

T&Cs for the paysafecard Gift Card Shop

June 2017 version / Great Britain

I. General

1. Scope

1.1 paysafecard.com Wertkarten Vertriebs GmbH, company number 200580 x, registered in Vienna, Am Euro Platz 2, 1120 Vienna, Austria ("**PSC**"), operates the website www.paysafecard.com/uk ("**Gift Card Shop**") for the sale of shopping gift cards ("**gift cards**") from third-party providers ("**third-party providers**").

1.2 The following conditions apply to customer gift card purchases in the Gift Card Shop; **please read this attentively and with care.**

2. Purchase of gift cards/contract conclusion

2.1 The customer must have a my paysafecard account as a prerequisite for the purchase of gift cards. All regulations pertaining to this are based on the General Terms and Conditions of "my paysafecard", which are available at <https://www.paysafecard.com/en-gb/terms-and-conditions/>. Furthermore, the user's country, as registered on their my paysafecard account, must match the country in which the gift card will be bought.

2.2 The presentation of gift card options does not represent a binding offer on the side of PSC, but is instead a non-binding invitation to the customer for the order of these gift cards, and for that customer to make an offer. By sending an online order to PSC (by clicking the "Complete Payment" button), the customer makes a binding offer to conclude a contract with PSC. The contract comes into effect only when PSC accepts the customer's offer by sending the ordered gift card to the customer.

2.3 Should PSC not accept the customer's offer (e.g. due to gift card availability), then the customer will be informed of this unavailability. Any consideration already rendered by the customer will be reimbursed immediately.

2.4 Gift cards will be made available to the customer, both in the relevant my paysafecard account itself as well as to the e-mail address provided, within 24 hours following successful payment via my paysafecard. Delivery periods are non-binding. Compensation for late or missed deliveries is excluded, except in the case of intent or gross negligence on behalf of PSC. Gift card payment is possible only via the customer's my paysafecard account.

2.5 PSC reserves the right to establish limits on the purchase of gift cards. Such limits are to be published on the PSC website at www.paysafecard.com/uk.

2.6 Each gift card is identifiable via an individual gift card code, which may not be changed or copied by the customer. The customer is not permitted to resell or onsell gift cards.

3. Gift card redemption

- 3.1 The conditions of the relevant third-party provider shall apply, in its current version, for the redemption of any and all gift cards. These conditions can be viewed by visiting the relevant third-party provider's homepage.
- 3.2 The customer is required to use gift cards in a legally permissible way, and to take all appropriate measures to prevent fraud when redeeming gift cards. The **customer indemnifies PSC from all penalties pertaining to such a situation. In the case of reasonable suspicion, PSC reserves the right to block the customer's my paysafecard account.**
- 3.3 The **redemption of the gift card can be refused by the third-party supplier**, should there be suspicion of the existence of deception, fraud, or other unlawful acts in connection to the gift card redemption.
- 3.4 **Gift cards are redeemable within their period of validity..** The validity of gift cards depends upon the conditions of third-party providers. The issue date of each gift card purchase must be carefully checked by the customer, and must be considered upon gift card use. Remaining credit can no longer be used after the gift card expires. Gift cards not redeemed by the expiry date will not be refunded. It is not possible for gift cards to be paid out in cash.

4. Cancellation policy

4.1 Right of revocation

The customer has the right to revoke the contract within fourteen (14) days, without stating reasons, as long as the purchased gift card has not been redeemed with any third-party providers.

The revocation period is fourteen (14) days from the date upon which the customer received the item/s.

To exercise the right of revocation, the customer must contact us (paysafecard.com Wertkarten Vertriebs GmbH, Company number 200580 x, Am Euro Platz 2, 1120 Vienna, Austria, Fax: +43 1 720 83 80 -12, E-mail: info.uk@paysafecard.com) with a clear statement (e.g. a letter sent by mail, a fax, or an email) outlining their decision to revoke the contract. The customer may use, though is not required to use, the attached sample revocation form.

With regards to the revocation period, it is considered sufficient that the customer send the notification of exercising the right of revocation prior to the expiry of the revocation period.

4.2 Effect of revocation

If the customer revokes this contract, we will notify the customer of any and all payments we have received from them, including delivery costs (with the exception of additional costs resulting from the choice of the customer to select a different type of delivery than the most affordable standard delivery on offer), to be refunded immediately or at the latest within fourteen (14) days from the date upon which the notice of contract revocation is received by us. This reimbursement will be processed using the same payment method used by the customer in the original transaction, unless the customer has explicitly agreed otherwise. In no case will we charge the customer fees for this repayment. We may refuse the refund until the goods (the respective gift card/s) have been returned or until the customer has shown that the goods (the respective gift card/s) have been returned, whichever occurs first. The customer is to return the goods (the respective gift card/s) to us (paysafecard.com Wertkarten Vertriebs GmbH, Company number 200580 x, Am Euro Platz 2, 1120 Vienna, Austria, Fax: +43 1 720 83 80 -12, E-mail: info.uk@paysafecard.com) immediately, or at the latest within fourteen (14) days from the date of informing us about the contract revocation. This deadline is protected so long as the customer sends the goods (the relevant gift card/s) before the end of the 14-day deadline. The customer bears all direct costs relating to the return of the goods.

