

YOUR GIFT CARD FREQUENTLY ASKED QUESTION

1. WHERE CAN I USE MY GIFT CARD?

You may use your Gift Card at participating retailers within the following shopping centres owned or operated by Capital Shopping Centres Group PLC, including; Braehead, Renfrew; Chapelfield, Norwich; Eldon Square, Newcastle; Lakeside, Thurrock; Metrocentre, Gateshead; The Chimes, Uxbridge; The Glades, Bromley; The Harlequin, Watford; The Potteries, Stoke-on-Trent; and Victoria Centre, Nottingham.

2. HOW DO I USE THE CARD?

Firstly, sign the card on the reverse. When you wish to spend on the card simply present it to a participating retailer in the same way as any other debit card. The retailer will process the transaction and ask you to sign the debit card receipt in the normal way. It is always a good idea to check your balance before spending on the card.

3. WHERE CAN I CHECK MY BALANCE?

You may check your balance at the shopping centre Customer Service desk, online at www.flex-ecard.com, by telephoning Flex-e-vouchers Ltd Customer Services on 0844 744 4277, or by text message. For the text service please send a message starting BAL and be followed by the last 8 digits of your card number to 60030 Flex-e-vouchers Ltd will return the available balance on your card by text message. A charge of 25p + standard network charges for text messages will apply. These charges will be levied by your mobile telephone service provider and not by Flex-e-vouchers Ltd.

4. WHAT DO I DO IF I HAVE LOST MY GIFT CARD?

If you lose your Gift Card please telephone Flex-e-vouchers Ltd Customer Services on 0844 744 4277. You will not be responsible for any transactions on the card after notifying Flex-e-vouchers Ltd Customer Services.

5. DO ANY CHARGES APPLY?

No charges are applied to Gift Cards. However the Gift Card expires 12 months after issue. The exact expiry date of your Gift Card is shown on the receipt supplied with your Gift Card. Please read section 8 of the terms and conditions carefully as it contains full details of the expiry policy.

6. DOES MY GIFT CARD NEED TO BE ACTIVATED?

If your Gift Card was purchased at a shopping centre it does not need to be activated. If it was purchased online and delivered by post or courier it will require activation. You can activate the card by visiting www.flex-e-card.com or by calling 0844 774 4277. You will need the card activation code supplied to the purchaser by email following purchase to activate the card. Monies on the Gift Card will normally be available for use one hour after activation. If you need any assistance with card activation please contact Flex-e-vouchers Ltd Customer Services on 0844 774 4277.

YOUR GIFT CARD TERMS AND CONDITIONS

1. INFORMATION ON WHO WE ARE AND THIS AGREEMENT

1.1 Gift Cards are distributed by Capital Shopping Centres Group PLC and are issued by Newcastle Building Society pursuant to license by MasterCard international or its affiliates. Newcastle Building Society is authorised by the Financial Services Authority (FSA) as an Electronic Money Issuer and Payment Services Provider under registration no. 156058 – Principal office: Portland House, New Bridge St, Newcastle upon Tyne, NE1 8AL, United Kingdom. In this agreement, 'we' or 'us' refers to Newcastle Building Society, or any of the organisations described in sections 1.1 or 1.2 acting on behalf of Newcastle Building Society.

1.2 The production of the Gift Cards and the technology systems required to operate the Gift Cards are provided by Flex-e-vouchers Ltd (registered in the United Kingdom) and Global Processing Services FZLLC (registered in Dubai). Flex-e-vouchers Ltd also provides customer support for Gift Cards as set out in paragraph 12 below.

1.3 This document sets out an agreement between you and us governing the possession and use of the Gift Card. This agreement will last for a period of 12 months, starting on the date that the Gift Card was purchased or activated. This agreement and all communications between us and you shall be in the English language.

2. GIFT CARDS

2.1 A Gift Card is a prepaid payment card which may be used to pay for goods and services at participating retailers that accept Maestro cards. It is designed for use in shops and retail locations within the United Kingdom for transactions conducted in UK Sterling where you are physically present. The card is not designed to be used for mail order, telephone order, or Internet transactions. Like any payment card, we cannot guarantee that a particular retailer will accept the card, please check with the retailer before attempting the transaction if you are unsure. You are recommended to keep track of your ongoing balance and communicate this to retailers at time of use.

2.2 The Gift Card is an electronic money ('e-money') product, regulated by the Financial Services Authority. The purchase of a Gift Card is the purchase of a means of payment, it is not a deposit. You will not earn interest on the balance of the card. The card and associated balance are valid for a period of 12 months from the date of purchase (or date we accept payment for your order in the case of cards purchased on the Internet).

