

TERMS AND CONDITIONS

1. DEFINITIONS

Entitlement Code: A code which is linked to a Redemption Code comprised of a number or sequence of numbers or alphanumeric characters that is supplied on a Purchaser's printed receipt. The Entitlement Code provides a Purchaser with the opportunity to gift the Redemption Code digitally.

Redemption Code: A code issued by the Provider (e.g. iTunes) used for the purposes of redemption, which is linked to the Entitlement Code and commonly referred to as a PIN code.

Provider: The owner of the Redemption Code who is responsible for issuing the Redemption Code and whose products and/or services can be purchased using the Redemption Code.

Purchaser: The individual who purchases the Redemption Code at a Retailer.

Sender: A Purchaser who uses the Gifting Service to send a Redemption Code to a Recipient.

Recipient: The individual who receives a Redemption Code gifted by a Purchaser.

Retailer: Any authorised person or entity that markets, sells and/or distributes Redemption Codes and/or Entitlement Codes.

Gifting: The means by which a Redemption Code is sent from a Purchaser to a Recipient utilising an Entitlement Code.

Printed Receipt: A paper-based receipt printed by a Retailer's point of sale system containing an Entitlement Code and/or Redemption Code.

QR Code: A 2D barcode containing a URL scannable by a Purchaser using a mobile device.

URL: A web address linked to the Gifting Service.

Claim / Claiming: The action of authenticating the Entitlement code on the website (www.digitalgiftcard.com) in order to secure, and potentially gift the Redemption code.

Delivery Date: The scheduled date on which a Redemption Code is sent to a Recipient.

2. THESE TERMS

- 2.1 These are the terms and conditions in respect of the services provided to you (Purchaser) by epay Limited (“we”, “our” or “us”) in which we (i) link the Entitlement Code you receive from a Retailer upon your purchase of a Redemption Code (PIN Code) to the Redemption Code; and/or (ii) gift a Redemption Code to a Recipient (“the Services”). These terms and conditions relate to the supply of these Services only. They do not relate to the purchase of the Redemption Code which is a product you have purchased from a Provider and from whom you should seek redress if your Redemption Code does not work. All queries regarding the Services should be made to us.

3. INFORMATION ABOUT US

- 3.1 We are epay Limited, a company registered in England and Wales. Our company registration number is 03695345 and our registered office is at Kingfisher House, 2 Woodbrook Crescent, Billericay, Essex CM12 0EQ.

4. HOW TO ACCESS THE SERVICES

- 4.1 To be supplied with the Services, you must scan the QR code on the Receipt to pre-populate the Entitlement Code or go to the website “www.digitalgiftcard.com” and manually enter the Entitlement Code from the Receipt. You will then be asked to Claim the Entitlement Code and register via email, Google or Facebook account. Upon registration, the you will be presented with the Redemption Code in the format of a gift card with its face value. You will then be given options to use the Redemption Code for Self-Use or for Gifting.

5. SELF-USE

- 5.1 If you choose to redeem the Redemption Code for self-use, you will be given the options to print the Redemption Code as a PDF, save it into an Apple Wallet or email it to yourself. You may also have the opportunity to redeem using a URL link directly to the providers website, but this is dependant upon each individual provider.
- 5.2 You may then redeem the Redemption Codes on a Provider’s website.

6. GIFTING

- 6.1 If you choose to gift the Redemption Code to a Recipient, you will be asked to provide the Recipient's name, email address, personal message, theme and delivery date.
- 6.2 We will then deliver the Redemption Code to the email address you have provided on the date requested together with any personal message or theme you have selected.
- 6.3 The Recipient of the gift may then redeem the Redemption Code on a Provider's website.

7. YOUR RIGHT TO MAKE CHANGES TO THE GIFTING SERVICE

- 7.1 If you select to gift the Redemption Code, you may cancel or amend your request at any time up to 1 hour prior to delivery of the Redemption Code to the Recipient. To do so, you must click the link contained within the email. You can then follow the steps in clause 6 if you wish to then use the Redemption Code for self-use or repeat the steps set out in clause 6 if you desire to regift the Redemption Code.
- 7.2 Should you choose to gift the Redemption Code on the same day as the Entitlement Code is claimed, the gift will be sent immediately and therefore cannot be edited. If scheduled, the gift will be sent at 07:30 on the Delivery Date and you will have up to one hour before the scheduled delivery to edit.

8. LIABILITY

- 8.1 If we fail to comply with these terms, we are responsible for loss or damage you or the Recipient suffer that is a foreseeable result of our breach or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
- 8.2 We do not exclude or limit in any way our liability to you or a Recipient where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the Recipient or your legal rights in relation to the Services.
- 8.3 We are not liable for indirect losses. We will have no liability to you or Recipient for any loss of profit, loss of business, business interruption, or loss of business opportunity or for any other special, indirect or consequential loss.

9. HOW WE MAY USE YOUR PERSONAL INFORMATION

Please see our privacy policy.

10. OTHER IMPORTANT TERMS

- 10.1 If a Redemption Code is printed on a Printed Receipt, the Printed Receipt should be retained until the Redemption Code has been redeemed.
- 10.2 We may transfer our rights and obligations under these terms to another organisation.
- 10.3 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 10.4 These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts.