

EML Gift Card Terms and Conditions

These terms and conditions (“**T&Cs**” or “**Agreement**”) apply to your Prepaid Non-Reloadable Mastercard® (“**Gift Card**” or “**Card**”) for use in Blanchardstown Centre (“**Shopping Centre**”), as operated by Blanche Retail Nominee Limited. You must read them carefully. In these terms and conditions “you” means the named Gift Card holder and the authorised user of the Gift Card. “**We**”, “**us**” or “**our**” means EML Money DAC. “**Website**” means our website at www.emlretail.com.

1. Gift Card Issuer

Your Card and the e-money associated with your Card is issued by EML Money DAC, whose principal office is Second Floor, La Vallee House, Upper Dargle Road, Bray, Co. Wicklow, A98 W2H9, ROI, which is authorised by the Central Bank of Ireland under the Electronic Money Regulations 2011 (Register Ref: C95957).

2. Your Gift Card

- 2.1. Your Gift Card is a commercial payment card which may be used to pay for goods and services at participating retailers in the Shopping Centre.
- 2.2. Before using the Gift Card, it is your responsibility to ensure that there are sufficient funds loaded on it to cover your purchase. You will not be able to use your Gift Card after its expiry date. The Gift Card belongs to us.
- 2.3. Your Gift Card is not a credit card and is not in any way connected to your bank account. You will not earn any interest on any funds loaded on your Gift Card.
- 2.4. By using the Gift Card, you are agreeing to these terms and conditions.

3. Applying for your Gift Card

In order to purchase a Gift Card, you must be at least 18 years old and a ROI resident. Depending on the amount you intend to load on the Gift Card, we may require evidence of who you are and your address. We may ask you to provide some documentary evidence to prove this and/or we may carry out checks on you electronically. You must sign the signature strip on the back of the Gift Card as soon as it is received. Please see Data Protection (section 19) below for more information.

4. Loading your Gift Card

The amount you can load onto your card is up to a maximum amount set out in section 6 below, following the successful completion of the due diligence requirements. We require name and address for all load transactions. For orders over the amounts set out in section 6 below, we will require government issued photographic identification. We reserve the right to refuse to accept any particular loading transaction. Upon receipt and clearance, your funds will be available for use on the Gift Card without delay.

5. Click and Collect Codes

- 5.1. A click and collect code is an alphanumeric code which can be purchased online, when provided to appropriate customer service staff within the Shopping Centre, can be exchanged in return for a Gift Card.
- 5.2. A click and collect code is valid for a period of 12 months from the date of purchase. If a click and collect code is not exchanged in return for a Gift Card within 12 months of the date of purchase the click and collect code will cease to function and you will no longer be entitled to use it. We refer to the date on which a click and collect code expires as the expiry date. The monetary balance associated with the click and collect code shall be subject to the same redemption provisions of a Gift Card as set out in section 14 below.

- 5.3. In the event that you exchange one or more click and collect codes, the associated Gift Cards shall be:
- 3.3.1. activated at the time of exchange; and
 - 3.3.2. valid for a period of 24 months from the date of activation.
- 5.4. A click and collect code may only be exchanged in return for a Gift Card within the Shopping Centre.
- 5.5. A click and collect code is not permitted to be exchanged in return for cash, credit, foreign currency or any other monetary instrument.
- 5.6. The original purchaser of a click and collect code is entitled to a fourteen--day cooling off period. If you wish to cancel your unused click and collect code please contact customer services in accordance with section 21 below.

6. Using your Gift Card

- 6.1. Detailed instructions on how to use your Gift Card are found on the Website. You will need to follow these instructions when using your Gift Card. We will deduct the value of your transactions from the balance on your Gift Card as soon as they are made. We will also deduct any applicable fees as soon as they become payable by you. Please see our Fees section below for details of our fees.
- 6.2. The following limits shall apply to your Gift Card:

Limits	
Max Load / Balance	€2,500
Orders Requiring government issued ID	Over €150
Minimum load	€10
Max number of Transaction in a 24-hour period	Ten

