END USER Love2shop Gift Codes TERMS & CONDITIONS

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

The Love2shop Gift Code must be activated before it can be used.

The Financial Services Compensation Scheme does not apply to the Card. For your protection, all funds held from time to time on Cards are held by PCS in trust and safeguarded in accordance with the Electronic Money Regulations 2011.

1. Definitions

- **1.1** In these Terms and Conditions, unless the context otherwise requires the following words and expressions shall have the following meanings:-
 - **1.1.1** 'Love2shop Gift Code' means the [19 digit number] issued by PCS which is to be used at www.more2you.co.uk/Love2shop;
 - **1.1.2** 'Sales Support' means the contact centre operated for and on behalf of PCS for dealing with all your enquiries; details of such centre are contained in condition 11;
 - **1.1.3** 'Goods' means the e-codes which are available from us which can be purchased using Love2shop Gift Code
 - **1.1.4** 'PCMS' means Park Card Marketing Services Limited (Company Registration No. 5325492) whose registered office is at Valley Road, Birkenhead, Merseyside CH41 7ED;
 - **1.1.5** 'PCS/'We'/'Us'/'Our' means Park Card Services Limited (Company Registration No. 3280082), the E-money issuer, whose registered office is at Valley Road, Birkenhead, Merseyside CH41 7ED;
 - **1.1.6** 'Purchaser' means the person who paid PCS for the Love2shop Gift Code
 - **1.1.7** 'SMS' means the short message service allowing the interchange of short text messages between mobile telephones (texts);
 - **1.1.8** 'You'/'Your' means the person to whom the Love2shop Gift Code has been gifted by the Purchaser as part of its [incentive/reward scheme] or such other permitted user of the Love2shop Gift Code from time to time.

2. The Love2shop Gift Code

- **2.1** The Love2shop Gift Code is issued to the Purchaser. We may and will assume unless and until we are notified to the contrary, that the person who uses the Love2shop Gift Code at any time is the rightful user of the Love2shop Gift Code
- 2.2 The Love2shop Gift Code -
 - 2.2.1 cannot be exchanged for cash and no exchange can be given by us;
 - **2.2.2** can only be used to purchase Goods on line at
 - www.more2you.co.uk/love2shop
- **2.3** Funds held on the Love2shop Gift Code are in GB £s.
- 2.4 You will not earn any interest on any funds loaded onto the Love2shop Gift Code nor receive any other benefit related to the length of time you hold the Love2shop Gift Code
- **2.5** We will not issue a statement in respect of your Love2shop Gift Code but details of the balance on your Love2shop Gift Code can be obtained in accordance with condition 4.
- **2.6** Unused balances are not transferable.

3. Lost, Stolen, Damaged or Destroyed Love2shop Gift Code

- **3.1** If your Love2shop Gift Code is lost, stolen, damaged or destroyed You must notify us immediately by telephoning Sales Support and quoting the Love2shop Gift Code number.
- **3.2** Upon receipt of the Love2shop Gift Code number We will immediately cancel the Love2shop Gift Code
- **3.3** Until We receive your notification in accordance with condition 4.1 all purchases made using the Love2shop Gift Code will be debited to the Love2shop Gift Code
- **3.4** After such security checks as We may require, We will, unless We believe that fraud may be involved, and subject to condition 4.5, arrange for a replacement Love2shop Gift Code to the value of the balance on the Love2shop Gift Code at the time it is reported lost, stolen, damaged or destroyed to be issued to You.
- **3.5** Valid claims will be completed within 5 working days and may be subject to an administration fee.

4. Balance

Details of the balance on your Love2shop Gift Code may be obtained at <u>www.love2shop.co.uk/mycard</u>

5. Charges

All charges by Us referred to in these Terms and Conditions will be

- 5.1 automatically deducted from the balance on your Love2shop Gift Code
- **5.2** subject to variation as and when We require, subject to Us giving not less than 28 days prior notice of any such variation before making any deduction from your Love2shop Gift Code

6. Expiry of the Love2shop Gift Code

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

7. Redemption

7.1 The Love2shop Gift Code has been given to you. Therefore, You have no right of redemption nor any right to require the Purchaser to exercise a right of redemption.

8. Complaints

8.1 If You have a complaint concerning your Love2shop Gift Code then please contact Us by calling

- Sales Support or on-line at <u>www.love2shop.co.uk/mycard</u>.
- **8.2** All complaints will be dealt with as quickly and as fairly as possible in accordance with our complaints procedure, details of which can be obtained by telephoning Sales Support.

9. Data Protection

PCS is committed to maintaining all data which it collects in accordance with the requirements of the Data Protection Act 1998 and will take reasonable steps to ensure that all information concerning You or your Love2shop Gift Code is kept secure against unauthorised access, loss, disclosure or destruction.

10. Use of the Love2shop Gift Code

10.1 Full instructions on how Love2shop Gift Code can be activated can be found on the

personalised email(s) you have received.

- 10.2 You must:-
 - 10.2.1 treat the Love2shop Gift Code as if it were cash;
 - 10.2.2 take all reasonable precautions to ensure that the Love2shop Gift Code is not lost, stolen, damaged or destroyed and any PIN number supplied in respect of the Love2shop Gift Code is not used without your permission;
 - 10.2.3 let Us know as soon as possible if your Love2shop Gift Code is lost, stolen, damaged or destroyed.
 - 10.2.4 Keep the email which contains the Love2shop Gift Code safe.

- **10.3** The Love2shop Gift Code can only be used to purchase goods on line at <u>www.more2you.co.uk/love2shop</u>
- 10.4 We will debit the amount of all purchases from the balance on your Love2shop Gift Code immediately the purchase is completed.
- 10.5 If we need to investigate a transaction on the Love2shop Gift Code then You must cooperate with Us, the police or any other authorised body if this is reasonably required.
- 10.6 The maximum amount You can spend is the amount of the Love2shop Gift Code. If You attempt to spend more than such balance the transaction will be declined.
- 10.7 The Love2shop Gift Code must not be sold by the Purchaser or by You, or by any other holder of the Love2shop Gift Code from time to time, but it may be gifted by You to any person to use to pay for Goods. If you gift a Love2shop Gift Code to another person You will be responsible for all use of the Love2shop Gift 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 the Love2shop Gift Code.

11. Sales Support

You can contact Sales Support on 0845 601 4807* between the hours of 9am and 5pm Monday to Friday; or

The geographical address at which we may be contacted is our registered office address as set out above.

12. Rights of Third Parties

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

- **12.1** these Terms and Conditions may be enforced by Us;
- **12.2** 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.

13. Governing Law and Jurisdiction

These Terms and Conditions shall be governed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales. All communications with you will be in English.

<u>*Calls to 0845 numbers will cost 5 pence per minute</u> plus your phone company access charge.