

**END USER**  
**Love2shop Worldwide Code**  
**TERMS & CONDITIONS**

These Terms and Conditions apply to Your Love2shop Worldwide Code and its use by You. You must read them carefully. By using Your Love2shop Worldwide Code You are deemed to accept these Terms and Conditions which shall form a legally binding contract between You, the Purchaser and Us.

Your Love2shop Worldwide Code is not an Electronic Money (E-money) product, as defined in the Financial Conduct Authority Handbook Glossary.

**The Financial Services Compensation Scheme does not apply to Your Love2shop Worldwide Code. Your Love2shop Worldwide Code does not provide You with any protection under the Consumer Credit Act 1974.**

## **1. Definitions**

In these Terms and Conditions, unless the context otherwise requires the following words and expressions shall have the following meanings:-

- 1.1 **'Business Support'** means the contact centre for dealing with all Your enquiries; details of such centre are set out below;
- 1.2 **'GRS'** means Global Reward Solutions Inc. (registered in Ontario, Canada) whose registered office is at 38 Leek Crescent, 4th Floor, Richmond Hill, Ontario, Canada, L4B 4N8;
- 1.3 **'Points'** means the virtual currency obtained on the Website by exchanging Your Love2shop Worldwide Code;
- 1.4 **'Goods'** means the goods and/or services which can be purchased via the Website using Points;
- 1.5 **'Love2shop Worldwide Code'** means the 14 digit number issued by Us which is to be exchanged for Points;
- 1.6 **'Our' / 'Us' / 'We'** means Park Retail Limited (registered in England with company registration no. 402152), the Love2shop Worldwide Code issuer, whose registered office is at Valley Road, Birkenhead, Merseyside, England, CH41 7ED;
- 1.7 **'Purchaser'** means the person who paid Us for the Love2shop Worldwide Code;
- 1.8 **'You' / 'Your'** means the person to whom the Love2shop Worldwide Code has been sold and/or gifted to by the Purchaser as part of its incentive/reward scheme or such other permitted user of the Love2shop Worldwide Code from time to time.

### **Business Support:**

Website: <https://app.g.codes/redeem/partner/love2shop>

(owned and operated by GRS)

Email: [info@love2shop.co.uk](mailto:info@love2shop.co.uk)

Postal address: **Love2shop Worldwide Business Support, Valley Road, Birkenhead, Merseyside, England, CH41 7ED.**

If there is anything that You do not understand about these Terms and Conditions, please contact Us using the Business Support contact details shown above.

## **2. The Love2shop Worldwide Code**

2.1 The Love2shop Worldwide Code is issued to the Purchaser. We will assume unless and until We are notified to the contrary, that the person who uses the Love2shop Worldwide Code at any time is the rightful user of the Love2shop Worldwide Code.

2.2 The Love2shop Worldwide Code:

- 2.2.1** cannot be exchanged for cash and no exchange can be given by Us;
- 2.2.2** can only be used in exchange for Points from GRS in order to purchase Goods via the Website.
- 2.3** Funds held on Your Love2shop Worldwide Code are in either British Pounds Sterling or Euros, depending on the terms of the Purchaser's prior agreement with Us.
- 2.4** You will not earn any interest on any funds loaded onto the Love2shop Worldwide Code nor receive any interest or other benefit related to the length of time You hold the Love2shop Worldwide Code.
- 2.5** We will not issue a statement in respect of Your Love2shop Worldwide Code but details of the balance on Your Love2shop Worldwide Code can be obtained by contacting Business Support.
- 2.6** Unused balances on Your Love2shop Worldwide Code are not transferable.