2.3 If the card was purchased in the shopping centre, the maximum value that may be loaded onto the card is £1,000. The Gift Card will be activated at the point of purchase and the monies on the Gift Card will be available for use one hour after purchase.

2.4 If the Gift Card was purchased over the Internet, the maximum value that may be loaded onto the card is £1,000. The Gift Card will require activation upon receipt. You can activate the card by visiting www.flex-e-card.com or by calling 0844 774 4277. You will need the card activation code supplied to the purchaser by email following purchase to activate the card. Monies on the Gift Card will normally be available for use one hour after activation.

2.4 Additional funds cannot be put onto the Gift Card after initial purchase, except in the case where a retailer refunds a transaction onto the Gift Card. Refunds usually take several days to reach your card, please see Section 12.4 for details.

3. IDENTIFICATION REQUIRED FOR PURCHASE OF GIFT CARDS

3.1 The Gift Card is a financial services product, and we are therefore required by law to hold certain information about our customers. We also use this information to help us identify you and your card in the event that it is lost or stolen, or you want a refund of the card balance. We only keep this information as long as is necessary and for the purposes described. Please see Section 15 for more information.

3.2 Before you apply for the Gift Card you will be required to provide the following information if buying the card in person at the shopping centre:

3.2.1 For single purchases or cumulative purchases that are under £100 we will record your name and address and date of birth, and may ask for other information, for instance your email address and mobile phone number.

3.2.2 For single purchases or cumulative purchases between £100 and £650 we will record your name and address and date of birth, and may ask for other information, for instance your email address and mobile phone number. We will require you to provide one form of ID. Acceptable forms of ID are a passport; driving license; national ID card; original correspondence from a Government department (HMRC, Local Authority Housing Benefit, State or Local Authority Education or Grant, Department for Work & Pensions); or an original bill (Bank/Building Society/Credit Card/Mortgage statement, Council Tax demand or statement, Utility Bill excluding mobile telephone bill) that is less than 3 months old.

3.2.3 For single purchases or cumulative purchases of between £650 and £1000 we will record your name and address and date of birth, and may ask for other information, for instance your email address and mobile phone number. We will require you to provide one form of photographic ID (passport, driving license, or national ID card) or two forms of other ID. Acceptable forms of other ID are original correspondence from a Government department (HMRC, Local Authority Housing Benefit, State or Local Authority Education or Grant, Department for Work & Pensions); or an original bill (Bank/Building Society/Credit Card/Mortgage statement, Council Tax demand or statement, Utility Bill excluding mobile telephone bill) that is less than 3 months old.

3.3 Where you apply for a card via the Internet, or where we feel it is necessary, we may carry out certain checks to verify your identity, which may include an electronic identity check. When we carry out these checks, your personal information may be disclosed to credit reference agencies and fraud prevention agencies. These agencies may keep a record of the information and a footprint may be left on your credit file, although the footprint will denote that the search was not a credit check and was not carried out in support of a credit application. It is an identity check only, and will therefore have no adverse affect on your credit rating.

3.4 The purchase of or use of the Gift Card will indicate to us that you consent to the checks described in this agreement being undertaken.

4. FEES AND CHARGES

The table below describes fees and charges apply to the purchase and use of the Gift Card:

Fee description	Fee
Issue fee for the sale and issuance of the Gift Card	FREE
Administration fee for the manual work involved in carrying out the redemption of refund of the remaining card balance	£9.95
Administration fee for the costs of the card and administration work involved in replacing a lost or stolen card	£5.95

5. HOW TO USE THE GIFT CARD

5.1 A Gift Card may be used by the purchaser of the Gift Card or it may be given to another person as a gift. Prior to use, the Gift Card should be signed on the reverse by the person who will be using the Gift Card.

5.2 We will be entitled to assume that a transaction was authorised by you where the magnetic stripe on the card was swiped by the retailer, where there is a signed sales slip, or where relevant information is supplied to the retailer that allows them to process the transaction (for example in the case of an Internet or other non face-to-face transaction). Normally, we will receive notification of your authorisation by way of an electronic message in line with the rules and procedures of the payment scheme (MasterCard network).

5.3 Once you have received your instruction to proceed with the transaction, the transaction cannot be stopped or revoked. Please refer to Section 12 of this agreement for more information. We will deduct the value of the transaction in Pounds Sterling from the remaining balance of the Gift Card. The retailer or service provider that has accepted your card for payment will normally receive payment within 5 working days.

