

## GIFT CARD TERMS AND CONDITIONS

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

- 1.1. These terms and conditions apply to gift cards ("**Gift Card**"), issued by EML Payments Europe Limited (Company Number 05852181 UK Companies House) ("**EML**"), a company with a registered address at Brindleyplace, 4th Floor, Birmingham, England, B1 2LP for use in the Felicity Lublin ("**Distributor**").
- 1.2. In this agreement, "we", "us" or "our" refers to EML. "You" or "your" refers to the individual purchasing or using the Gift Card in question.
- 1.3. This document sets out an agreement between you and us governing the possession and use of your Gift Card. This agreement will last for a period of twelve months, starting on the date that the Gift Card was purchased. This agreement and all communications between you and us shall be in the Polish language.
- 1.4. By purchasing or using a Gift Card you are indicating to us that you agree to all of the terms and conditions in this agreement. It is the responsibility of the purchaser to inform the intended cardholder that usage of the Gift Card is subject to these terms and conditions and the purchaser shall ensure that the cardholder acts in accordance with these terms and conditions.

### 2. OUR GIFT CARD PRODUCTS

- 2.1. The Gift Card may be used for the purpose of paying for goods and services solely at certain retailers (including, where applicable, restaurants) located at the Distributor shopping center for which the Card was issued who accept MasterCard payments and who accept our Gift Cards. You shall check with retailers before attempting to carry out a transaction if he accepts our Gift Cards
- 2.2. You may pay for goods or services with the use of the Gift Card up to the amount of the current balance of the funds available on the Card.
- 2.3. Our Gift Cards do not fall under the scope of the payment services or electronic money regulation. The purchase of a Gift Card is the purchase of a means of payment; it does not constitute a deposit. You will not earn interest on the balance of a Gift Card.
- 2.4. The Gift Card and its balance are valid for a period of twelve months from the date of purchase (or the date on which we accept payment for your order in the case of Gift Cards purchased on the Internet). Your Gift Card will cease to be valid twelve months from the date of purchase (subject to any applicable extension period under clause 99.2). On that date, the Gift Card will cease to function and you will no longer be entitled to use it.
- 2.5. If the Gift Card was purchased via an electronic point of sale, the maximum value that may be loaded onto the Gift Card is determined by the relevant shopping center, however, it cannot exceed the amount:

**Min. Load Limit (PLN)** [30],

**Max. Load Limit (PLN)** [1,000].

For information on the maximum load amount available for your mall, please contact Customer Service in accordance with Section 14 below.

- 2.6. The Gift Card will be activated at the point of sale and the monies will be available for use within one hour of purchase.

- 2.7. If the Gift Card was purchased via a card dispensing kiosk or a mobile point of sale, the upper load limit may differ depending on the nature of the Gift Card programme in question. The Gift Card will be activated at the point of sale and the monies will be available for use within one hour of purchase.
- 2.8. If your Gift Card was purchased over the internet, the maximum value that may be loaded onto the Gift Card is:
- Min. Load Limit (PLN)** [30],
- Max. Load Limit (PLN)** [1,000].
- 2.9. Gift Cards purchased online will require activation upon receipt. You can activate the Gift Card by contacting Customer Services in accordance with section 14 below or by visiting [www.emlretail.com/balance](http://www.emlretail.com/balance) and the monies will be available for use within one hour of activation.
- 2.10. Additional funds cannot be loaded onto your Gift Card after initial purchase, except in the case where a retailer refunds a transaction onto the Gift Card. In this circumstance refunds will not take more than 3 days to reach your Gift Card after receipt of EML of such funds from retailer .
- 2.11. Multiple Gift Card balances can be consolidated on to a single Gift Card. Combining multiple Gift Card balances is subject to an administration fee which is outlined in section 5 below.

