



## Terms and Conditions

*Welcome to our website. We're excited to offer you a wide selection of third-party gift cards to either buy for yourself or to send as a gift to someone else. Before you make a purchase, please take a moment to review our terms and conditions below ("**Terms**")*

### 1. **GENERAL**

- 1.1. These Terms govern the terms and conditions upon which we supply gift cards to you. Please read these Terms carefully.
- 1.2. By submitting your order you are indicating to us that you have read and understood and accept these Terms, our general website terms of use and our privacy policy.
- 1.3. These Terms are the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in these Terms.
- 1.4. gift.shop's obligations contained in these Terms are only owed to you and no other party.
- 1.5. We may from time to time make changes to these Terms and any policies and agreements which are incorporated herein, and such changes shall be effective immediately upon notification. Your use of our platform after such changes or the further purchase or use of our services shall constitute your acceptance to such changes.
- 1.6. By using our service including submitting any orders, you must live in the United Kingdom and have read, understood, and agree to be bound by these Terms. Gift cards that are sold through our platform are only valid within the United Kingdom.
- 1.7. Users of our services must be 13 years of age or older. You must not use our services if you are under 13 years old. Any user aged 13 to 17 years old may only use the Service with the supervision of a parent

or legal guardian who will agree to be bound by these Terms and take legal responsibility for you.

- 1.8. We provide a platform for users to purchase third party gift cards and the issuer of the gift cards is the relevant retailer.
- 1.9. Gift cards shown on our website may change from time to time without prior notice to you or anyone else.
- 1.10. Gift cards may differ from the images displayed. Any descriptions or advertisements we create, as well as any details provided on our website regarding the gift cards, are solely for illustrative purposes. They provide an approximate representation only and do not guarantee an exact match to the actual gift cards you receive. Your purchased gift cards may slightly differ from the depicted images and descriptions.

## 2. **ORDERING**

- 2.1. If you order a gift card ("**Order**") we will notify you electronically to confirm whether we accept the Order ("**Order Notification**"). Such Order Notification will either be sent by us or from a third party payment provider. At the time we issue to you an Order Notification a contract will come into effect between us for gift.shop to provide you with the gift card pursuant to the Order Notification.
- 2.2. By making an Order via our platform you will be agreeing to the creation of an account in your name. This will involve providing certain personal data in accordance with clause 6 below and our privacy policy. If you do not agree to this then do not place any order.
- 2.3. You can either buy gift cards for yourself or send them as a gift to another person. Whoever is to receive the gift card will be sent a notification either by email or text (depending on the method of purchase and distribution) which will enable such recipient to 'activate' the gift card which will then enable such person to redeem the gift card at the relevant retailer.
- 2.4. Once the gift card has been activated by the recipient then we no longer accept responsibility for this gift card.

- 2.5. In the event that your recipient believes they have not received the gift card then please make sure that they check their junk mail or any other filter that may have been applied.
- 2.6. If you chose to send the gift card as a gift to another person then please make sure that you have provided the correct email address for that recipient. You may want to confirm that address with that recipient prior to entering that email address into our platform. If you or anyone else (but not us) have incorrectly provided such recipient email then please contact us [here](#) and we will see if we can resolve the issue. However, if such gift card has already been 'activated' then we are unable to assist with the request.
- 2.7. If you have scheduled a delivery to a recipient then we will do our best to send that gift card to that recipient at the desired date although we cannot guarantee that such gift card will be delivered at that time.
- 2.8. We may be able to distribute the gift card via SMS but please note that we may charge additional fees for such SMS service from time to time.
- 2.9. We provide a link to activate any gift card. This link to activate any gift cards will expire after 12 months from the date of the Order. If such gift card is not activated within this time frame then it shall automatically expire and you shall not have a right to a refund.
- 2.10. Please refer to the retailer's terms and conditions for the specific gift cards you've purchased. Each retailer has its own policy regarding refunds once such gift card has been activated via our platform. The retailer will also have provisions around providing change after gift card usage. Change may be provided as a lower denomination gift card or cash (typically for amounts under £1). In certain cases, no change will be given. The retailer may modify the terms and conditions of the gift cards, and we bear no responsibility for these changes.
- 2.11. When you visit third-party websites not owned or controlled by us via our platform, we're not accountable for their privacy or practices. It's your responsibility to read and understand the policies of any other site you visit. We may provide links or display third-party content on our platform, but this doesn't mean we endorse or control those

services. Accessing third-party websites is at your own risk. We don't take responsibility for any legal issues or damages resulting from using these services. Your access to these services is not governed by our terms. Review the applicable terms, policies, including privacy practices, directly with such third party, as they are solely between you and them, not us.

### 3. **GIFT CARDS – OTHER TERMS**

- 3.1. If a retailer issuing the gift cards we sell faces insolvency, administration, or a similar situation, the gift cards purchased through us might become invalid. We are not obligated to replace or exchange previously issued, unused gift cards in such circumstances.
- 3.2. Damage to gift cards not caused by us may not be accepted for use. We are not responsible for this to you for any value.
- 3.3. When you place an order for a gift card you consent to being able to use this gift card immediately (whether by yourself or by your gift recipient). Therefore, you acknowledge and accept that your right to cancel within the 14-day cancellation period (and therefore your right to a refund) will be immediately lost. Your statutory rights are not affected. If you seek a return or refund please contact us <https://gift.shop/region/uk/support> with the reason for your request and proof of purchase for us to review. If you or anyone else has spent any value on the gift card, we will be unable to process a return or refund unless required to by law. We are not responsible for the refund of purchase price or return of any products purchased from the third party retailers that issue the gift card.
- 3.4. Once a gift card has been activated via our platform the retailers will provide a separate expiry date for the use of such gift cards. You agree to be responsible for the monitoring and use of gift cards before the expiry date. We shall not be responsible for any lapsed gift cards.
- 3.5. Delivery of gift card will be digitally and will be delivered by either email and/or SMS text as requested by you when you place your Order.

