

## HELLOYALTY PREPAID CARDS | Terms and Conditions | Effective November 2017

### 1. Terms and Conditions Introduction

- 1.1. These Terms and Conditions have been prepared by Quantum Marketing Solutions S.L. trading as Helloyalty (company number B64873060) ("Helloyalty" and "We" and "us" and "our").
- 1.2. These Terms and Conditions ("Terms and Conditions") govern your use of our Helloyalty Prepaid Mastercard Card ("Card") which you are authorised to use by Helloyalty in accordance with these Terms and Conditions.
- 1.3. This Card is issued to us by PerfectCard DAC ("Issuer"), pursuant to a license from Mastercard International Incorporated. Mastercard is a registered trademark of Mastercard International Incorporated. Card DAC is authorised by the Central Bank of Ireland under the Electronic Money Regulations 2011 (C95957) for the issuing of electronic money.
- 1.4. We have rights to the Card (including the balance on it) under our agreement with the Issuer. However, we authorise you to use our Card on the basis set out in these Terms and Conditions. Any rights you have in relation to the Card and under these Terms and Conditions are against us and not against the Issuer and You acknowledge and agree that the Issuer shall have no liability to You.
- 1.5. These Terms and Conditions, along with the terms on the back of the Card, constitute the complete and exclusive statement of agreement between you and us regarding your use of our Card.
- 1.6. By signing, or using the Card at a retail store or location ("Retailer") which is authorised to accept the Card you and all subsequent holders ("Cardholder") ("You" and "your") of the Card known or anonymous agree to be bound by the Terms and Conditions herein.
- 1.7. The Card is not transferable and You shall not permit any other person to use the Card.
- 1.8. This Agreement is subject to English law and to the exclusive jurisdiction of the English courts.
- 1.9. All provisions of this Agreement are void where expressly and to the extent prohibited by law.
- 1.10. In the event any provision of this Agreement is determined to be illegal or unenforceable, that provision will be eliminated or adjusted to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- 1.11. The Terms and Conditions within this agreement may change from time to time as required by the Issuer, Helloyalty or applicable law. We will provide You with at least 60 days' notice of any such changes by posting an updated version of the Terms and Conditions on the website listed on your card unless we are required by law or by the Issuer to make such a change on less than 60 days' notice. The updated version of the Terms and Conditions will state the date on which it becomes effective.
- 1.12. The latest version of the Terms and Conditions is posted online at on the website listed on your card or via our contact information below.

### 2. Card Use

- 2.1. Instructions for the use of your gift card are printed on the card carrier. For assistance with the use of your card see our FAQs at the website listed on your card or our contact information below.
- 2.2. You are responsible for checking your transaction history online and knowing the available balance. You can view the balance and transaction history on the website listed on your card or by our contact information below
- 2.3. The Card is a pre-paid, single-load stored value card not a credit card and cannot be reloaded with additional funds.
- 2.4. The Card must be signed by you to be valid and is only usable to purchase goods and services in accordance with this Agreement.
- 2.5. The Card may be used to make a purchase up to or below, but not above, the available balance. The remaining balance (if any) after purchase will not be paid in cash to Cardholder but may be used to purchase other goods or services at a Retailer
- 2.6. Transactions may be declined at some merchants (such as gambling merchants or merchants who choose

not to accept Mastercard Prepaid cards). You agree and understand that we are not liable in any way for the refusal of a Retailer to accept the Card or a declined transaction, except where the transaction has been declined because of an act or omission on our part.

