

Applegreen Gift Card Terms and Conditions

INTRODUCTION

The Applegreen Gift Card is available in euro (€) only. The Card is not a credit card, or a charge card, nor is it a debit card linked to a current account. It is a prepaid card which means that money must be loaded onto the Card at the time of purchase. Once one Business Day has elapsed from the date of purchase, cardholders can use the Card to pay for purchases at Participating Applegreen outlets. The Card is issued by GVS Prepaid Limited subject to these terms and conditions. Certain limits apply to the Card. A maximum value of €500 may be loaded onto the Card at the time of purchase, and the minimum load value is €15. Only full €1 amounts (or multiples thereof) may be loaded onto the Card. Additional amounts may not be loaded onto the Card at any time. Interest will not be payable in respect of Card balances.

The Gift Voucher Shop will provide customer services and certain other administrative functions in respect of the Card.

1. DEFINITIONS

“Agreement” means the agreement between you, us and Applegreen, which includes these terms and conditions.

“Applegreen” means Petrogas Group Limited trading as Applegreen. A company having its registered office at Unit 17, Joyce Way, Park West Business Park, Dublin 12, D12 F2V3

“GVS Prepaid”, means GVS Prepaid Limited, trading as GVS Prepaid, whose registered office is at 4 The Merlin Centre, Acrewood Way, St Albans, AL4 0JY, England and its successors and assigns. Rights and responsibilities under this Agreement may be transferred or delegated.

“Business Day” means any day from Monday to Friday excluding Irish bank or public holidays.

“Card” means the Applegreen Gift Card, a prepaid card denominated in euro, or any replacement card which we issue to you from time to time.

“Card Purchase” means any transaction whereby the Card is used to pay for goods and/or services at Participating Applegreen outlets.

“Gift Voucher Shop” or “GVS” means GVS Gift Voucher Shop DAC, a company having its registered office at Management Suite, GPO, Lower O’Connell Street, Dublin 1, D01 F5P2 and its successors and assigns.

“Ireland” means the Republic of Ireland

“Participating Applegreen outlets” means an Applegreen station or partner stations participating in the scheme supplying goods and/or services available in Ireland which has agreed to accept the Card as payment for goods and/or services.

“We”, (or “we”) or “us” means GVS Prepaid or (where the context admits or requires) Gift Voucher Shop.

“You” (or “you”) and “Your” (or “your”) means the person who purchased the Card or the person in possession of the Card from time to time who has been gifted the Card by the purchaser.

“Website” means www.applegreen.ie

Contact Details

- **For balance enquiries – the Website or call 01 696 9031**
- **For all other queries including lost or stolen cards, disputes relating to previous transactions or to redeem the balance – 01 870 8111**

2. CARD

2.1 The use of the Card is subject to the terms of this Agreement as may be varied by us from time to time. The current version of the terms and conditions is available on the Website. Purchase and usage of the Card constitutes your acceptance of these terms and conditions.

2.2 The Card will not be personalised. The Card is transferable by delivery. We will assume, unless otherwise advised, that the person using the Card is the rightful user of the Card.

2.3 The Card will normally be available for use within one Business Day from the date of purchase; the Card may not be used in the intervening period.

2.4 Please record your Card number or retain the purchase receipt as proof of purchase; the Card number will be needed to redeem your Card balance or if your Card is lost or stolen (see Clauses 9 and 10 of these terms and conditions).

2.5 You may use the Card, in accordance with any instructions issued by us from time to time, until the Card balance reaches zero, at which time this Agreement will automatically terminate.

2.6 You may at any time, subject to payment of the redemption fee, request repayment of any credit balance on the Card. For further details phone GVS Customer Services on 01-8708111.

2.7 A monthly inactive balance charge of €1.45 (or the credit balance on the Card, if lower) will be charged after the Card has been in issue for 12 months. This charge will start to be applied from the following month and will continue until such times as the balance on the Card is zero and this agreement is terminated.

2.8 The Card belongs to us. It must be returned to us (cut in half vertically) immediately upon request. We or any person acting on our behalf (including Applegreen or Gift Voucher Shop) may retain the Card at any time without notice to you.