### 3. PAYMENT

- 3.1. The purchase of the Gift Card is possible at the shopping centre or/and online (information about the exact location of the sales point and sale channels available for the given shopping centre can be found out by contacting the customer services in accordance with section 14 below). Rules for purchasing Cards online will be subject to separate terms and conditions available at <https://secure.emlconnect.com/Help/TermsOfUse>
- 3.2. The Gift Card may be paid for in the following manner:
- 3.2.1. for in-person purchases:
- 3.2.1.1. in cash;
- 3.2.1.2. payment card or
- 3.2.2. for online purchases:
- 3.2.2.1. payment card or
- 3.2.2.2. via wire transfer
- 3.3. In the event of payment via wire transfer,
- 3.3.1. the purchaser shall transfer funds to the bank account indicated by EML;
- 3.3.2. the Gift Cards shall be issued to the purchaser at the shopping centre for which a given Gift Card is issued, within 3 working days of the date of the funds being recorded on the bank account. EML shall inform the purchaser of the possibility to collect the Gift Card(s) in the manner as agreed upon with the purchaser.

#### 4. DATA PROTECTION

We are committed to ensuring that all of the personal information we hold is secured, protected and used responsibly at all times. Information (which may include any personal information you have provided to us) may be disclosed to third parties about the Gift Card, or transactions made with the Gift Card, where required by law, to operate the Gift Card and process transactions, to prevent financial crime, to provide you with services you request and if necessary to notify you of any service changes. Disclosure may also be made to countries outside the European Economic Area (“EEA”). For further information relating to data protection matters, please refer to our privacy policy which can be found at [www.emlpayments.com/privacy/](http://www.emlpayments.com/privacy/) .

#### 5. FEES AND CHARGES

The table below outlines the fees and charges which apply to the purchase and use of Gift Cards:

Administration Fee Description	Fee Value (PLN)
For the manual work involved in reinstating an expired Gift Card.	[20]
For the cost of a new Gift Card and the manual work involved in replacing a lost, stolen or damaged Gift Card.	[20]
For the cost of consolidating the balance of two or more Gift Cards.	[5] for the consolidation of two Gift Card balances; and [1] for each subsequent Gift Card balance consolidated

The applicable fee shall be deducted from your Gift Card balance, unless you tell us that you want to make payment for an applicable fee separately.

#### 6. HOW TO USE YOUR GIFT CARD

- 6.1. Prior to use, where space has been provided, the Gift Card must be signed on the reverse by the person who will be using it.
- 6.2. We will be entitled to assume that a transaction was authorised by you where:
  - 6.2.1. the magnetic stripe on the Gift Card was swiped by the retailer; and
  - 6.2.2. there is a signed sales slip.
- 6.3. Normally, we will receive notification of your authorisation by way of an electronic message in line with the rules and procedures of Mastercard.
- 6.4. Once we have received your instruction to execute a transaction, it cannot be stopped or reversed. The value will be deducted of the transaction from the balance remaining on the Gift Card.
- 6.5. 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 alternative means, for example, cash or debit or credit card.

## **7. RESTRICTIONS ON USE OF GIFT CARDS**

- 7.1. You must not attempt to use your Gift Card at non-participating retailers;
- 7.2. A Gift Card:
  - 7.2.1. may not be topped up after use;
  - 7.2.2. cannot be used in contactless transactions;
  - 7.2.3. cannot be used to withdraw cash via ATMs, banks or other institutions;
  - 7.2.4. is not permitted to be used for the purposes of purchasing foreign currency;
  - 7.2.5. is not permitted to be used for the purpose of purchasing Our Gift Cards; and
  - 7.2.6. is not permitted to be used for mail order, telephone, internet or other non – face – to – face transactions (including self-service checkouts).
- 7.3. A Gift Card is not:
  - 7.3.1. linked to a bank account;
  - 7.3.2. a cheque guarantee card;
  - 7.3.3. a charge card; or
  - 7.3.4. a credit card.
- 7.4. A Gift Card balance does not attract interest.
- 7.5. A Gift Card is neither permitted nor suitable to be used for the purposes of identification.
- 7.6. A Gift Card may not be used for preauthorised regular payments, for gambling, or for any illegal purposes.
- 7.7. We may restrict use of your Gift Card if:
  - 7.7.1. the Gift Card is being used for, or is in any way associated with, fraudulent or other illegal activities; and
  - 7.7.2. you have breached, or otherwise failed to comply with, these terms and conditions.

