

Terms and Conditions The Quays Gift Card

This agreement covers the Use of The Quays MasterCard prepaid Gift Card. This Gift Card is not a Credit Card, Debit Card or Cheque-Guarantee Card. The prepaid card is issued by Newcastle Building Society, Portland HoUse, New Bridge Street, Newcastle Upon Tyne, Tyne and Wear, NE1 8AL which is authorised and regulated by the Financial Service Authority (under number 156058) as a building society and issuer of e-money, pursuant to license from MasterCard. By signing the back of the Gift Card or by Using the Gift Card to make any transactions, You accept and agree to abide by all these terms and conditions The Gift Card will not be valid unless signed. The Gift Card may not be refunded or exchanged for cash or credit.

Use of the Gift Card

The Quays Gift Card is an instant-issue prepaid MasterCard Card that may be Used to make purchases of goods or services from any retail merchants within The Quays Shopping Centre who accept MasterCard Cards. At the time of purchase, You must sign the terminal receipt and keep it for Your records. You may not transfer this Card to an unauthorised User. Once the Available Funds of the Card are fully Used, the Card will no longer be Usable for any Transactions. **The money paid is not a deposit and does not establish a separate individual account at the Issuer.**

You cannot link the Card to any Bank, deposit or credit account You may have at any financial institution. This Card cannot be reloaded with additional value and is disposable when all value has been Used. Since the Card's value has been prepaid, **You should treat it the same as cash.** The Gift Card cannot be Used at ATM's or at Unattended Payment Terminals. Interest, dividends or other earnings or returns will not be paid for any value loaded on the card. There is no credit card, credit line, overdraft protection, or deposit account associated with the card. The value is not stored on the card itself; instead, it is stored on The Quays computer system.

When the Card's value has been depleted, destroy the Card by cutting it in half through both the magnetic stripe and Card number.

Valuation

The Quays Gift Card can be loaded at the time of purchase with any value from £10 to £1000, and up to the limit set by the local regulatory authority. The Available Funds accessible by the Card cannot be redeemed or Used by You, except under the terms of these Terms & Conditions.

Enquiries on Your Card Balance; No printed statements

To check the amount of Available Funds (balance enquiry) with Your Card, or for other information regarding Your Card, You may contact The Quays Shopping Centre information desk from where the card was purchased. We will not issue paper statements showing transactions performed or the unUsed monetary value left on the Card.

Retail Point of Sales purchase transactions

You or Your authorised User mUst sign the Card on the reverse side of the Card. You may Use the Card at any retail establishment ("Merchant") within The Quays Shopping Centre where Cards bearing the MasterCard logo are accepted to purchase goods and services at an electronic terminal operated by a Merchant ("POS Terminal"). By presenting this card as form of payment for goods or services, You are authorising a deduction in the Available Funds of the Card in order to cover the amount of the purchase. These Transactions will not be authorised if there is not sufficient Available Funds accessible by the Card to cover the POS Transaction and any fees.

Special Usage Situations

You need to be aware that Restaurants within the Shopping Centre may authorise Your Card for 10% to 20% more than the purchase price amount in order to cover Your anticipated gratuities or incidental charges. BecaUse this authorisation may be greater than the balance available on Your Card, it is possible that Your MasterCard Gift Card may be declined. If needed, You may request a "split transaction" from Your retailer to pay for any remaining balance exceeding the available balance on Your Gift Card. For example, if You wish to make a £20 purchase, but only have £15 remaining on Your Quays Gift Card, You may Use Your Card to pay £15 and pay the remaining £5 balance by other means such as cash, cheque or credit card.

Losing Your Gift Card

The Quays Gift Card mUst be treated like cash. You agree to Use Your best efforts to protect Your Card against loss, theft or unauthorised Use. You assume all risks of loss from a lost or stolen card. A replacement Card may only be issued, if duly reported to Us as lost or stolen by contacting The Quays Shopping Centre Information desk on 028 302 56000. The Quays may issue at Your request a replacement Gift Card for the remaining balance after the date You notify them of such loss, less any fees, within thirty (30) days at Your last known address according to our records. Please note that You need to keep a safe record of the original Gift Card purchase receipt to request a card to be stopped and re-issued.

Dealing with SUSpected Errors

In case of sUSpected errors or questions about Your Use of The Quays Gift Card, contact the Shopping Centre Information Desk Staff at he Shopping Centre from where the card was purchased, Use the www.theQuays.co.uk website or write to Us at: The Quays Shopping Centre, Newry, County Down Northern Ireland, BT35 8QS, if You think a transaction is wrong or if You need more information about a Transaction listed. We mUst hear from You no later than thirty (30) days after the receipt was issued on which the problem or error appeared.

1. Indicate Your name and name of the Purchaser of the Card.
2. Indicate the number of the Card.
3. Describe the error or the Transaction You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information.
4. Indicate the Euro/Sterling amount of the sUSpected error. If You tell Us orally, we require that You confirm the information You provided Us in writing within ten (10) bUsiness days. We will determine whether an error has occurred within ten (10) bUsiness days after we hear from You in writing and will refund promptly to You the amount of any error.

Expiration or Termination of Your Card

The Card shall expire and no longer be valid for Use upon the expiration date on the face of the Card or when the Available Funds reach zero, whatever happens first. You may claim any portion of the Available Funds writing at any time or within ninety (90) days after the expiration of the Card to Us; include the Card Number, the name of the Purchaser or the Card, and Your name and address, and request a refund of the unused balance. We will send a cheque to You in the amount of the remaining balance less a processing fee and any applicable monthly maintenance fees or charges. To allow for the processing of all outstanding transactions, the final value available to be redeemed may not be determined by Us for up to ninety (90) days following the expiration of the Card.