7. Transaction Disputes and Card Suspension

- 7.1. For fraud prevention reasons, your card usage may be queried and we may block further usage. In such circumstances, you can simply contact our customer support team on www.emlretail.com/FAQ or phoning 01-513-4787 or visit a customer service desk in the Shopping Centre to request to have your card reinstated.
- 7.2. We may ask you to stop using your Gift Card and return it to us or destroy it. We may at any time suspend, restrict or cancel your Gift Card or refuse to issue or replace a Gift Card for reasons relating to the following:
- a) we are concerned about security of your account or Gift Cards we have issued to you;
 - b) we suspect your account is being used in an unauthorised or fraudulent manner; or
 - c) we need to do so to comply with applicable law.
- 7.3. If we do this, we will tell you as soon as we can or are permitted to do so after we have taken these steps. Like other payment cards, we cannot guarantee a retailer will accept your Gift Card. We may also refuse to pay a transaction:
- a) if we are concerned about security of your Gift Card or we suspect your Gift Card is being used in an unauthorised or fraudulent manner;
 - b) if sufficient funds are not loaded on your Gift Card at the time of a transaction to cover the amount of the transaction and any applicable fees;
 - c) if there is an outstanding Shortfall on the Gift Card in accordance with section 17.4;

- d) if we have reasonable grounds to believe that you are acting in breach of this Agreement;
 - e) if we believe that a transaction is potentially suspicious or illegal (for example, if we believe that a transaction is being made fraudulently); or
 - f) because of errors, failures (whether mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions.
- 7.4. If we refuse to authorise a transaction, we will, if practicable, tell you why before, or immediately after, such refusal, unless it would be unlawful for us to do so. You may correct any information we hold and which may have caused us to refuse a transaction by contacting us on www.emlretail.com/FAQ or phoning 01-513-4787.
- 7.5. If a transaction initiated by a merchant (for example, this happens when you use your Card in a shop) has been incorrectly executed and we receive proof from the retailer's payment service provider that we are liable for the incorrectly executed transaction, we will refund immediately the transaction fees and any associated transaction fees and charges payable under this Agreement.
- 7.6. We are not liable for any incorrectly executed transactions if we can show that the payment was actually received by the retailer's payment service provider, in which case they will be liable. If a transaction initiated by you has been incorrectly executed by us, we will refund without undue delay the transaction and any associated transaction fees and charges payable under this Agreement except where any payment instructions you gave us were incorrect, in which case we will make reasonable efforts to recover the funds but may charge you a reasonable fee to cover our administration costs, of which we will notify you in advance. We execute transactions in accordance with the transaction detail received.
- 7.7. Where the detail provided to us is incorrect, we will not be liable for incorrectly executing the transaction, but we will make reasonable efforts to recover the funds involved. In such a case we may charge you a reasonable fee to cover our administration costs, of which we will notify you in advance.

8. Registering your card and using your Account

- 8.1. We recommend that you register your card by creating an account on www.emlretail.com/balance. This will enable you to manage your card through our Website.
- 8.2. You understand and agree that you will not receive card statements on paper from us regarding the operation of your Card. You can view your available balance and transactions on the Website together with the date of receipt or transmission (the credit or debit value date), the fees charged and, where applicable, any exchange rate used on the Website at any time. Each transaction is given a unique transaction ID and shown in the transaction history. We will not alter or amend information displayed in your online transaction history. It is your responsibility to regularly review your transaction history to identify unauthorised transactions.

9. Authorising Transactions

- 9.1. Subject to the features of the particular Gift Card, the authorisation of a transaction can include authorising any single transaction, a series or recurring transactions (including transactions for an indefinite period) or pre-authorising future transactions of a certain or uncertain amount.
- 9.2. A Gift Card transaction will be regarded as authorised by you where you authorise the transaction at the point of sale by following the instructions provided by the merchant or retailer to authorise the transaction, which may include the magnetic strip on the Card being swiped by the retailer.
- 9.3. Authorisation for a transaction may not be withdrawn (or revoked) by you after the time it is received. However, any transaction which is agreed to take place on a date later than the date it was authorised may be withdrawn if you or an additional cardholder gives notice to the merchant (providing a copy of the notice to us), as long as such notice was provided no later than the close of business on the business day before it was due to take place.