## **8. MANAGING YOUR GIFT CARD**

- 8.1. 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 Gift Card to pay for goods or services, the value of the transaction will be paid to the retailer or service provider via Mastercard.
- 8.2. If you attempt to make a payment for a value which exceeds the remaining balance on the Gift Card the transaction will be declined. If you know the remaining balance of your Gift Card You may be able to make a partial payment as described in section 8.3 above.
- 8.3. You may check the available balance on your Gift Card or view a statement of recent transactions by:
  - 8.3.1. visiting [www.emlretail.com/balance](http://www.emlretail.com/balance) and using the balance enquiry service;
  - 8.3.2. contacting Customer Services in accordance with section 14 below (please note that calling costs may apply; check with your telephone service provider); or

- 8.3.3. where your Gift Card has a QR Code, scanning the QR code which appears on the reverse of the Gift Card using your smartphone (supported on devices using Apple iOS and Android or Windows Phones). Please note that data costs may apply; check with your telephone service provider.

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

- 9.1. Your Gift Card will cease to be valid twelve months from the date upon which it was purchased; we refer to this date as your Gift Card's expiry date. On the expiry date your Gift Card will cease to function and you will no longer be entitled to use it. Any balance remaining on your Gift Card at the expiry date will be forfeited. We therefore encourage you to use the full balance of your Gift Card prior to its expiry.
- 9.2. For a period of ninety days from your Gift Card's expiry date you have the option to request that any balance which remained at the time of expiry be restored, subject to the payment of a fee as set out in Section 5 (Fees and Charges). If you do elect to request restoration and make payment of the applicable fee, your Gift Card balance will be restored and will remain valid for a period of ninety days from the date upon which you requested restoration.
- 9.3. We may ask you to provide evidence of ownership of the Gift Card to us or the Distributor (acting on our behalf) before restoring the appropriate balance.
- 9.4. If you are uncertain as to the expiry date of your Gift Card, please contact Customer Services in accordance with section 14 below.

## 10. CANCELLATION PERIOD AND REFUND PROCEDURE

- 10.1. If the Gift Card is purchased online, the original purchaser of the Gift Card is entitled to a fourteen day cooling off period. If you purchased your Gift Card via the internet and you would like to request its cancellation, please contact Customer Services in accordance with Section 14 below or follow the instructions as set out in clause 10.2 below.
- 10.2. In order to meet the deadline set out in clause 10.1, it shall be sufficient to send a representation on rescission by mail before its expiry. A consumer that rescinds the agreement may demonstrate that they are the original purchaser by attaching to the representation on rescission a receipt or a bank account statement confirming the purchase of the Gift Card. The original purchaser is obliged to return the Gift Card with respect to which they have rescinded the agreement. A properly secured postal item containing the Gift Card should be sent, within 14 days from the date on which you rescinded the agreement, to:

*[EML Payments Europe Limited  
C/O Prepaid Service S.C.]  
ul. Tuwima 8/2  
42-217 Częstochowa]*

The costs of returning the Gift Card shall be covered by the original purchaser. EML shall not accept postal items sent as COD.

- 10.3. Any funds returned to the original purchaser under section 10.1 will be refunded in the same form as they were received. For example, if the original purchaser elected to pay for the Gift Card using a debit or credit card, the funds will be refunded to the same debit or credit card. The reimbursement of funds to the original purchaser will be made upon receipt of the card or proof of its return, whichever occurs first.

- 10.4. If the Gift Card was purchased at a mall, the purchaser does not have the right to withdraw from the Gift Card agreement.

## **11. KEEPING YOUR GIFT CARD AND DETAILS SAFE**

You are responsible for keeping your Gift Card and the associated details safe. you must take all reasonable steps to avoid the loss, theft or misuse of the Gift Card and the associated details. Do not disclose details associated with the Gift Card to anyone except where it is absolutely necessary. For example, when carrying out a transaction or when passing the Gift Card to another individual as a gift or gesture.