2.9 We may, at our discretion, block the use or operation of the Card in circumstances where;

- (a) there is a reasonable suspicion of fraudulent activity on the Card; or
- (b) there has been a breach of these terms and conditions by you.

Where the Card is so blocked, you will be advised as to how the block may be removed.

2.10. FUNDS PROTECTION

2.10.1 The Applegreen Gift Card is an electronic money product and is issued by GVS Prepaid. GVS Prepaid keeps all money exchanged for the Applegreen Gift Card in a bank account which is separate and segregated from the assets of GVS Prepaid. This means, in the unlikely event of GVS Prepaid becoming insolvent your money is protected and will be available for return to card holders.

2.10.2 The UK Financial Services Compensation Scheme does not cover claims made in connection with the issuing of electronic money.

3. PROTECTING YOUR CARD

3.1 You must:

- (a) treat the Card as if it were cash;
- (b) take all reasonable care and precaution in the custody of the Card and ensure that the Card is not lost, mislaid or stolen;
- (c) keep your transaction receipts safe and dispose of them carefully; and
- (d) never give your Card number or any other Card information to anyone unless you know who they are and why they need them.

3.2 We recommend that you protect your Card from scratches and exposure to magnets which may damage the Card.

4. USING YOUR CARD

4.1 The Card may only be used in Participating Applegreen outlets. The list of Participating Applegreen outlets is available on the Website; the list of Participating Applegreen outlets may change from time to time.

4.2 We will debit the amount of all Card Purchases to the Card at the time the transaction takes place. You must not use the Card to spend more than the Card balance at any time. If you attempt to spend more than the Card balance your transaction will be declined.

4.3 You must not use the Card: if

- (a) you have reported the Card lost or stolen; or
- (b) after any notification of its withdrawal is given to you; or
- (c) once the Card balance reaches zero; or
- (d) as payment for any illegal purchase.

4.4 You cannot stop a Card Purchase after it has been authorised. To authorise a purchase you may be required to sign a receipt for each Card Purchase; the amount of the Card Purchase must be confirmed with the Participating Retailer at the time of authorisation.

4.5 We will not issue Card statements. You can obtain your Card balance or obtain information about previous Card Purchases by logging onto the Website. You are responsible for monitoring your Card balance and for ensuring that there are sufficient funds on the Card at all times to pay for Card Purchases. The up to date Card balance and any recent Card transactions will be available to view the same day. You can print out the transaction history for your records.

4.6 If at any time you believe that a Card Purchase has been incorrectly debited to your Card you must notify GVS Customer Services immediately by calling (01) 870 8111 and in any event within thirteen months of the date of the Card Purchase. If requested, you must put your query in writing. We will investigate the transaction and, if appropriate, reinstate the balance on your Card on completion of our investigation if the transaction is found to be fraudulent, unauthorised or completed without any negligence on your part.

4.7 If the amount of a purchase which you wish to make using your Card is greater than the available balance, you can pay the difference in cash or by another payment method.

4.8 Your card does not expire. The 'Valid Thru' date on the front of the card is the expiry date of the physical plastic. If you have funds remaining on the card at this valid thru date, you should contact us and we will reissue a new card to you. Please note while your card does not expire a monthly inactive balance charge will be applied if any funds remain on your card 12 months after its date of purchase. Please see section 6, Fees and Charge for details.

4.9 Neither GVS Prepaid nor Gift Voucher Shop will be liable for defects in any goods or services paid for using the Card. Any queries or complaints about such goods or services should be addressed to the relevant Participating Applegreen outlet.

5. FEES AND CHARGES

Fees

5.1 The amounts of fees and details of when they will be payable are set out in the table below. Fees will be debited directly to the Card as they arise.

Charges

Inactive Balance Charge

5.3 A monthly inactive balance charge of €1.45 (or the credit balance on the Card, if lower) will be charged after the Card has been in issue for 12 months. This charge will start to be applied from the following month and will continue until such times as the balance on the Card is zero and this agreement is terminated.