- 9.4. We may charge you a fee if a transaction is revoked by you under this condition. Please see our Fees table in Section 17 below.
- 9.5. We will pay the funds required by the retailer or merchant to cover the transactions authorised by the end of the following business day after us receiving their request. A transaction (the payment order) will be received as follows:
- a) for purchases, at the time we receive the transaction instruction from the merchant acquirer;
 - b) for other transactions which are communicated directly to us, at the time you ask us to complete the transaction;
 - c) for other transactions communicated directly to us where you ask us to complete the transaction after 7 days, the transaction instruction or request will be deemed to have been received by us on the following business day.

10. Cancellation and expiry of your Gift Card

- 10.1. If you order your Gift Card online, you have a legal right to cancel your Gift Card up to 14 days after you purchase the Gift Card without being charged the Redemption Fee – this 14-day period is known as the “Cooling-Off Period”. Under these terms and conditions, you also have the right to cancel your Gift Card at any time after the 14-day Cooling-Off Period without notice. If you cancel your Gift Card, once all transactions and fees have been deducted, we will arrange for any unused funds to be refunded to you, see “Refunding of Transactions on Your Gift Card” section below for further information. A redemption fee may be charged (as set out in section 17 “Fees” below) unless you have arranged to transfer any unused funds to another Gift Card managed by us, or you cancel your Gift Card within 14 days of receiving it.
- 10.2. We may also cancel your Agreement for any reason by giving you at least 2 months’ notice:
- a) if this Agreement or your card expires on a set date and we have not agreed to renew this Agreement;
 - b) if you break an important part of this Agreement, or repeatedly break this Agreement and fail to resolve the matter in a timely manner;
 - c) if you act in a manner that is threatening or abusive to our staff, or any of our representatives;
 - d) if you fail to pay fees or charges that you have incurred or fail to put right any Shortfall (as defined below in section 17); or
 - e) in the event of your death.
- 10.3. We may also cancel this Agreement or suspend your card or account immediately if we believe your Gift Card is deliberately being used by you to commit fraud or for other illegal purposes. If we do this, we will tell you as soon as we are permitted to do so. If your Gift Card is cancelled, we will immediately block your Gift Card so it cannot be used. You will not be entitled to a refund of money you have already spent on transactions authorised, or pending (unless such pending transaction is unauthorised) or any fees for use of the Gift Card before the Gift Card is cancelled or expires. You can cancel your Gift Card and this Agreement by contacting us via our Website, and confirming that you have destroyed your Gift Card.
- 10.4. If you cancel your Gift Card, once all transactions and fees have been deducted, we will arrange for any unused funds to be refunded to you, see "*Your Right to a Refund*" section below for further information. A Refund Fee may be charged (see section 17 Fees below) unless you have arranged to transfer any unused funds to another Gift Card managed by us, or you cancel your Gift Card within 14 days of receiving it.
- 10.5. Your Gift Card will be valid for a minimum of 24 months.
- 10.6. On expiry of your Gift Card, you will not automatically be provided with a replacement card however you may contact us to seek redemption of the remaining funds on your Gift Card by following the process described at Section 14.

10.7. When we issue a replacement Gift Card we may charge a fee. Please section 17 (Fees) for a summary of fees.

11. Keeping your Gift Card secure

11.1. You should treat your Gift Card like cash. If it is lost or stolen, you may lose some or all of your money on your Gift Card, in the same way as if you lost cash in your wallet or purse. As a result, you must keep your Gift Card safe and not let anyone else use it. You should sign the reverse of your card on receipt and ensure that it remains safe at all times.

11.2. We recommend that you check the balance on your Gift Card regularly online at the Website. We will provide you with your Gift Card balance and a statement of recent transactions either by electronic means or on our Website any time. You can download or print out your card statement at any time in real time from the Website and retain for your records. Your statement will show:

- a) information relating to each Gift Card transaction which will enable it to be identified;
- b) the amount of the Gift Card transaction paid or debited to the account;
- c) the amount of charges for the transaction; and
- d) the date the transaction is authorised or posted on to the account.

12. Lost and stolen Gift Card and unauthorised or incorrectly executed payments

12.1. You must tell us without undue delay by calling us on our 24-hour lost and stolen card helpline 01-513-4787 or by logging into your account if you know or suspect that a Gift Card is lost or stolen or that password is known to an unauthorised person or if you think a transaction has been incorrectly executed. In relation to a transaction that has been incorrectly executed, you must inform us no later than 13 months after the transaction amount has been deducted from your Gift Card to be eligible for a refund.

