

# **CARDHOLDER AGREEMENT** **TERMS AND CONDITIONS**

(Version November 2011)

## **FOR A LARGER PRINT VERSION OF THIS DOCUMENT PLEASE CALL 0121 268 3210 OR GO TO WWW.GETMYBALANCE.COM**

**PLEASE READ CAREFULLY AND RETAIN FOR FUTURE USE:** This Agreement is between R. Raphael & Sons plc, StoreFinancial Services UK Ltd., and the Cardholder. This Agreement accompanies your Gift Card, and states the terms and conditions governing the use of your Gift Card, the latest version of which is posted online at [www.getmybalance.com](http://www.getmybalance.com). By purchasing, accepting, signing, or using the Gift Card, and in consideration for the right of all Cardholders to use the Gift Card, all Cardholders agree to be bound by the terms and conditions stated herein.

**The Terms and Conditions within this agreement may change from time to time as required by the Bank, SFS, the Shopping Centre or applicable law. To ensure your Cardholder Agreement is up to date please visit [www.getmybalance.com](http://www.getmybalance.com) or call 0121 268 3210 to request a copy.**

**Definitions.** As used herein, "Bank" means R. Raphael & Sons plc, Company Registration No.1288938 with its head office and registered office at Albany Court Yard, 47/48 Piccadilly, London, W1J 0LR. R. Raphael & Sons plc is a Bank, regulated and authorised by the Financial Services Authority under registration number 161302. "Cardholder" refers to the Purchaser of the Gift Card and all subsequent holders of the Gift Card, known or anonymous. "Gift Card" means the Gift Card that is accompanied by this Agreement. "Purchaser" means the original purchaser of the Gift Card. "Retailer" means a retail store or location which is authorised to accept the Gift Card. "SFS" means StoreFinancial Services UK Ltd. "Shopping Centre" means the shopping centre identified on the Gift Card. "We" and "us" and "our" collectively refer to Bank and SFS. "You" and "your" refer to the Cardholder.

**The Gift Card.** Your Gift Card is a pre-paid, single-load stored value card issued by the Bank. It is not a credit card. It cannot be reloaded with additional funds or value. Except as provided in this Agreement or required by law, your Gift Card is usable only to purchase goods and services, is only redeemable in accordance with this Agreement, and may not be used at a cash machine.

**Gift Card Use.** Purchaser may pre-pay and load a pounds sterling value onto the Gift Card to be used for future purchases of goods or services at Retailers. The Gift Card may be used up to, but not above, the available balance of its Gift Card account. When the Gift Card is purchased, the initial available balance of the Gift Card account will be the prepaid and activated value of the Gift Card. This initial available balance will be reduced by the amount of each purchase of goods or services; by the assessment of applicable fees described in this Agreement; and by other deductions, if any, required by law or this Agreement. No interest, dividends, or other earnings will accrue or will be due, paid or credited to any Cardholder on the balance of the Gift Card account. The Gift Card account will automatically terminate when it has a zero balance. After the Gift Card account is terminated, transactions on the Gift Card will be declined. If your Gift Card is used to make a purchase below the available balance, the remaining balance after purchase will not be paid in cash to Cardholder but may be used to purchase other goods or services at a Retailer. Purchases in an amount above the balance of the Gift Card account will be declined by a Retailer. To make such a transaction, Cardholder must combine the use of the Gift Card with another acceptable form of payment. Some Retailers may refuse to facilitate such split transactions. You agree and understand that we are not responsible for the refusal of a Retailer to accept the Gift Card in a split transaction.

**Limitations on Use.** The Gift Card is not and cannot be used to make periodic payments to any merchant as a credit card, credit line, overdraft protection, or a generally accepted debit card or deposit account. The Gift Card cannot be used to pay for tips or gratuities, to make purchases that exceed the available balance of the Gift Card account, to make payment on any account or loan, or to make recurring payments. You agree not to use the Gift Card at any non-participating or unauthorised retail locations, and not to use the Gift Card for any illegal transaction.

**Statements and Balance Enquiries.** You will not be sent any statements concerning the Gift Card. You may enquire about the purchase date, available balance, and transaction history of the Gift Card by telephone at 0121 268 3210 or online at [www.getmybalance.com](http://www.getmybalance.com).

