for the full amount.
- 11.3 After you have notified us of the loss, theft or damage of your Gift Card and providing that we are able to identify your card and satisfy certain security checks, you will be able to collect a replacement card from the shopping centre according to instructions given to you by our customer support team. A cancellation and replacement fee of £5.95 per Gift Card will be deducted from the remaining balance on the Gift Card, or you may elect to pay the fee separately. Replacement cards can only be collected up to the expiry date of the original card (as detailed in 8.1). The replacement card will be valid for a period of 12 months from the date that you collect the replacement card. The cooling off period described in Section 9.2 does not apply to replacement cards.

#### 12. PURCHASES FROM RETAILERS AND TRANSACTION DISPUTES

- 12.1 We are not responsible for the safety, legality, quality or any other aspect of the goods and services purchased with the Gift Card.
- 12.2 If you believe you did not authorise a particular transaction, or if you have any dispute over the goods or services purchased, you should contact Customer Services by calling 0844 77 44 277.
- 12.2.1 If you identify a transaction that you believe was unauthorised or incorrectly carried out, you must notify us without undue delay and in any event, not more than 13 months after the date of the transaction. If we believe you have failed to notify us without undue delay we will not be able to assist you with the dispute
- 12.2.2 If we have reason to believe that you have acted fraudulently or with gross negligence based upon evidence available to us at the time, we will investigate the circumstances of the case, and may refuse to return the value of an unauthorised or incorrectly executed transaction until we have completed our investigation and are satisfied that you are entitled to redress.
- 12.2.3 Providing that you have notified us of an unauthorised or incorrectly executed transaction without undue delay and you have not acted fraudulently or with gross negligence, we will restore your Gift Card to the position it would have been had the unauthorised or incorrectly executed transaction not taken place.
- 12.3 In certain circumstances, a transaction will be initiated but not fully completed. Where this happens, this may result in the value of the transaction being deducted from the Gift Card balance and therefore unavailable for use we refer to this as a "hanging authorisation" or "block". In these cases, you will need to contact our Customer Service team and present relevant evidence to show that the transaction has been cancelled or reversed.
- 12.4 Where a retailer provides a refund for any reason (for example, if you return the goods as faulty) it can take several days for the notification of the refund and the money itself to reach us. As such, please allow 5-10 days from the date the refund was carried out for the refund to be applied to your Gift Card account.

### 13. CUSTOMER SERVICES

- 13.1 All telephone enquiries in connection with a Gift Card should be made to Customer Services by calling 0844 77 44 277 or by writing to Customer Services, Flex-e-vouchers Ltd, Unit 3A Waterloo Square, Waterloo Road, Newcastle upon Tyne NE1 4DR. 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.
- 13.2 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.

### 14. LIMITATION OF LIABILITY

- 14.1 None of the organisations described in Sections 1.2 and 1.3 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 the organisations described in Sections 1.2 and 1.3 will be limited to the value loaded on the Gift Card at the time of purchase.

- 14.2 If you have used your card or allowed your card to be used fraudulently, in a manner that does not comply with these terms and conditions, for illegal purposes, or if you have allowed your Gift Card or details to be compromised due to negligence you will be held responsible for the use and misuse of the card. We will take all reasonable and necessary steps to recover any loss from you, and there shall be no maximum limit to your liability except where relevant laws or regulations impose such a limit. This means you should take care of your Gift Card and details and act responsibly, or you will be held liable.

  14.3 Providing that you have taken all reasonable care necessary, and in consideration of the conditions of sections 12 and 14.2, the maximum liability you will have for misuse of a lost or stolen Gift Card or misuse of the Gift Card details will be £50.
- 14.4 The Financial Services Compensation Scheme (FSCS) does not apply to this Gift Card product. This means in the event that Wirecard Card Solutions Ltd became insolvent, your Gift Card may cease to function and may become valueless, and you could lose the monetary value of the Gift Card. You will not be able to reclaim this money from the FSCS.
- 14.5 Although the FSCS does not apply to your Gift Card, Wirecard Card Solutions Ltd and its commercial partners will undertake reasonable endeavours to keep your money safe, including holding funds in designated client accounts. We take protection of your money seriously, and will be happy to discuss this with you if you have any concerns or questions.

# 15. YOUR PERSONAL INFORMATION

- 15.1 We collect certain information about the purchaser and the users of the Gift Card in order to operate the Gift Card programme. For the purpose of collecting personal information Flex-e-vouchers Ltd and Wirecard Card Solutions Ltd are Data Controllers as described in the Data Protection Act 1998. Flex-e-vouchers Ltd and Wirecard Card Solutions Ltd appear on the ICO Data Controllers Register.
- 15.2 Your personal data will be processed by all of the organisations described in Sections 1.2 and 1.3 of this agreement in order to administer the Gift Card and to deal with any enquiries you have about the Gift Card. In order to provide customer service and administer your account, we may utilise the services

of data processors, and may transfer your data outside the EEA. When 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.

15.3 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 Card scheme.

15.4 By purchasing or using the Gift Card, 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-evouchers Ltd, Unit 3A Waterloo Square, Waterloo Road, Newcastle upon Tyne, NE1 4DR and Wirecard Card Solutions, Floor 3-5 Grainger Chambers, 3-5 Hood Street, Newcastle upon Tyne, NE1 6JQ.

### 16. CHANGES TO THESE TERMS AND CONDITIONS

16.1 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 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 Services Desk and online at www.flex-e-card.com.

16.2 Due to the nature of Gift Card programmes, it is often difficult or impossible for us to contact each individual cardholder in the event of a change to these terms & conditions. It is therefore the responsibility of both the Gift Card purchaser and the recipient to check the website www.flex-e-card.com regularly for changes to terms & conditions. We will assume that you have done so, and will be entitled to assume you have accepted any changes to these terms & conditions unless you notify us otherwise. We will deal with any such circumstances on a case-by-case basis.

### 17. LAW AND COURTS

17.1 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 us.