12.2. We will refund any unauthorised transaction immediately and we will limit your liability to €50 for any losses incurred in respect of unauthorised transactions arising from the use of a lost or stolen Card, or the misappropriation of the Card's details, except where:

- a) the loss, theft or misappropriation of the Gift Card was not detectable by you before the unauthorised transaction took place; or
- b) the loss was caused by acts or omissions of one of our employees or agents,
in which case you are not liable for any losses.

13. Our liability

13.1. We will not be liable for any loss arising from:

- a) any cause which results from abnormal or unforeseen circumstances beyond our control, consequences which would have been unavoidable despite all our efforts to the contrary;
- b) a retailer refusing to accept your Gift Card;
- c) our compliance with legal and regulatory requirements; or
- d) loss or corruption of data unless caused by our willful default.

13.2. We are also not liable for:

- a) business interruption, loss of revenue, goodwill, opportunity or anticipated savings; or
- b) any indirect or consequential loss.

13.3. Where, in respect of incorrectly executed transactions, sums are incorrectly deducted from your Card due to our fault, our liability shall be limited to payment to you of an equivalent amount.

14. Redeeming the funds on your Gift Card

14.1. You have the right to redeem the funds on your Gift Card at any time in whole or in part. To do so, please contact us via our Website or by telephone on 01-513-4787, requesting redemption and indicating the amount to be redeemed.

14.2. If you request redemption of all funds on your Gift Card, please confirm in writing that you have destroyed your Gift Card by cutting it up. When we process your redemption request, we may require you to provide us with documents such as identification so that we may process your request in accordance with legal requirements. We may also charge a redemption fee if one of the following circumstances applies:

- a) you are requesting redemption before termination or expiry of this Agreement;
- b) you cancel this Agreement before any agreed termination or expiry date; or
- c) you request redemption more than one year after the date of termination or expiry of this Agreement.

14.3. We will not redeem the value of the funds on your card to you if your request for redemption of the funds is more than six years after the date of termination or expiry of this Agreement.

14.4. Please see section 17 (Fees) for a summary of fees including redemption fees.

15. Refunding of Transactions on Your Gift Card

15.1. You may be entitled to claim a refund in relation to transactions where:

- a) we are responsible for a transaction which was incorrectly executed and you notified us in accordance with section 12 above;
- b) the transactions were not authorised under this Agreement;
- c) we are responsible for a transaction which was incorrectly executed and notified us in accordance with section 12 above;
- d) a pre-authorised transaction did not specify the exact amount at the time of its authorisation and the amount charged by a merchant is more than you could reasonably have expected taking into account normal spending patterns on the Gift Card or the circumstances of the transaction.

15.2. A claim for a refund in the circumstances set out in b) above will not be accepted if you did not inform us within thirteen (13) months after the unauthorised transaction amount has been deducted from your Card.

15.3. A claim for a refund in the circumstances set out in d) above will not be accepted if the amount of the transaction was made available to you at least four weeks before the transaction date or it is made more than 8 weeks after being debited to your account.

15.4. Any funds returned to the original purchaser under clauses 5.6 and 10.1 will be refunded in the same form as they were received. For example, if the original purchaser elected to pay for the click and collect code using a debit or credit card, the funds will be refunded to the same debit or credit card.

15.5. For other refunds, we will arrange an electronic transfer to your Gift Card or to a bank account nominated by you. However, to enable us to comply with our legal obligations, we may ask you to provide us with certain information before we can process your refund request.

16. Changes to these Terms

We may change these terms at any time by notifying you by e-mail or other agreed means at least two months before the change is due to take effect, if you have provided us with your email details. The up-to-date version

of the Gift Card terms and conditions will always be available on the Website. The change will automatically take effect and you will be taken to have accepted the notified change unless you tell us that you do not agree to the change. In that event, we will treat that notice as notification that you wish immediately to terminate. In such circumstances, we will refund any balance on the card in accordance with section 14 above and you will not be charged a Refund Fee.