**Expiration.** The Gift Card and Gift Card account expiry terms are stated on the back of the card. After the expiry date, the funds in your Gift Card account cease to be valid and you will lose all rights to those funds.

**Lost, Stolen or Damaged Gift Cards.** You will be responsible for all transactions associated with the Gift Card, including any unauthorised transactions that may result if the Gift Card is lost or stolen. **You should treat the Gift Card like cash. If the Gift Card is lost or stolen, you may lose the stored value.** If your Gift Card is lost, stolen or damaged, you should contact SFS immediately at 0121 268 3210. You will not be liable for any Gift Card transactions which take place after you have informed us of the loss or theft of the Gift Card. You may be prosecuted in the event that you bring any fraudulent claim for an unauthorised transaction against us. If any subsequent investigations by us show that any disputed transaction was in fact authorised by you, or the proviso conditions set out in these terms and condition apply, we will not refund the transaction amount. Subject to the restrictions stated herein, you may request a replacement Gift Card at the Shopping Centre. A replacement Gift Card will not be issued unless you present adequate proof of purchase, the entire Gift Card number, the damaged Gift Card in the case of a damaged card, and your full identification. Requests to replace a Gift Card may be denied by the Shopping Centre or SFS, in either's discretion, if we suspect fraudulent or other unlawful activity. If the replacement is approved, a new Gift Card will be issued in the amount of the available balance, if any, of the replaced Gift Card as of the time of the replacement. You may be charged a Card Replacement Fee. You agree and acknowledge that Bank, SFS, and Shopping Centre will bear no responsibility or liability for the use of a lost or stolen Gift Card if you are in breach of these terms and conditions.

**Fees and Charges.** The following fees and charges apply to your Gift Card:

**Purchase or Handling Fee.** A fee may be charged to Purchaser for the purchase and activation of the Gift Card in the amount disclosed to the Purchaser at the time of purchase.

**Card Replacement Fee.** If a replacement card is issued as a result of a lost, stolen or damaged card, a card replacement fee may be charged to the Cardholder.

**Privacy and Disclosures to Third Persons.** Your Gift Card is not held on a personal basis and may be held on an anonymous basis. Your Gift Card may be used without identification by the bearer. You agree and acknowledge that we may disclose information about the Gift Card to our affiliates, our service providers, our accountants and auditors, the Shopping Centre, the Retailers and others who assist us in providing the Gift Card and related services. We may also disclose information identifiable with your Gift Card as necessary to complete a transaction; comply with applicable laws; verify the existence and status of your Gift Card to third persons; as part of our analysis for internal purposes; as required for the protection of any third person or us; in conjunction with the sale of the business of the Bank or SFS; with your consent; and as otherwise permitted by law. We may also disclose to any third person information that originated from the Gift Card when such information is aggregated with other information and not specifically identifiable with the Gift Card.

**Personal Data.** We may collect information and take actions necessary to verify your identification. Your personal data will at all times be processed fairly and lawfully in accordance with the principles of the Data Protection Act 1998 or other applicable data protection legislation. You agree that the Shopping Centre may (i) retain and process all personal information given by you to the Shopping Centre in connection with your purchase and use of the Gift Card for purposes including data analysis, to personalise and improve the shopping experience at the Shopping Centre, and to communicate with you about products, services and promotional offers (and that the Shopping Centre may record this information both manually and/or on a computer database and will be the data controller for this information), (ii) disclose and transfer this personal information to SFS as its data processor for processing, including possibly processing such data outside the European Economic Area, and (iii) release personal information when appropriate to comply with the law; enforce or apply this Cardholder Agreement, which includes exchanging information with other companies and organisations for fraud protection and risk reduction. At the point of purchase, if you were not provided with the opportunity to opt in or out of receiving further marketing communication from the Shopping Centre as outlined above in clause (i) of this paragraph the Shopping Centre will not use this data for further marketing communications.

**Program Termination.** The Shopping Centre's Gift Card program may be terminated. If your Gift Card cannot be used after such termination, you will be entitled to surrender and redeem your Gift Card in the amount of the available balance of the Gift Card account at the time of the redemption. Until the Gift Card is surrendered or until the balance of the Gift Card Account reaches zero, all fees will

continue to apply. Enquiries concerning surrenders and redemptions should be made by calling SFS at 0121 268 3210.