5.4 The Gift Card may be used in full or part payment for purchases. In the case of part payment, the person using the Gift Card will be required to pay the outstanding amount of the purchase by an alternative means, for example, cash or debit or credit card.

5.5 If you use a card for a transaction in a currency other than Pounds Sterling, the transaction will be converted to Pounds Sterling by the MasterCard scheme network at a rate set by MasterCard International. The exchange rate varies throughout the day and is not set by us, therefore we are not responsible for and cannot guarantee you will receive a favourable exchange rate. You can ask us for information about the exchange rate used after the transaction has been completed by contacting Flex-e-vouchers Ltd Customer Services.

5.6 Normally, we will be able to support transactions 24 hours per day, 365 days per year. However, we cannot guarantee this will be the case, and in certain circumstances, for example a serious technical problem, we may be unable to receive or complete transactions.

6. RESTRICTIONS ON USE OF GIFT CARD

6.1 A Gift Card cannot be topped up after purchase.

6.2 A Gift Card cannot be used to withdraw cash at ATMs or at banks. The card is not designed to be used for mail order, Internet, or other non face-to-face transactions.

6.3 A Gift Card is not linked to a bank account and is not a cheque guarantee card, charge card or credit card, nor does it attract interest on the balance, nor may it be used as evidence of identity.

6.4 A Gift Card may not be used for preauthorised regular payments, for gambling, or for any illegal purposes.

6.5 Use of a Gift Card may be restricted without notice if suspicious, fraudulent or illegal activities are identified or suspected, if we believe you have not complied with these terms and conditions, or in the event of exceptional circumstances which prohibit the normal operation of the Gift Card.

7. MANAGING YOUR GIFT CARD ACCOUNT

7.1 The balance available on the Gift Card will be reduced by the value of each payment that is made using the Gift Card. Where you have used the card to pay for goods or services, the value of the transaction plus any relevant fees or charges will be

paid to the retailer or service provider via the MasterCard scheme network.

7.2 If any payment is attempted that exceeds the remaining value on the Gift Card the transaction will be declined. If you know the remaining value on your Gift Card you may be able to make a partial payment to use this value and separately pay the difference by alternative means, such as with cash or a different card. Not all retailers support this functionality, please check with the retailer before attempting to carry out a split payment.

7.3 You may check the available balance on your Gift Card or view a statement of recent transactions by visiting www.flex-e-card.com, or alternatively by calling Customer Services in accordance with Section 13 below.

7.4 Balance enquiries are provided free of charge by calling 0844 774 4277 (note that calling costs may apply - check with your phone provider).

7.5 You may check the available balance on your Gift Card by sending a text message to 60030 the message should start 'BAL' and be followed by the last 8 digits of your 16 digit card number. We will return the available balance on your card by text message. A charge of 25p + standard network charges for text messages will apply. These charges will be levied by your mobile telephone service provider and not by us.

8. EXPIRY OF THE GIFT CARD AND BALANCE

8.1 Your Gift Card and any money loaded onto the card will cease to be valid 12 months from the date of purchase - this is referred to as the 'expiry date'. On that date, the card will cease to function and you will not be entitled to use the card. For a period of 90 days starting on the expiry date, you are entitled to redeem some or all of the remaining balance of the card, subject to a £9.95 administration fee. After 90 days from the expiry date, you will not be entitled to any refund or replacement of the card or balance. Please see Section 9 of this agreement for more information.

8.2 In some cases, the expiry date printed on the card face is different from the date on which the card will expire. If you are in any doubt as to the actual expiry date of the card, you should call us on 0844 774 4277.

9. CANCELLATION PERIOD AND REFUND PROCEDURE

9.1 Only the person who has purchased the Gift Card will be able to request a refund, subject to proof of identity, production of the original receipt and the return of the Gift Card. Any refund will be made by returning funds to the source of the original Gift Card purchase; for example if the card was purchased using a credit card, funds will be returned to that credit card.

9.2 The purchaser of the card is entitled to a 14-day 'cooling off' period. Should you wish to cancel your Gift Card please return it to the Customer Services Desk at the Centre, unsigned and unused with your original sales receipt within 14 days of purchase and a full refund will be made.

9.3 After 14 days from the date of purchase, and for up to 90 days from the expiry date, only the balance remaining on the Gift Card will be refunded and any refund will be subject to a £9.95 administration fee to cover the costs of processing the refund and cancelling the Gift Card.

9.4 If you request redemption of the remaining balance in accordance with conditions 9.2 or 9.3, we will interpret this as your withdrawal from this agreement and we will retain the Gift Card.