17. Fees

- 17.1. We do not charge any fees for checking your on-line balance and transactions. However, the following fees do apply:

Fees	Amount (€)	Frequency	Additional Information
Customer service telephone enquiries	Local Call Rate	Per Call	
Upfront cost of card	0.00	N/A	
Card Maintenance Fee	3	Per month	Applicable on the first day of the thirteenth month following Card activation.
Lost / Stolen Replacement Fee	7.50	Per card	
Redemption / Refund Fee	10.00	Per account	
Merge Card Fee	5.00		

- 17.2. If we decide to increase or impose any new fees, we will notify you by at least two months before any changes take effect by posting the change to our Website in accordance with section 16 above.
- 17.3. Authorisation will be requested for all transactions at the time of each transaction. In the unlikely event, for any reason whatsoever, a transaction is completed when there are insufficient funds on the Gift Card for that transaction (a "**Shortfall**"), the Shortfall shall be reimbursed by you unless it is due to an error on the part of the retailer where the Gift Card was presented, in this circumstance we may seek the Shortfall from the retailer.
- 17.4. You agree that once we make this Shortfall known to you, we may charge you for the Shortfall amount. We may charge the amount of the Shortfall from any other Gift Cards that you hold with us, to any other payment method which you may designate at that time.

18. Your Details

You must let us know as soon as possible if you change name, address, phone number or e-mail address. If we contact you in relation to your Gift Card, for example, to notify you that we have cancelled your Gift Card or to send you a refund, we will use the most recent contact details you have provided to us. Any e-mail to you will be treated as being received as soon as it is sent by us. We will not be liable to you if your contact details have changed and you have not told us.

19. Data Protection

In purchasing the Gift Card and using it, you agree that we can use your personal information that you provide to us in accordance with our Privacy Policy. Our Privacy Policy is set out on the Website it includes details of the personal information that we collect, how it will be used, and who we pass it to. You can tell us if you don't want to receive any marketing materials from us.

20. Disputes with Retailers

If you have any disputes about purchases made using your Gift Card, you should settle these with the person you bought the goods or services from. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased with your Gift Card. Remember that once you have used your Gift Card to make a purchase we cannot stop that transaction. Your card is not a credit or debit card and does not provide you with any protection under the Consumer Credit Act 1995 or European Communities (Consumer Credit Agreements) Regulations 2010.

21. Customer Services

- 21.1. If you have an enquiry relating to your Gift Card, you can contact us via our Website. We will deal with your enquiry promptly. If you do not wish to enquire in this way you can alternatively call our customer service telephone line, or if your card has been lost or stolen, on 01-513-4787. The customer services telephone line is a chargeable service. Calls are charged at your local call rate.

22. Complaints

- 22.1. The Gift Card programme is managed by EML Money DAC. If you are unhappy in any way with your Gift Card or the way it is managed, tell us by using the e-mail enquiry facility on the Website so we can investigate the circumstances for you. Once received, EML will conduct an investigation and you will receive a response of our findings within 15 business days of receipt of the complaint. In exceptional circumstances where we are unable to reply within the first 15 business days, we will reply providing a reason for the delay and deadline for response, not more than 35 business days after first receipt of complaint.
- 22.2. Any complaints you have will be dealt with quickly and fairly. You may be able to take unresolved complaints to the Financial Services and Pensions Ombudsman at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: +353 (0)1 567 7000 and e-mail: info@fspoi.ie or by using their online facility to submit a complaint.

23. Transfer to a new Gift Card

We may transfer your unused balance to a new Gift Card provided by a card issuer other than EML Money DAC at any time. Before we do this, we will give you two months' notice of the new Gift Card arrangements and the new Gift Card terms and conditions. Unless you advise us within the two-month period that you do not want a new Gift Card from the new Gift Card issuer, you agree that we can automatically transfer the unused balance on your Gift Card to a new Gift Card provided by the new Gift Card issuer.

24. Fund Protection

As a responsible e-money issuer EML Money DAC ensures that once it has received your funds they are deposited in a secure account, specifically for the purpose of redeeming transactions made by your Gift Card. In the event that EML Money DAC becomes insolvent funds that you have loaded which have arrived with and been deposited by EML Money DAC are protected against the claims made by creditors.

25. Governing Law

This Agreement is concluded in English. All communications with you will be in English. These terms and conditions will be construed in accordance with Irish law.

The EML Prepaid Non-Reloadable Mastercard card is issued by EML Money DAC pursuant to a licence by Mastercard International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.