**Retailer Disputes, Returns and Exchanges.** When you use the Gift Card, the Retailer should provide you with a receipt similar to that provided with a credit or debit card transaction. Please check the receipt to verify the transaction amount. If the amount is incorrect, you should notify the Retailer to correct the error. If you have a problem with a purchase or a dispute with a Retailer, you must deal directly with the Retailer. The Retailer is not an affiliate or agent of Bank, SFS, or Shopping Centre. You agree and acknowledge that Bank, SFS and Shopping Centre are not responsible for the goods or services purchased with the Gift Card. Furthermore, any returns or exchanges will be governed by the policies of the Retailer and applicable law. You may be required by a Retailer to present the retail receipt and the Gift Card when returning merchandise. Any credit to the Gift Card resulting from a return or exchange may not be available for use by you for up to ten (10) business days. A credit to a Gift Card with a zero balance will reinstate the Gift Card. Any reinstated Gift Card will be subject to the terms and conditions of this Agreement.

**Redemptions and Card Redemption Fee.** If you elect to redeem your Gift Card for cash, a card redemption fee will be charged in the amount described below. You may redeem the available balance of the Gift Card account at any time, subject to the following terms. To request a redemption, you must present the Gift Card in person at the Shopping Centre where the Gift Card was purchased, together with a redemption form completed by you. You also will be required to present full identification along with evidence of your entitlement as the Cardholder. A redemption fee of £10 will be due and payable by Cardholder at the time of redemption, and will be deducted from the redemption remitted to you. The redemption will be remitted to you by transfer to your bank account in accordance with the instructions provided by you in the redemption form. A request for redemption may take up to thirty days to process, though we will make reasonable efforts to process the request sooner.

**Errors, Locks, and Enquires.** We reserve the right to correct the balance of your Gift Card account if we believe that a clerical or accounting error has occurred. We also reserve the right to lock your Gift Card or revoke the card if we suspect fraud or other unlawful activity, or if we do not receive funds from Purchaser in the full amount of the activated balance of the Gift Card. With respect to disputes, errors or other enquiries, you should call 0121 268 3210.

**DISCLAIMERS AND LIMITS UPON LIABILITY.** SUBJECT TO ABOVE ALL CLAIMS FOR, INDIRECT, CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES ARE HEREBY WAIVED BY THE CARDHOLDER AND NEITHER BANK, SFS, THE SHOPPING CENTRE OR THEIR RESPECTIVE AFFILIATES OR AGENTS HAVE ANY LIABILITY (A) FOR UNAUTHORISED ACCESS TO, OR THE ALTERATION, THEFT OR DESTRUCTION OF, YOUR GIFT CARD THROUGH ACCIDENT, MISUSE, OR FRAUDULENT MEANS OR DEVICES BY A CARDHOLDER OR ANY THIRD PARTY, (B) FOR ANY DELAY OR INABILITY TO USE THE GIFT CARD THAT RESULTS FROM ANY CIRCUMSTANCES BEYOND THE CONTROL OF BANK OR SFS (INCLUDING ANY ACT OR OMISSION OF A RETAILER), OR (C) IF THE USE OF THE GIFT CARD IS SUSPENDED OR PROHIBITED BECAUSE IT HAS BEEN REPORTED LOST OR STOLEN, OR IS BELIEVED TO BE BEING USED FRAUDULENTLY OR IN A SUSPICIOUS MANNER.

BANK, SFS, SHOPPING CENTRE, AND THEIR RESPECTIVE AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GIFT CARD OR ANY PURCHASES MADE WITH THE GIFT CARD, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. THE BANK, SFS, AND SHOPPING CENTRE DO NOT REPRESENT OR WARRANT THAT YOUR GIFT CARD WILL ALWAYS BE ACCESSIBLE OR ACCEPTED. WE ARE NOT LIABLE FOR THE REFUSAL OF A RETAILER TO ACCEPT THE GIFT CARD, OR THE FAILURE OF A RETAILER'S EQUIPMENT TO PROCESS A TRANSACTION.

NOTHING IN THIS AGREEMENT, HOWEVER, SHALL EXCLUDE OR LIMIT THE BANK'S, SFS', THE SHOPPING CENTRE'S OR THEIR RESPECTIVE AFFILIATES' OR AGENTS' LIABILITY: (i) FOR DEATH OR PERSONAL INJURY TO THE EXTENT RESULTING FROM THEIR RESPECTIVE NEGLIGENCE; (ii) TO THE EXTENT ARISING FROM THEIR RESPECTIVE FRAUD; OR (iii) TO THE EXTENT OF THEIR RESPECTIVE LIABILITY IN ACCORDANCE WITH ANY OTHER MANDATORY LAW PROVISION WHERE LIABILITY CANNOT BE EXCLUDED OR LIMITED.