Category	Amount
Redemption Fee (this applies where the customer contacts GVS Customer Services to redeem the Card in accordance with Clauses 2.6 and 9).	€8 fee or the balance on the Card, if lower
Card Replacement Fee (if the Card is lost, stolen or not useable and we issue a replacement Card at your request)	€5 fee per Card
Inactive Balance Charge (This charge will not be applied during the first twelve months following issue of the Card. Thereafter, the charge will be applied monthly until such time as the balance on the Card is zero and this agreement is terminated)	€1.45 per month, or remaining balance on Card if lower

6. CHANGES

6.1 We reserve the right at all times to introduce new terms and conditions and/or to vary or amend the existing terms and conditions by giving you two months' notice thereof by whatever means we deem appropriate. For example, we can do this by letter, electronic mail, telephone message or by an advertisement in an Irish daily or weekly newspaper. If we notify you of a change to the terms and conditions you shall be free to terminate this Agreement. In such circumstances the Redemption Fee will not apply. In the absence of any prior notice to the contrary, you will be deemed to have accepted such revised terms and conditions with effect from their notified effective date.

6.2 We reserve the right at all times to vary any fees and charges that apply to the Card or to introduce new ones by giving you two months' notice by whatever means we deem appropriate (for example by any means mentioned in Clause 6.1). We do not have to give you this notice if the variation is to your benefit (if it is, we may implement the variation with immediate effect and notify you after that).

7. RESTRICTIONS ON USE OF THE CARD

7.1 The following Card limits will apply:

Minimum Load Amount	€15
Maximum Load Amount	€500

The amount you pay onto the Card must be in multiples of €1

7.2 If at any time:

- (i) you are in breach of any of the terms of this Agreement; or
- (ii) we have reasonable grounds to suspect fraud, theft or dishonesty;

we will be entitled to take such steps as we consider reasonably necessary to restrict your right to use the Card, which, without limitation, shall include, without prior notice to you, refusal to authorise a Card Purchase, suspension, withdrawal or cancellation of your Card.

8. RESTRICTED TRANSACTIONS

8.1 The Card can be used for Card Purchases in Ireland only. The Card may not be used abroad.

8.2 The Card cannot be used in automated teller machines ("ATMs") to obtain cash.

8.3 The Card may only be used to purchase goods or services from selected Participating Applegreen outlets in Ireland.

9. REDEMPTION

9.1 You may at any time request us to repay to you any remaining balance on the Card by calling GVS Customer Services on (01) 8708111 and quoting the Card number. You must not use your Card after you ask us to repay the balance to you. In order to allow any outstanding Card Purchases to clear, GVS Customer Services will refund the balance to you by bank transfer to your nominated bank account, less any applicable fees (see Clause 5), within seven Business Days of receipt of such a request

9.2 If you wish to redeem the balance you may be required to submit documentation to us for purposes of identification in accordance with our customer due diligence process.

10. THEFT, LOSS OR MISUSE OF CARD

10.1 You should treat the Card as if it were cash. If the Card is lost, stolen, damaged or fails to operate correctly or if the Card number becomes known to any unauthorised person you must immediately notify Customer Services (details below). You must quote the Card number; if you do not quote the Card number we will not be able to cancel the Card or issue a replacement Card under Clause 10.3. If your notification is made orally it must be confirmed in writing within fourteen days. Notification should be made to:

GVS Customer Services,
PO Box 8942,
Malahide,
Co. Dublin
Telephone: (01) 8708111

10.2. Provided that you have not acted fraudulently or without reasonable care you will remain liable for any debit to the Card by the unauthorised use of the lost or stolen Card, subject to a limit of €75. If you have acted fraudulently, or without reasonable care you may be liable for the entire loss.

10.3 Following notification under Clause 10.1, if there is a credit balance on the Card, we will cancel the original Card and GVS Customer Services will send a replacement Card (with the appropriate credit loaded on to the replacement Card) to you at the

address nominated by you. We cannot issue a replacement Card if you cannot tell us the original Card number. To allow for the processing of any pending Card Purchases, we will wait seven Business Days prior to issuing any replacement Card. A fee will be payable to Gift Voucher Shop for any replacement Card in accordance with Clause 5 above. The amount of this fee will be deducted from the balance on the replacement Card.

10.4 If you subsequently find the original Card, you must notify GVS Customer Services immediately, and you must not use the original Card.