## **12. LOST, STOLEN AND DAMAGED GIFT CARDS**

- 12.1. If your Gift Card is lost, stolen or damaged we encourage you to contact Customer Services in accordance with section 14 below at the earliest reasonable opportunity. We may ask that you provide a variety of details in order to confirm that you are the authorised holder of the Gift Card. Subject to section 14.6, following the successful completion of this verification process, we will:
- 12.1.1. block your Gift Card, if you have reported it lost or stolen; or
  - 12.1.2. cancel your Gift Card if you have reported it damaged.
- 12.2. For successful verification under clause 12.1, you must provide us with:
- 12.2.1. the Gift Card number that was provided to you at purchase;
  - 12.2.2. information to allow us to verify the card purchaser's identity (and that has been stored in EML's system).
- 12.3. If you are not able to provide the Gift Card number or other information as required (which means that it is impossible to find the Gift Card in EML's system), the Card shall not be blocked/cancelled and you shall remain liable for the value of all transactions of the Gift Card.
- 12.4. The blocking or cancellation of your Gift Card will ensure that it can no longer be used while, subject to successful completion of the verification process as outlined in clause 12.1 above, we make arrangements for a replacement Gift Card to be made available to you.
- 12.5. Following satisfactory completion of the verification process described in section 12.1 above we will make arrangements for a replacement Gift Card to be made available to you from the appropriate shopping centre, subject to the fee as set out in section 5 (Fees and Charges).
- 12.6. Replacement Gift Cards are:
- 12.6.1. only available for collection up to the expiry date of the original Gift Card which has been lost, stolen or damaged;
  - 12.6.2. only available if the original Gift Card which has been lost, stolen or damaged was purchased from a shopping centre which operates an EML electronic point of sale; and
  - 12.6.3. valid for a period of twelve months from the date that the replacement Gift Card is collected.

## **13. PURCHASES FROM RETAILERS AND TRANSACTION DISPUTES**

- 13.1. We are not responsible for the safety, legality, quality or any other aspect of the goods or services purchased with a Gift Card.
- 13.2. If you believe you did not authorise a particular transaction you should contact Customer Services at the earliest reasonable opportunity in accordance with section 14 below.
- 13.3. In certain circumstances due to technical error, a transaction will be initiated but not completed. Where this happens, this may result in the value of the transaction being deducted from the Gift Card balance and becoming unavailable for use; we refer to this as a hanging authorisation or block. In these cases, you must contact Customer Services in accordance with section 14 below and present evidence to show that the transaction has been cancelled or reversed.

## 14. CUSTOMER SERVICES

- 14.1. All enquiries in connection with a Gift Card should be made to Customer Services by:
  - 14.1.1. calling +48 22 490 69 23 (be advised there may be additional access charges from your service provider);
  - 14.1.2. writing to Customer Services, EML Payments Europe Limited, 4th Floor, 11 Brindley Pl, Birmingham B1 2LP, United Kingdom; or
  - 14.1.3. contacting us online at [www.emlretail.com/FAQ](http://www.emlretail.com/FAQ).
- 14.2. Customer Services are available from

Monday to Saturdays	9:00AM to 8:00PM
Trade Sundays	10:00AM to 8:00PM

(Times are shown in Central European Time).
- 14.3. If you wish to make a complaint in relation to your Gift Card you should, in the first instance, contact us using the details provided above. You will be asked to explain the reason for your dissatisfaction. We will log your complaint and investigate it. Any complaints related to Gift Cards shall be processed by EML within 14 days of the date of the card owner submitting a written complaint. The owner shall be notified of the decision concerning the complaint in writing, to the address (including e-mail address) indicated in the complaint. It is recommended that the complaint be accompanied by documents which justify the same and may be helpful in resolving the complaint.

## 15. LAW AND COURTS

- 15.1. All of the matters not regulated in these Terms and Conditions shall be governed by the Polish Civil Code.
- 15.2. EML and the Gift Card owner shall attempt to resolve any disputes by way of an understanding between the parties. Any disputes which cannot be resolved in such a manner shall be resolved by a common court having jurisdiction over the place of residence or the registered office of the Gift Card owner.