

END USER
Love2shop e-Gift Cards
TERMS & CONDITIONS

These Terms and Conditions apply to your Love2shop e-Gift Card and its use by you. By using your Love2shop e-Gift Card you are deemed to accept these Terms and Conditions which shall form a legally binding contract between You and the Purchaser. You must read them carefully.

1. Definitions

- 1.1** In these Terms and Conditions, unless the context otherwise requires the following words and expressions shall have the following meanings:-
 - 1.1.1** 'Love2shop e-Gift Card' means the 14 digit number issued by PCS which is to be used at www.love2shopdigital.co.uk;
 - 1.1.2** 'Sales Support' means the contact centre operated for and on behalf of PCS for dealing with all your enquiries; details of such centre are contained in condition 10;
 - 1.1.3** 'Goods' means the e-codes which are available from us which can be purchased using Love2shop e-Gift Card;
 - 1.1.4** 'PCMS' means Park Card Marketing Services Limited (Company Registration No. 5325492) whose registered office is at Valley Road, Birkenhead, Merseyside CH41 7ED;
 - 1.1.5** 'PCS/'We'/'Us'/'Our' means Park Card Services Limited (Company Registration No. 3280082), the E-money issuer, whose registered office is at Valley Road, Birkenhead, Merseyside CH41 7ED;
 - 1.1.6** 'Purchaser' means the person who paid for the Love2shop e-Gift Card;
 - 1.1.7** 'SMS' means the short message service allowing the interchange of short text messages between mobile telephones (texts);
 - 1.1.8** 'You'/'Your' means the person to whom the Love2shop e-Gift Card has been gifted to by the Purchaser or such other permitted user of the Love2shop e-Gift Card from time to time.

2. The Love2shop e-Gift Card

- 2.1** The Love2shop e-Gift Card is issued to the Purchaser. We may and will assume unless and until we are notified to the contrary, that the person who uses the Love2shop e-Gift Card at any time is the rightful user of the Love2shop e-Gift Card.
- 2.2** The Love2shop e-Gift Card:-
 - 2.2.1** cannot be exchanged for cash and no exchange can be given by us;
 - 2.2.2** can only be used to purchase Goods on line at www.love2shopdigital.co.uk
- 2.3** Love2shop e-Gift Card may be denominated in GB £s or Euro.
- 2.4** You will not earn any interest on any funds loaded onto the Love2shop e-Gift Card nor receive any other benefit related to the length of time you hold the Love2shop e-Gift Card.
- 2.5** We will not issue a statement in respect of your Love2shop e-Gift Card but details of the balance on your Love2shop e-Gift Card can be obtained online or by contacting Sales Support.
- 2.6** Unused balances are not transferable.
- 2.7** The Purchaser/You must be over the age of 18 and resident in the United Kingdom or the Channel Islands.

3. Lost, Stolen, Damaged or Destroyed Love2shop e-Gift Card

- 3.1** If your Love2shop e-Gift Card is lost, stolen, damaged or destroyed You must notify us immediately by telephoning Sales Support and quoting the Love2shop e-Gift Card number.
- 3.2** Upon receipt of the Love2shop e-Gift Card number We will immediately cancel the Love2shop e-Gift Card.
- 3.3** Until We receive your notification in accordance with condition 3.1 all purchases made using the Love2shop e-Gift Card will be debited to the Love2shop e-Gift Card.
- 3.4** After such security checks as We may require, We will, unless We believe that fraud may be involved, and subject to condition 3.5, arrange for a replacement Love2shop e-Gift Card to the value of the balance on the Love2shop e-Gift Card at the time it is reported lost, stolen, damaged or destroyed to be issued to You.
- 3.5** Valid claims will be completed within 5 working days and may be subject to an administration fee.

4. Charges

All charges by Us referred to in these Terms and Conditions will be:

- 4.1** automatically deducted from the balance on your Love2shop e-Gift Card; and
- 4.2** subject to variation as and when We require, subject to Us giving not less than 28 days prior notice of any such variation before making any deduction from your Love2shop e-Gift Card.

5. Expiry of the Love2shop e-Gift Card

The expiry date of your Love2Shop e-Gift Card is a minimum of 6 months after it was purchased. You can see the exact expiry date once you click on the link contained in your Love2Shop e-Gift Card purchase confirmation email. After that date, your Love2Shop e-Gift Card will no longer be valid and neither You nor any other person will be able to use it.

6. Redemption/Cancellation

When the Love2shop e-Gift Card was purchased consent was given for it to be supplied immediately, this being the supply of digital content within the Purchaser's 14 day cancellation period, and the Purchaser acknowledged that the right to cancel was immediately lost.

7. Complaints

- 7.1** If You have a complaint concerning your Love2shop e-Gift Card then please contact us via www.love2shopdigital.co.uk.
- 7.2** All complaints will be dealt with as quickly and as fairly as possible in accordance with our complaints procedure, details of which can be obtained from www.love2shopdigital.co.uk.