FOR THE AVOIDANCE OF DOUBT, LIABILITY SHALL NOT BE ON A JOINT AND SEVERAL BASIS, AND EACH PARTY SHALL ONLY BE LIABLE TO THE EXTENT OF ITS OWN NEGLIGENCE, FRAUD OR WILFUL DEFAULT.

**Gift Card Issuer.** The Gift Card is issued by the Bank to you, and the Bank undertakes the payment of settlements arising from your use of the Gift Card in accordance with this Agreement. The Bank reserves the right to assign, without recourse, its duties and obligations as issuer of the Gift Cards to another financial institution. SFS administers the Gift Card program in cooperation with the Bank and Shopping Centre. Correspondence about the use of the Card should be directed to SFS at Maddox House, Innovation Square, 117 Edmund Street, Birmingham B3 2HJ or by email to [clientsupportsupervisors@StoreFinancial.com](mailto:clientsupportsupervisors@StoreFinancial.com) or telephone SFS on 0121 268 3210.

**No Compensation Scheme.** You are hereby advised and understand that the Financial Services Compensation Scheme does not cover the Gift Card, the Gift Card account, or the Bank's liability to pay settlements and redemptions arising from the use of the Gift Card. You are further advised and understand that there is no similar scheme in place to compensate Cardholders in the event that the Bank is unable to satisfy any claims related to the Gift Card or this Agreement.

**Void Where Prohibited by Law.** All provisions of this Agreement are void where expressly and to the extent prohibited by law. In the event any provision of this Agreement is determined to be illegal or unenforceable, that provision will be eliminated or adjusted to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

**Retain this Agreement, Gift Card Number and Receipt.** This Agreement is available online to the Purchaser of the Gift Card and all subsequent Cardholders at [www.getmybalance.com](http://www.getmybalance.com) or by telephone at 0121 268 3210. The original receipt for the purchase of the Gift Card and the Gift Card number will be required and should be retained in case the Gift Card is lost, stolen or damaged, or for customer service purposes. The entire Gift Card number is printed on the Gift Card, but is not printed on the Gift Card receipt. Please record the entire number and keep in a safe place.

**Entire Agreement and Applicable Law.** This Agreement, along with the terms on the back of the Gift Card and the Gift Card receipt, constitute the complete and exclusive statement of agreement between you and us regarding the Gift Card. This Agreement is subject to English law and to the exclusive jurisdiction of the English courts.

**FOR INFORMATION ABOUT THE SHOPPING CENTRE GIFT CARD PROGRAM, PLEASE EMAIL YOUR QUESTIONS OR COMMENTS TO [CLIENTSUPPORTSUPERVISORS@STOREFINANCIAL.COM](mailto:CLIENTSUPPORTSUPERVISORS@STOREFINANCIAL.COM) OR CALL 0121 268 3210.**

**IF YOU HAVE ANY COMPLAINTS ABOUT ANY ASPECT OF THE SHOPPING CENTRE GIFT CARD PROGRAM, PLEASE EMAIL [CLIENTSUPPORTSUPERVISORS@STOREFINANCIAL.COM](mailto:CLIENTSUPPORTSUPERVISORS@STOREFINANCIAL.COM) OR CALL 0121 268 3210. IN ADDITION, YOU MAY BE ABLE TO GET HELP WITH YOUR COMPLAINT FROM THE FINANCIAL OMBUDSMAN SERVICE WHO MAY BE CONTACTED ON 0845-080-1800 OR AT SOUTH QUAY PLAZA, 183 MARSH WALL, LONDON E14 9SR. THE OMBUDSMAN'S WEBSITE IS AT [WWW.FINANCIAL-OMBUDSMAN.ORG.UK](http://WWW.FINANCIAL-OMBUDSMAN.ORG.UK). TO ACCESS INFORMATION ABOUT YOUR GIFT CARD, YOU WILL BE REQUIRED TO KNOW THE ENTIRE GIFT CARD NUMBER.**

This gift card is issued by R. Raphael & Sons plc.

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