### **3. Lost, Stolen, Damaged or Destroyed Love2shop Worldwide Codes**

- 3.1** If You lose Your Love2shop Worldwide Code or it is stolen or misappropriated, or You suspect that Your Love2shop Worldwide Code has been used by an unauthorised person, or Your Love2shop Worldwide Code malfunctions or is deleted, damaged or destroyed or a transaction is incorrectly executed You must notify Us without undue delay by contacting Business Support and quoting Your Love2shop Worldwide Code number.
- 3.2** Upon receipt of the Love2shop Worldwide Code number We will, at Our sole election, either suspend or cancel Your Love2shop Worldwide Code as soon as reasonably possible.
- 3.3** Until We receive Your notification in accordance with condition 3.1 all purchases and/or exchanges for Points made using the Love2shop Worldwide Code will be debited to the Love2shop Worldwide Code.
- 3.4** After such security checks as We may reasonably require, We will, unless We believe that fraud may be involved, and subject to condition 3.5, arrange for a replacement Love2shop Worldwide Code to the value of the balance on the Love2shop Worldwide Code at the time it is reported lost, stolen, damaged or destroyed to be issued to You.

### **4. Expiry of the Love2shop Worldwide Code**

Your Love2shop Worldwide Code will expire on the date set out in the email notifying You of the Love2shop Worldwide Code number following which it will no longer be valid and neither You nor any other person will be able to use the Love2shop Worldwide Code.

### **5. Redemption**

The Love2shop Worldwide Code has been gifted to You. You have no right of redemption nor any right to require the Purchaser to exercise a right of redemption.

### **6. Communications and Complaints**

- 6.1** If You have an enquiry relating to Your Love2shop Worldwide Code, please contact Business Support.

- 6.2** If You are unhappy in any way with Your Love2shop Worldwide Code or the way it is administered or serviced or You wish to receive details of Our complaints procedure, please contact Business Support. All complaints will be dealt with as quickly and as fairly as possible in accordance with Our complaints procedure.

## **7. Data Protection**

- 7.1** We are committed to maintaining all data which we collect and process in accordance with the requirements of all applicable data protection legislation, including the General Data Protection Regulations (GDPRs) and the Data Protection Act 2018. We will take reasonable steps to ensure that all personal data concerning You or Your Love2shop Reward Code is kept secure against unauthorised access, loss, disclosure or destruction. Further details are contained within our Privacy Policy and Cookie Policy, links to which can be found at the footer of our website [www.love2shop.co.uk](http://www.love2shop.co.uk). By using Your Love2shop Reward Code and/or otherwise providing us with Your personal data You agree to the terms contained within our Privacy Policy and Cookie Policy.
- 7.2** The personal information that We collect from you may be transferred, processed and/or stored outside of the European Economic Area (“**EEA**”), specifically including, but not limited to, Canada (being GRS’s country of registration). This may take place by Us or one of Our sub-contractors or suppliers in accordance with all applicable data protection law. You agree to this transfer, storing or processing and acknowledge that this may mean that Your personal information may not be protected to standards similar to those in the UK.

## **8. Use of the Love2shop Worldwide Code**

- 8.1** Full instructions on how the Love2shop Worldwide Code is used can be found on the personalised communication(s) You have received, on the Website or by contacting Business Support.
- 8.2** You must:-
- 8.2.1** treat the Love2shop Worldwide Code as if it were cash;
  - 8.2.2** take all reasonable precautions to ensure that the Love2shop Worldwide Code is not lost, stolen, damaged or destroyed;
  - 8.2.3** let Us know as soon as possible if Your Love2shop Worldwide Code is lost, stolen, damaged or destroyed.
  - 8.2.4** Keep the email which contains the Love2shop Worldwide Code safe.
- 8.3** The Love2shop Worldwide Code can only be exchanged for Points which can then be used to purchase Goods via the Website. We will debit the total balance on Your Love2shop Worldwide Code immediately at point of code entry into the Website.
- 8.4** When You purchase Goods via the Website You are entering into a contract directly with GRS (not Us). Goods purchased via the Website are supplied by GRS (not Us).
- 8.5** If We need to investigate a transaction on Your Love2shop Worldwide Code then You must co-operate with Us, the police or any other authorised body if this is reasonably required.