10. KEEPING YOUR GIFT CARD AND DETAILS SAFE

10.1 You are responsible for keeping your Gift Card and its details safe. This means

you must take all reasonable steps to avoid the loss, theft or misuse of the Gift Card or details. Do not disclose the Gift Card details to anyone except where necessary to complete a transaction. You should be happy that the retailer or service provider is genuine and has taken adequate steps to safeguard your information before proceeding with the transaction and supplying them with the physical card or details.

11. LOST, STOLEN OR DAMAGED GIFT CARDS

11.1 If you lose your Gift Card or it is stolen or damaged please notify Flex-e-vouchers Ltd immediately by telephoning Customer Services in accordance with paragraph Section 13 of this agreement. You will be asked to provide your Gift Card number and other information to verify that you are the authorised cardholder. Following satisfactory completion of the verification process, Flex-e-vouchers Ltd will then immediately block any lost or stolen Gift Card to prevent unauthorised use and cancel any damaged Gift Card to prevent further use.

11.2 If we believe you have acted fraudulently or you have intentionally or with gross negligence failed to keep your Gift card and/or details of its security features safe, you will be held liable for all transactions. We may limit your liability to a maximum of £50 for lost or stolen Gift Cards prior to you notifying our Customer Services team of the loss or theft, however it is important that you contact us as soon as you can. If we believe you have delayed notifying us or acted negligently, you may be held liable for the full amount.

11.3 After you have notified us of the loss or theft, and providing that we are able to identify your card and satisfy certain security checks, you will be able to collect a replacement card from the shopping centre according to instructions given to you by our customer support team. A cancellation and replacement fee of £5.95 per Gift Card will be deducted from the remaining balance on the Gift Card, or you may elect to pay the fee separately. Replacement cards can only be collected up to the expiry date of the original card (as detailed in 8.1). The replacement card will be valid for a period of 12 months from the date that you collect the replacement card. The cooling off period described in Section 9.2 does not apply to replacement cards.

12. PURCHASES FROM RETAILERS AND TRANSACTION DISPUTES

12.1 We are not responsible for the safety, legality, quality or any other aspect of the goods and services purchased with the Gift Card.

12.2 If you believe you did not authorise a particular transaction, or if you have any dispute over the goods or services purchased, you should first attempt to resolve such disputes directly with the retailer or service provider.

12.2.1 If you identify a transaction that you believe was unauthorised or incorrectly carried out, you must notify us without undue delay and in any event, not more than 13 months after the date of the transaction. Consequently, you must tell us as soon as you notice the problem. We may ask you to demonstrate why it has taken so long to tell us about a dispute if the transaction in question is more than 45 days old. If we believe you have failed to notify us promptly we will not be able to assist you with the dispute.

12.2.2 In certain circumstances, we may be able to assist you with a dispute. Such instances will be handled on a case-by-case basis, and we cannot guarantee that we will be able to help in every case, though we will use all reasonable endeavours where we can. We shall not be held liable for a transaction that has been incorrectly executed if you have failed to notify us of a problem in a timely manner; in those circumstances, you may be held liable.

12.2.3 Providing that you have notified us promptly, we will investigate the

circumstances of the transaction and will reach a decision on whether or not the transaction was correctly authorised and executed. If our investigations show that the transaction was not correctly authorised or executed, we will rectify the situation by returning your Gift Card balance to the position it would have been in, had the incorrectly executed or unauthorised transaction not taken place.

12.3 In certain circumstances, a transaction will be initiated but not fully completed. Where this happens, this may result in the value of the transaction being deducted from the Gift Card balance and therefore unavailable for use - we refer to this as a 'hanging authorisation' or 'block'. In these cases, you will need to contact our Customer Service team and present relevant evidence to show that the transaction has been cancelled or reversed.

12.4 Where a retailer provides a refund for any reason (for example, if you return the goods as faulty) it can take several days for the notification of the refund and the money itself to reach us. As such, please allow 5-10 days from the date the refund was carried out for the refund to be applied to your Gift Card account.

13. CUSTOMER SERVICES AND ACCESS TO THE FINANCIAL OMBUDSMAN

13.1 All telephone enquiries in connection with a Gift Card should be made to Flex-e-vouchers Ltd Customer Services on 0844 774 4277 or by writing to Customer Services, Flex-e-vouchers Ltd, Office 13, Telfords Yard, London E1W 2BS. The Customer Services team are available 9am to 10pm Monday to Friday, 10am to 10pm on Saturdays, and 10am to 6pm on Sundays. During these hours Flex-e-vouchers Ltd will endeavour to resolve all enquiries immediately, however please note that certain types of enquiry can only be resolved during normal business hours.