8. Data Protection

We are committed to maintaining all data which we collect and process in accordance with the requirements of all applicable data protection legislation, including the General Data Protection Regulations (GDPRs) and the Data Protection Act 2018. We will take reasonable steps to ensure that all personal data concerning You or Your Love2shop e-Gift Card is kept secure against unauthorised access, loss, disclosure or destruction. Further details are contained within our Privacy Policy and Cookie Policy, links to which can be found at the footer of our website www.love2shopdigital.co.uk. By using Your Love2shop e-Gift Card and/or otherwise providing us with Your personal data You agree to the terms contained within our Privacy Policy and Cookie Policy.

9. Use of the Love2shop e-Gift Card

- 9.1** Full instructions on how the Love2shop e-Gift Card is used can be found on the personalised email(s) you have received.
- 9.2** You must:-
 - 9.2.1 treat the Love2shop e-Gift Card as if it were cash;
 - 9.2.2 take all reasonable precautions to ensure that the Love2shop e-Gift Card is not lost, stolen, damaged or destroyed Love2shop e-Gift Card;
 - 9.2.3 let Us know as soon as possible if your Love2shop e-Gift Card is lost, stolen, damaged or destroyed.
 - 9.2.4 Keep the email which contains the Love2shop e-Gift Card safe.
- 9.3** The Love2shop e-Gift Card can only be used to purchase goods on line at www.love2shopdigital.co.uk.
- 9.4** We will debit the amount of all purchases from the balance on your Love2shop e-Gift Card immediately the purchase is completed.
- 9.5** If we need to investigate a transaction on the Love2shop e-Gift Card then You must co-operate with Us, the police or any other authorised body if this is reasonably required.
- 9.6** The maximum amount You can spend is the amount of the Love2shop e-Gift Card. If You attempt to spend more than the balance the transaction will be declined.
- 9.7** The Love2shop e-Gift Card must not be sold by You, or by any other holder of the Love2shop e-Gift Card from time to time, but it may be gifted by You to any person to use to pay for Goods. If you gift a Love2shop e-Gift Card to another person You will be responsible for all use of the Love2shop e-Gift Card and You must ensure that such person understands and complies with the obligations contained in these Terms and Conditions, particularly those relating to the security and use of the Love2shop e-Gift Card.

10. Sales Support

You can contact Sales Support via www.love2shopdigital.co.uk.

The geographical address at which we may be contacted is our registered office address as set out above.

11. Rights of Third Parties

These Terms and Conditions do not create any right enforceable by any person who is not a party to them, except that:-

- 11.1** these Terms and Conditions may be enforced by Us;
- 11.2** a person who is the permitted successor or assignee of the rights of a party referred to in these Terms and Conditions is deemed to be a party to these Terms and Conditions and the rights and obligations of such successor or assignee shall, subject to and upon any succession or assignment permitted by these Terms and Conditions, be regulated by these Terms and Conditions.

12. Governing Law and Jurisdiction

These Terms and Conditions shall be governed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales. All communications with you will be in English.

13. Variation

- 13.1** We may vary these Terms and Conditions as and when We require (including, without limitation, changing existing fees or introducing new fees), provided that We have given You not less than 2 months' prior notice of any such variation, unless a change in the law does not allow Us to provide You with 2 months' prior notice.

- 13.2** When We notify You of a change to these Terms and Conditions, You will be deemed to have accepted the notified change unless You notify Us that You do not agree to the change prior to the change taking effect. In such circumstance, We will treat Your notice to Us as notification that You wish to terminate these Terms and Conditions immediately and without charge.
- 13.3** Notification of any changes will be provided to You by email, by post, via Our website, and/or by other agreed means and You agree that this is an appropriate method to vary these Terms and Conditions.

14. Physical Gifts

- 14.1** Our physical gifts (Hampers, wines, champagnes...) are provided and despatched by our partner Simply Thank You. The following terms are associated to physical gifts only.
- 14.2 Purchasing Through Simply Thank You**
We know that our customers want to have complete confidence when they shop with Simply Thank You, so we back each of our products with the Simply Thank You quality pledge. Our products are thoroughly tested before they make it to the pages of our site. We source the best products, food, drink and flowers so we can be confident in our range and pass that confidence on to our customers; we only stock items we are sure you will be delighted to receive. In every case we aim to represent our products as fairly as possible. In the case of hampers, substitutions are occasionally necessary; if this is the case, missing items will be substituted for items of the same or higher quality and value.
If you're ordering alcoholic items, you and the recipient of the item must be over the age of 18, and identification will be required on delivery.
- 14.3 Cancellation, Return and Refund on Tangible Items**
In the case of perishable items, it is not always possible to cancel and order once it has been processed. In most other cases however, we will attempt to fulfil cancel requests up to 2 hours before delivery.
If your order hasn't arrived, arrives incomplete or arrives damaged you can contact our customer service team and we will be happy to correct the mistake. Please don't destroy or throw away any product until you have spoken with a member of our team, who will advise how to proceed. In the case of gift items which contain multiple products, for example hampers, damaged contents will be replaced as specified.