- 8.6** The maximum amount You can exchange for Points is the amount of the Love2shop Worldwide Code. If You attempt to exchange more than the balance the transaction will be declined.
- 8.7** The Love2shop Worldwide Code must not be sold by You, or by any other holder of the Love2shop Worldwide Code from time to time, but it may be gifted by You to any person to be exchanged for Points to pay for Goods. If You gift a Love2shop Worldwide Code to another person You will be responsible for all use of the Love2shop Worldwide Code and You must ensure that such person understands and complies with the obligations contained in these Terms and Conditions, particularly those relating to the security and use of Your Love2shop Worldwide Code.

## **9. Our Liability**

- 9.1** Any liability on Our part in connection with these Terms and Conditions shall be subject to the exclusions and limitations in this condition 9.
- 9.2** We will not be liable for any loss arising from:
- 9.2.1** GRS refusing to accept Your Love2shop Worldwide Code;
  - 9.2.2** any cause which results from circumstances beyond Our reasonable control or which would have been unavoidable despite Our reasonable efforts to the contrary;
  - 9.2.3** any indirect loss or expense (including, but not limited to, loss of profit) suffered;
  - 9.2.4** Our suspending, restricting or cancelling Your Love2shop Worldwide Code or refusing to issue or replace it if We suspect it is being used in an unauthorised or fraudulent manner, or as a result of You breaking an important term or repeatedly breaking any term in these Terms and Conditions;
  - 9.2.5** the Goods purchased via the Website or in connection with use of such Goods;
  - 9.2.6** Our compliance with any applicable laws; and/or
  - 9.2.7** loss or corruption of data unless caused by Our wilful default.
- 9.3** Unless otherwise required by law or as set out in these Terms and Conditions, We will not be liable to You in respect of any losses You or any third party may suffer in connection with Your Love2shop Worldwide Code as a result of any of Our actions which were not a foreseeable consequence of Our actions.
- 9.4** From time to time, Your ability to use Your Love2shop Worldwide Code may be interrupted, including but not limited to, when We or GRS carry out maintenance. If this happens, You may be unable to:
- 10.4.1.** obtain information about the value of Your Your Love2shop Worldwide Code and/or Your recent transactions; and/or
  - 10.4.2** exchange Your Love2shop Worldwide Code for Points.

- 9.5** Where Your Love2shop Worldwide Code is faulty, Our liability shall be limited to replacement of the Your Love2shop Worldwide Code with a code of an equivalent value, taking into account any usage of the Love2shop Worldwide Code.
- 9.6** Where sums are incorrectly deducted from Your Love2shop Worldwide Code, Our liability shall be limited to payment to You of an equivalent amount, taking into account any correctly deducted usage of the Love2shop Worldwide Code, subject to any anti-money laundering procedures.
- 9.7** In all other circumstances, Our liability shall be limited to repayment of the value of Your Love2shop Worldwide Code less usage of the Love2shop Worldwide Code.
- 9.8** Exchanging Your Love2shop Worldwide Code for Points as well as the subsequent use of Points to purchase Goods via the Website is strictly subject to GRS' own terms and conditions, which can be found on the Website.
- 9.9** We accept absolutely no liability for any losses that you suffer as a result of a failure by GRS.

## **10. Rights of Third Parties**

These Terms and Conditions do not create any right enforceable by any person who is not a party to them, except that:-

- 10.1** these Terms and Conditions may be enforced by Us;
- 10.2** a person who is the permitted successor or assignee of the rights of a party referred to in these Terms and Conditions is deemed to be a party to these Terms and Conditions and the rights and obligations of such successor or assignee shall, subject to and upon any succession or assignment permitted by these Terms and Conditions, be regulated by these Terms and Conditions.

## **11. Variation**

We may vary these Terms and Conditions by giving You not less than 2 months' prior notice of any such variation. Notification of any variation will be posted on Our Website and You agree that this is an appropriate method to vary these Terms and Conditions.

## **12. Governing Law and Jurisdiction**

These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims). All communications regarding any aspect of these Terms and Conditions shall be in English.