11. PARTICIPATING APPLGREEN OUTLETS

11.1 It will be necessary in all cases, for a Participating Applegreen outlet to obtain authorisation from us or our agents to honour the Card for a particular Card Purchase; this is to ensure that there are sufficient funds on the Card. We may refuse to authorise a Card Purchase at any time if there are insufficient funds on the Card.

11.2 A Participating Applegreen outlet may not always be able to obtain authorisation from us (for example, if there is a problem with the phone line between the Participating Applegreen outlet's premises and our authorisation centre). If this happens, neither GVS Prepaid, nor Applegreen nor Gift Voucher Shop will be responsible if you are unable to use the Card for a particular Card Purchase. Furthermore, neither GVS Prepaid nor Gift Voucher Shop will be liable for the refusal of any Participating Applegreen outlet to accept or honour the Card for any reason.

11.3 You must sign a receipt for each Card Purchase. The amount of the Card Purchase must be confirmed with the Participating Applegreen outlet at the time of the purchase.

11.4 If a Participating Applegreen outlet becomes liable to make a refund to you we will not credit the amount of any refund to the Card. All refunds are a matter between you and the relevant Participating Applegreen outlet.

11.5 The list of Applegreen outlets may change from time to time and Applegreen outlets listed may withdraw from the programme at any time. A list of currently participating Applegreen outlets is available on the Website.

12. GENERAL

12.1 GVS Prepaid will not be liable for any delay or failure in performing any of its obligations in respect of the use of the Card where such delay or failure occurs because of any circumstances beyond GVS Prepaid's reasonable control.

12.2 The accounts and records kept by GVS Prepaid or on its behalf shall, in the absence of an obvious error, constitute sufficient evidence of any facts or events relied upon by GVS Prepaid in connection with any Card Purchase or matter or dealing in relation to the Card.

12.3 GVS Prepaid may disclose details of the Card to Gift Voucher Shop and to any person acting as its agent in connection with the use or issue of the Card.

12.4 This Agreement shall be governed by and interpreted in accordance with the law of the Republic of Ireland. The Courts of the Republic of Ireland shall have exclusive jurisdiction in relation to hearing any disputes that may arise in connection with this Agreement.

12.5 All communications under this Agreement will be in English.

12.6 GVS Prepaid and/or Gift Voucher Shop may record or monitor phone calls with you for training purposes, to enable instructions to be verified and to assess whether our service standards are being met.

12.7 GVS Prepaid may transfer to any other person any or all of its rights and/or obligations under this Agreement. GVS Prepaid may do this without telling you but your legal rights will not be affected and your obligations will not be increased as a result. Any person to whom you transfer or give the Card will also be subject to these terms and conditions.

13. COMPLAINTS

If you are not satisfied with any aspect of the service offered, please contact Customer Services on (01) 870 8111 or write to Customer Services at

GVS Gift Voucher Shop DAC,
PO Box 8942,
Malahide,
Co. Dublin.

complaints@one4all.ie

They will be pleased to help and explain the complaints procedure in more detail. A copy of the Complaints Procedure is available upon request. GVS Prepaid and Gift Voucher Shop will try to resolve your complaint as soon as possible. Often however, the complaint will need to be investigated. If this is the case, Gift Voucher Shop will write to you within 5 Business Days to acknowledge receipt of your complaint and tell you how long it might be before your complaint is resolved. If your complaint cannot be resolved, you may refer it to the Financial Services Ombudsman by writing to

The Financial Services Ombudsman,
3rd Floor,
Lincoln House,
Lincoln Place,
Dublin 2
D02 VH29

Email: enquiries@financialombudsman.ie
Lo Call 1890 88 20 90 or +353 (0)1 662 0899
Website: www.financialombudsman.ie

The Applegreen Gift Card is issued by GVS Prepaid Limited. GVS Prepaid Limited is incorporated in England with Limited Liability. Registered Office: 4 The Merlin Centre, Acrewood Way, St Albans, AL4 0JY, England.

Effective date December 2016

GVS Prepaid Limited is authorised by the Financial Conduct Authority in the United Kingdom and regulated by the Central Bank of Ireland for conduct of business rules.