13.2 Flex-e-vouchers Ltd business opening hours are Monday to Friday, 9am to 5pm. Correspondence received after the close of business on a particular day will be treated as having arrived on the following business day.

13.3 If you are unsatisfied with any element of the service you receive, any complaints should also be made to Flex-e-vouchers Ltd Customer Services as set out above. Calls may be monitored or recorded. BT National Rate charges apply.

13.4 In the unlikely event that you remain unsatisfied after Flex-e-vouchers Ltd Customer Service team have looked into a complaint, you may contact the Financial Ombudsman Service by: writing to Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR, UK; telephoning 0845 080 1800; or emailing complaint.info@financial-ombudsman.org.uk

14. LIMITATION OF LIABILITY

14.1 None of the organisations described in Sections 1.1 and 1.2 will be liable for any: losses that were not foreseeable at the time of the purchase of the Gift Card; losses that were not caused by any breach on their part (each acting severally); business losses and/or losses to non-consumers.

In any event the liability of the organisations described in Sections 1.1 and 1.2 will be limited to the value deposited on the Gift Card at the time of purchase of the Gift Card.

14.2 If you have used your card or allowed your card to be used fraudulently, in a manner that does not comply with these terms and conditions, for illegal purposes, or if you have allowed your Gift Card or details to be compromised due to negligence you will be held responsible for the use and misuse of the card. We will take all reasonable and necessary steps to recover any loss from you, and there shall be no maximum limit to your liability except where relevant laws or regulations impose such a limit. This means

you should take care of your Gift Card and details and act responsibly, or you will be held liable.

14.3 Providing that you have taken all reasonable care necessary, and in consideration of the conditions of sections 12 and 14.2, the maximum liability you will have for misuse of a lost or stolen Gift Card or misuse of the Gift Card details will be £50.

14.4 The Financial Services Compensation Scheme (FSCS) does not apply to this Gift Card product. This means in the unlikely event that Newcastle Building Society became insolvent, your Gift Card may cease to function and may become valueless, and you could lose the monetary value of the Gift Card. You will not be able to reclaim this money from the FSCS.

14.5 Although the FSCS does not apply to your Gift Card, Newcastle Building Society and its commercial partners will take all reasonable endeavours to keep your money safe, including holding funds in designated client accounts. We take protection of your money seriously, and will be happy to discuss this with you if you have any concerns or questions.

15. YOUR PERSONAL INFORMATION

15.1 We collect certain information about the purchaser and the users of the Gift Card in order to operate the Gift Card programme. For the purpose of collecting personal information Flex-e-vouchers Ltd are the Data Controllers as described in the Data Protection Act 1998. Flex-e-vouchers Ltd appear on the ICO Data Controllers Register.

15.2 Your personal data will be processed by Flex-e-vouchers Ltd and Global Processing Services FZLLC in order to administer the Gift Card and to deal with any enquiries you have about the Gift Card. The personal data is used to administer your account, and to satisfy the identification requirements of the Financial Services Authority and relevant laws.

15.3 Unless you have provided your permission, your personal data will not be used for marketing purposes, nor will it be shared with third parties unconnected with the Gift Card scheme.

15.4 You have the right to request details of the personal information that is held about you, and you may receive this by writing to Flex-e-vouchers Ltd, Office 13, Telfords Yard, London, E1W 2BS.

16. CHANGES TO THESE TERMS AND CONDITIONS

16.1 These Terms and Conditions may be changed or amended at any time for legal, regulatory or security reasons or to enable the proper delivery of or to improve the delivery of the Gift Card scheme. If any changes are made they will be publicised two months before the changes take effect (unless law requires us to make a more immediate change), and copies of the revised Terms and Conditions will be made available at Customer Services Desks and online at www.flex-e-card.com.

16.2 Due to the nature of Gift Card programmes, it is often difficult or impossible for us to contact each individual cardholder in the event of a change to these terms & conditions. It is therefore the responsibility of both the Gift Card purchaser and the recipient to check the website www.flex-e-card.com regularly for changes to terms & conditions. We will assume that you have done so, and will be entitled to assume you have accepted any changes to these terms & conditions unless you notify us otherwise. We will deal with any such circumstances on a case-by-case basis.

17. LAW AND COURTS

17.1 The law of England and Wales applies to these Terms and Conditions and the courts of England and Wales will deal with any legal proceedings between us.