Unclaimed Funds

The balance remaining on Your Quays Gift Card may become unclaimed funds, if, as shown by our records, You have not,

within the stated period as set out in these terms and conditions, requested a refund of unused funds on Your expired Card. If that occurs, We may close the account associated with Your expired Card and charge a Closure Fee equal to the remaining unclaimed balance in its entirety less any outstanding transactions and other fees, ninety (90) days following the expiration of the Card.

Schedule of Fees

You agree to pay all the fees charged by Us for The Quays Gift Card and the Gift Card Programme, Transactions or services applicable to any Use of Your Card. You also agree to pay any fees imposed by others such as third party Kiosk owners for access to their Kiosks to conduct Transactions.

Balance Enquiries £ free

Card Maintenance £ 2.00 per month

- This fee is deducted from the thirteenth month after the month the card was purchased and until the card balance reaches zero.
- You will not be charged this fee after the expiration date of the card has been reached or if there is, no remaining funds on the card. If the available balance is less than this fee, the maintenance fee will equate to the balance in its entirety.

Lost and Stolen Re-Issuance £ 5

- This fee is only charged should You lose or have Your Card stolen, notify Us and elect to transfer Your remaining card balance to a new Card. This fee is to cover the costs incurred in re-issuing a new card. You are not charged this fee if You decide not to transfer the card balance or do nothing.

Closure at Your Request £ 5

- This fee is only charged should You choose to transfer Your remaining card balance before the expiration date. This fee is to cover the costs incurred in manually closing the account and sending a cheque. You are not charged this fee if You simply let Your card expire and do nothing.

Responsibility for Goods or Services

MasterCard, The Quays and the Issuer are not responsible if any person does not honour Your Card or for defects in or non-delivery of any goods or services You purchased or leased by Using the Card or the failure of any equipment to correctly complete a Transaction. If there is a problem or disputes with the purchase of goods or services, You must address it directly with the merchant involved. Refunds and returns are subject to the merchant's policies and applicable laws.

The Quays and The Issuer are not liable for any failed Transactions if You do not have enough money on Your Gift Card to cover a transaction, the retailer terminal system is not working properly, circumstances beyond our control prevent the Transaction, or the Merchant authorises an amount greater than the purchase price.

MasterCard Network Rules

The confidential and proprietary network, operating rules and MasterCard International, Inc. network, including, without limitation, procedures for authorisation of POS (Purchase) Transactions and duties and remedies for reversals and adjustments of POS (Purchase) Transactions, will apply to each POS (Purchase) Transaction, respectively in accordance with the appropriate network rules. Except as permitted in the Network rules, You cannot assert any claim or defence You may have

against a Merchant in a POS (Purchase) Transaction against a settlement and payment of such Transaction.

Personal Information

We will process and record Your personal information and sometimes use third party decision-making systems to verify this information. We will keep this information for only as long as we need to or are allowed by law. You can obtain a copy of this information by writing to The Quays Shopping Centre, Newry, Co. Down, Northern Ireland BT35 8QS. In order to process, use, record and release this information, we may pass this information outside the NI to other countries within the European Union. We may release some information to fraud prevention agencies. By purchasing the Card You agree that We may release some or all of Your information to a third party.

Force Majeure

Unless expressly prohibited or restricted by applicable law or this Agreement, the liability of the Issuer, its affiliates and The Quays is limited as follows: Except as required by applicable law, we shall have no liability, of any kind whatsoever, to You for performing or failing to perform any services in connection with these Terms & Conditions. Without limiting the above, we shall not be liable for delays or mistakes which happen because of reasons beyond our control, including but not limited to, acts of civil, military, or Banking authorities, national emergencies, insurrection, war, riots, failure of transportation, communication or power supply, or malfunction of or unavoidable difficulties with our equipment. If a court finds that we are liable to You because of what we did or did not do under or in connection with these Terms and Conditions or The Quays Gift Card Programme, You may recover from Us and our affiliates only Your actual damages. **In no event will You be able to recover from Us any consequential damages, special damages, or exemplary damages, even if we are aware of, or You have advised Us of the possibility of such damages. Any claims against Us must be submitted no later than ninety (90) days after the date of the Transaction for which such claim relates or arises.** The Card is not covered by the Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with The Quays Gift Card.

Assignment

In connection with any assignment or other transfer of a Card to an authorised User or any other person, these Terms and Conditions shall automatically be transferred to, and shall be binding upon, such new holder or User of such Card, and such person, his/her agents, legal representatives, heirs and estate.

Governing Law and Jurisdiction

This agreement and all arbitration proceedings will be governed by the laws of the Republic of Ireland.

Changes to this Agreement

This agreement constitutes the entire agreement between Us and any User regarding Use of a Card. We may delay or waive any of its rights at any time without waiving any of its rights at any future time. Except as otherwise required by applicable law, we may change this Agreement, and its related services, at any time and without notice to You. Such changes will be effective immediately.

Complaints

If You would like to make a complaint, please write to Us at The Quays Shopping Centre, Newry, Co. Down, Northern Ireland BT35 8QS or e-mail info@thequays.co.uk

The Quays have procedures in place to ensure Your complaint is handled fairly and quickly. However, if You are not satisfied with the outcome of Your complaint, You can write to the Financial Regulator, 6-8 College Green, Dublin 2. Tel: 1890 777 777, e-mail: consumerinfo@ifsra.ie