4.3 Sample revocation form

(If you want to revoke the contract, please complete and send back this form.)

To

paysafecard.com Wertkarten Vertriebs GmbH

Am Euro Platz 2

1120 Vienna, Austria,

Fax: +43 1 720 83 80 -12

E-mail: info.uk@paysafecard.com

I hereby revoke my contract relating to the purchase of the following goods (gift card/s):

- Ordered on [customer to complete] / received on [customer to complete]

- Customer name: [customer to complete]

- Customer address: [customer to complete]

- Customer signature (for printed versions only):

- Date: [customer to complete]

End of revocation

5. Liability

- 5.1 The liability of PSC is limited to **wilful intent and gross negligence**, as well as to the **value of the gift card/s purchased by the customer**. In the case of breach of obligations necessary for the achievement of the contract purpose ("essential contractual obligations"), PSC shall also be liable for minor negligence. All exclusions and limitations to the liability of PSC also apply to the personal liability of PSC employees, representatives and vicarious agents.
- 5.2 PSC assumes no liability for damage caused by force majeure, civil unrest, war, terror, natural disasters, or other events beyond reasonable control.
- 5.3 The uninterrupted availability of the Gift Card Shop is not guaranteed. The customer cannot derive any claims against PSC from temporary non-availability of the Gift Card Shop.
- 5.4 Neither PSC nor the relevant third-party providers are liable for the loss or non-use of gift cards by the customer following the creation and transmission (on paper or electronically) of the gift cards in question. In particular, neither PSC nor the relevant third-party providers are obliged to create replacement gift cards. Neither PSC nor the third-party provider assumes any liability in the case of typing errors relating to the e-mail address of the gift card recipient as entered by the customer.
- 5.5 The aforementioned liability exclusions, disclaimers, and limitations do not apply to damages resulting from injury to life, limb, or health.

6. Data protection

It is important to note that the name, address, and mobile phone number of the customer, as well as **all details required for contract processing, will be stored in electronic files. PSC is entitled to collect, process, and use any personal data provided by the customer within the framework of the contractual relationship**, insofar as this is necessary for the implementation of the contract, or insofar as PSC is obligated. The data protection policy outlines how PSC handles and protects private customer data. By using our services, the customer agrees that PSC may use this data in accordance with the data protection policy. The applicable data protection policy is available at <http://www.paysafecard.com/en-gb/data-protection/>.

II. Special provisions for certain gift cards

7. Gift card summary

A summary of gift cards currently on offer is available in the Gift Card Shop at <https://www.paysafecard.com/en-gb/lp-products/paysafecard-stores/>.

8. Special provisions for the purchase of Amazon.co.uk gift cards*

8.1 Gift cards may be used for purchases on Amazon EU S.à r.l. via their website (www.amazon.co.uk).

8.2 All Amazon.co.uk purchases made by the customer must comply with the Amazon.co.uk Terms and Conditions for gift card redemption (these can be found at www.amazon.co.uk) in their current version.

8.3 Amazon.co.uk disclaimer

*Amazon.co.uk gift cards ("gift cards"), are purchased from paysafecard.com Wertkarten Vertriebs GmbH, an authorised reseller of Amazon.co.uk gift cards. Amazon.co.uk gift cards ("gift cards") are redeemable for the purchase of selected products on Amazon.co.uk as well as other specified partner websites. These may not be resold, or otherwise transferred for a fee, to third parties. Cash payment is excluded. The issuer of the gift cards is Amazon EU S.à r. l. in Luxembourg. Neither these, nor their affiliated companies, are liable for gift card loss, theft, damage, or misuse. Gift cards can be redeemed at www.amazon.co.uk . There you can also find the complete Terms and Conditions. All products belonging to Amazon ®, ™, and © are the property of Amazon.com, Inc. or their affiliated companies. Gift cards are redeemable until the specified expiry date. No service charges will apply.

III. Final provisions

9. Amendment of terms

PSC reserves the right to make changes to their website, regulations, and conditions (including these Terms and Conditions) at any time. The Terms and Conditions in place at the time of the customer's order shall remain in force, unless a change to these conditions is required by law or by administrative order (in which case the amendments shall also be deemed applicable to previous orders made by the customer).

10. Severance clause

Should individual provisions of these General Terms and Conditions be found wholly or partly invalid, or contain a gap, the remaining provisions and provision sections shall remain unaffected. Should this occur, the parties shall be required to participate in the creation of new provisions, through which the ineffective or incomplete provisions are to be corrected as economically as possible, in a legally effective manner, while preserving the interests of the two parties.

11. Supplementary agreements

Supplementary agreements are required in written form to be considered effective.

12. Applicable law and jurisdiction

These General Terms and Conditions are subject to the law of the country in which the customer is resident. The court of jurisdiction for all legal disputes is the competent court in the customer's residential location.