- 3.6. You are responsible for the gift cards at the time of delivery to you and you own the gift cards at the point we receive payment in clear funds from you.
- 3.7. The price payable to you will be made clear at the point of making an order.
- 3.8. You must pay for the Order before we deliver the gift cards. We accept all major debit cards and credit cards and other payment methods set out on our website.

#### 4. **gift.shop' OBLIGATIONS**

- 4.1. gift.shop shall provide its services with reasonable care and skill pursuant to the terms of these Terms.

#### 5. **LIMITATION OF LIABILITY – PLEASE READ CAREFULLY**

- 5.1. References to liability in this clause 5 include every kind of liability arising under or in connection with these Terms including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 5.2. **Liabilities which cannot legally be limited.** Nothing in these Terms limits any liability which cannot legally be limited, including but not limited to liability for:
  - (a) death or personal injury caused by negligence; and
  - (b) fraud or fraudulent misrepresentation.
- 5.3. Subject to clause 5.2, gift.shop' total liability for any breach (or breaches related to the same order) shall be limited to the greater of Order value and £75..
- 5.4. Subject to clause 5.2, this clause 5.4 specifies the types of losses that are excluded:
  - (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;

- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

5.5. Exclusion of statutory implied term. gift.shop has given commitments as to its levels of service in accordance with clause 4.1. In view of this obligation, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms.

5.6. We're not responsible for delays beyond our control. If an event outside our control, such as incorrect delivery instructions provided by you, causes a delay in providing the gift cards, we'll promptly notify you to the extent we are aware. We'll take necessary measures to minimise the impact of the delay where we reasonably can. In such cases, we won't be held liable for the delay caused by the event. However, if there's a significant risk of prolonged delay to the extent we caused the delay, you have the option to contact us to terminate the contract and receive a refund for any paid but undelivered gift cards

## 6. **DATA PROTECTION**

6.1. We treat your privacy and personal data with the highest respect and care. Please see our privacy policy on our platform on how personal data is processed.

6.2. You acknowledge and agree that, for the purposes of any applicable Data Protection Laws, gift.shop may operate as a data controller in respect of some personal data collected by, or transferred to, gift.shop in the course of gift.shop providing its services under these Terms. At all times, gift.shop shall comply with its obligations under any such Data Protection Laws when processing any of your Personal Data, and further information on how we look after your Personal Data, is set out in our privacy policy.

6.3. You warrant and represent that any transfer by you of any Personal Data to gift.shop for the purpose of gift.shop providing its services under these Terms, is lawful under, and in full compliance with, Data

Protection Laws. You shall indemnify gift.shop against all costs, claims, damages, expenses, losses and liabilities incurred by gift.shop arising out of or in connection with any breach of the foregoing warranty and representation.

6.4. In this clause:

- (a) “Data Protection Laws” means all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (as amended or replaced from time-to-time), UK GDPR (as defined in the Data Protection Act 2018) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;
- (b) Personal Data shall mean any applicable Personal Data which is collected to enable us to provide our Services through our gift.shop Software;
- (c) The terms “data controller”, “processing” and “personal data” have the meaning given in the Data Protection Laws.

6.5. We use third party payment processors who are PCI compliant and we do not store any of your financial information.

## 7. **SECURITY**

- 7.1. When ordering any gift cards through our platform you agree to:
  - 7.1.1. provide your own correct details;
  - 7.1.2. keep confidential and secure all information relating to your account (including usernames and passwords);
  - 7.1.3. keep confidential all other person’s personal details (including any recipients of gifts);
  - 7.1.4. not use our platform or service for any unlawful or otherwise prohibited actions;

- 7.1.5. notify us if there are reasonable and genuine concerns that there has been any cyber security issues relating to your gift.shop' account or use of our platform.
- 7.2. Please keep any devices that store such gift cards secure including making sure that good practice personal cyber security measures are in place (such as secure locking of your mobile phone or tablet).

## 8. **CONFIDENTIALITY**

- 8.1. You agree to maintain the confidentiality of any password provided by us when you become an Authorised User. You will inform us immediately if you believe that your password may have been compromised in any way.
- 8.2. We shall in no way be responsible to you if there is any unauthorised access as a result of your password being compromised by you.

## 9. **MISCELLANEOUS**

- 9.1. *Updates to these Terms.* You agree that we shall have the right to make changes to these Terms from time to time, but if we do so we will notify you.
- 9.2. *Notice.* Any notice or other communication given by one of us to the other under or in connection with Agreement must be in writing and be delivered to us in accordance with our contact details via our support page [here](#).
- 9.3. *Assignment and transfer.* gift.shop may freely assign or transfer its rights and obligations under these Terms. You may only assign or transfer your rights or your obligations under these Terms if we agree in writing.
- 9.4. *Waiver.* If we do not insist that you perform any of your obligations under these Terms, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.



- 9.5. *Severance.* Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 9.6. *Third party rights.* These Terms are between you and us. No other person has any rights to enforce any of its terms.
- 9.7. *Governing law and jurisdiction.* This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.