- 2.7. The Card cannot be used to obtain cash or redeemed for cash and cannot be used for credit line, overdraft protection or for making direct debit, recurring, or regular installment payments.
- 2.8. You agree not to use the Card at any non-participating or unauthorised retail locations, and not to use the Card for any illegal transaction.
- 2.9. We or the Issuer may restrict or stop the use of the Card if suspicious activities are noticed.
- 2.10. If a Card is used to purchase goods or services in a currency other than the currency of the related Card Account, then the amount of the Transaction will be converted to the currency of the Card Account on the day We receive details of it. We will use Mastercard® authorised conversion rates applicable for such a Transaction (see [www.mastercard.com/global/currencyconversion](http://www.mastercard.com/global/currencyconversion)) which are not set by Us.
- 2.11. Information will be disclosed to third parties about the Card, or transactions made with the Card, whenever allowed by law, and also where necessary to operate the Card and process transactions. A full privacy policy can be viewed at the website listed on your card.
- 2.12. If you have a problem with a purchase made with the Card, or a dispute with a Retailer, you must deal directly with the Retailer involved. If you cannot resolve the dispute with the retailer, you can contact Helloyalty Client Services.

### **3. Activation and Expiry**

- 3.1. The Card must be activated within a set period from the date of issue. Both the date of issue and the activation period are stated on the Card carrier.
- 3.2. To activate the Card, you must go online to the website listed on your card and enter in the card details.
- 3.3. Once activated, funds are available by 12 pm the following business day.
- 3.4. If the Card is not activated within the set activation period it will expire.
- 3.5. Once activated, the Card is valid until the VALID THRU date printed on the front of the Gift card
- 3.6. The VALID THRU date states the month and year of expiration after activation
- 3.7. The date of expiry will be the last day of the stated month.
- 3.8. At expiry, you will no longer have a right to an amount equal to the remaining available balance. We will not give you any notice before this happens.
- 3.9. After the Card is expired, terminated, or blocked by Helloyalty, transactions on the Card will be declined and you cannot use the Card.

### **4. Lost, Stolen or Damaged Cards**

- 4.1. If the Card is lost, stolen or damaged or if you notice any error relating to the Card you should contact Helloyalty immediately by the details below.
- 4.2. You should treat the Card like cash. If the Card is lost or stolen, you lose your claim against us for an amount equal to the stored value.
- 4.3. You are responsible for all transactions made on the Card including any unauthorised transactions that may result if the Card is lost or stolen, except where there has been fraud or negligence by our staff or agents.
- 4.4. We have no obligation to replace or refund value for misused, lost, stolen or damaged Cards except where we have breached any condition or warranty implied under consumer protection legislation that cannot be excluded in these terms and conditions.
- 4.5. A replacement Card will not be issued unless you present adequate proof of purchase, the entire Card number, the damaged Card in the case of a damaged card, and your full identification.
- 4.6. You will not be liable for any Card transactions which take place after you have informed us of the loss or theft of the Card.
- 4.7. You may be prosecuted in the event that you bring any fraudulent claim for an unauthorised transaction

against us

- 4.8. If any subsequent investigations by us show that any disputed transaction was in fact authorised by you, conditions set out in these terms and conditions apply, we will not refund the transaction amount.
- 4.9. Requests to replace a Card may be denied by Helloyalty if we suspect fraudulent or other unlawful activity
- 4.10. If the replacement is approved, a new Card will be issued in the amount of the available balance, if any, of the replaced Card as of the time of the replacement
- 4.11. You may be charged a Card Replacement Fee
- 4.12. You agree and acknowledge that Helloyalty will bear no responsibility or liability for the use of a lost or stolen Card if you are in material breach of these terms and conditions.

## **5. No Compensation Scheme**

- 5.1. You are hereby advised and understand that the Financial Services Compensation Scheme does not cover the Card or the available funds on the Card.
- 5.2. You are further advised and understand that there is no similar scheme in place to compensate Cardholders in the event that the Issuer is unable to satisfy any claims related to the Card or this Agreement.

## **6. Contact Us**

- 6.1. To access information about the Card, you will be required to know the entire gift card number.
- 6.2. You will not be sent any statements concerning the Card.
- 6.3. Contact us by email at [info@helloyalty.com](mailto:info@helloyalty.com) or phone by calling +34 933 435 116 if you want to enquire about your issue date, view the available balance, check your transaction history, ask a question that is not answered in our FAQs at the website listed on your card or if you have any complaints about any aspect of the Card program.