

Physical & Digital Gift Card, Less than €150

Terms and Conditions

1. Introduction

- 1.1. These terms and conditions (“**T&Cs**”) apply to your Mastercard® Card (“**Card**”) (whether physical or digital) and its use. You must read them carefully. In these T&Cs:
 - 1.1.1. “**Approved Merchants**” has the meaning given to it in clause 2.3;
 - 1.1.2. “**Balance**” means any amount loaded onto you Card, less any purchases, authorisations (including pre-authorisations), fees and charges or other amounts debited under these T&Cs;
 - 1.1.3. “**Distributor**” means McArthurGlen Designer Outlet Provence, Mas de la Péronne, Miramas, France (“**Provence**”)
 - 1.1.4. “**EML**”, “**we**”, “**us**” or “**our**” means EML Money DAC, a company registered in Ireland with Company Number 423276, with a registered address at 2nd Floor, La Vallee House, Upper Dargle Road, Bray, Co. Wicklow, Ireland;
 - 1.1.5. “**You**”, “**your**”, or “**Cardholder**” means the Cardholder and the authorised user of the Card;
 - 1.1.6. “**Website**” means the program website at <https://www.getmybalance.com>;
 - 1.1.7. “**Wallet**” means your [Samsung](#) Pay and/or Google Pay wallets(s), as applicable, on your compatible device(s).
- 1.2. Using your Card indicates your agreement with these T&Cs and the Pay Provider Terms and Conditions set out in the Appendix.

2. Using Your Prepaid Card

- 2.1. Your Card is issued by EML Money DAC (“**EML**”) (the “**Issuer**”), whose principal office is at Second Floor, La Vallee House, Upper Dargle Road, Bray, County Wicklow, A98 W2H9, Ireland. The Issuer is regulated by the Central Bank of Ireland (Register ref: C95957). The Issuer is authorised to issue e-money under a license from Mastercard International. The Issuer authorises you to use your Card on the basis set out in these T&Cs. In order to use a Card, you must be at least 18 years old and a resident of EEA.
- 2.2. Your Card is distributed by Provence on behalf of the Issuer for the **Designer Outlet Provence** Card Program.
- 2.3. You can use your Card to make purchases from participating retailers, you should not attempt to use your Card at non-participating retailers.
- 2.4. Your Card is not a credit card and is not in any way connected to your bank account. You will not earn any interest on any funds spent through your Card. Your Card is a physical card and/or a digital card intended for use in conjunction with your Wallet.

3. Loading and Activating Your Card

- 3.1. Card is available for purchase at Designer Outlet Provence, Voie du Bois, Pont-Sainte-Marie, 10150, France. The Card can be used by adding it to your Wallet on your compatible device.
- 3.2. The amount you can load onto your Card is up to a maximum amount set out in section 4 below, following the successful completion of the due diligence procedures as required anti-money laundering regulations, if applicable
- 3.3. For orders over the amounts set out in section 4 below, we will require government issued photographic identification. We reserve the right to refuse to accept any particular loading transaction. Upon receipt and clearance, your funds will be available for use on the Card without delay. Please consult section 22 for more information about how we process your personal data.
- 3.4. The Gift Card can be used in the form of full or partial payment for purchases. In the case of partial payment, the person using the Gift Card must pay the outstanding amount of the purchase by alternative means, for example, cash or debit card or credit. You must check with the Retailer if this is allowed as not every Retailer will allow this.

4. Load and Spending Limits

- 4.1. The following limits shall apply to your Card:

Limits	Amount – EURO (€)
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Max Card Load	€ 150
Max Card Balance	€ 150
Max Daily Spend	€ 150

- 4.2. If you have multiple Cards the limits set out in clause 4.1 shall apply to each Card separately.
- 4.3. Upon activation of your Card, your Balance will be available for use on the Card. We reserve the right to refuse to accept any particular Card transaction.
- 4.4. If your Card is used to purchase goods or services in a currency other than the currency of your Card, then the amount of the transaction will be converted to the currency of your Card on the day we receive details of it. Mastercard will use the authorised conversion rates applicable for such a transaction which are not set by us or by Provenca. Any changes made by Mastercard will be effective immediately.

5. Fraud

- 5.1. For fraud prevention reasons, your Card use may be queried, and we may block further usage, either completely or only in certain territories or merchants. In such circumstances, you can contact customer services (see clause 17 below).
- 5.2. We may ask you to stop using your Card, to return it to us or delete it. We may at any time suspend, restrict or cancel your Card or refuse to issue or replace a Card for reasons relating to the following:
- 5.2.1. we are concerned about the security of your account or Card(s) we have issued to you;
- 5.2.2. we suspect your account is being used in an unauthorised or fraudulent manner; or
- 5.2.3. we need to do so to comply with applicable law.
- 5.3. If we do this, we will tell you as soon as we can or are permitted to do so. Like other payment cards, we cannot guarantee a retailer will accept your Card. We may also refuse to pay a transaction:
- 5.3.1. if we are concerned about security of your Card or we suspect your Card is being used in an unauthorised or fraudulent manner;
- 5.3.2. If sufficient funds are not loaded on your Card at the time of a transaction to cover the amount of the transaction;
- 5.3.3. if we have reasonable grounds to believe that you are acting in breach of these T&Cs;
- 5.3.4. if we believe that a transaction is potentially suspicious or illegal (for example, if we believe that a transaction is being made fraudulently); or
- 5.3.5. because of errors, failures (whether mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions.
- 5.4. If we refuse to pay a transaction, we will immediately tell you why, if practicable, unless it would be unlawful for us to do so. You may correct any information we hold and which may have caused us to refuse a transaction through <https://www.getmybalance.com> or by contacting customer services (see clause 17 below).

6. Transactions

- 6.1. A Card transaction will be regarded as authorised by you when you proceed with the transaction at the point of sale with an Approved Merchant by:
- 6.1.1. for online sales, providing the relevant Card information; or
- 6.1.2. for in-person sales,
- 6.1.2.1. swiping the Card or the device that holds your Wallet over a payment terminal; or
- 6.1.2.2. presenting your physical Card to the Approved Merchant for payment

Subject to the features of the particular Card, your authorisation of a transaction can include any single transaction, or a pre-authorisation of future transactions of a certain or uncertain amount.

- 6.2. We will pay the funds required by the Approved Merchant to cover the transactions authorised by you within one (1) day of us receiving their request. A transaction will be received at the time we receive the transaction instruction from the merchant acquirer. We may decline a transaction if funds are not

provided by Provenge at least equal to the value of the transaction requested within the timeframe required.

- 6.3. Any transaction which is agreed to take place on a date later than the date it was authorised may be withdrawn if you give notice to the Approved Merchant (providing a copy of the notice to us), as long as such notice was provided no later than the close of business on the business day before it was due to take place.
- 6.4. You will not be able to use your Card during any suspension periods (as applicable) or after its Expiry Date (as defined below). Your Card must be added to your Wallet in order to be used for contactless transactions or for online transactions via the Wallet. While you may use the Card, the Card always remains our property.

7. GETMYBALANCE

- 7.1. You can ensure the security of your Card and access/update information related to your Card through the following functions in <https://www.getmybalance.com> Portal:
 - 7.1.1. Card Transaction History - it is your responsibility to monitor any transactions to help prevent fraud and unauthorised use of your card;
 - 7.1.2. Card Registration Details - it is your responsibility to keep your Card registration details up to date.

8. Expiry, suspension and cancellation of your Card

- 8.1. The Card will expire 60 months after activation (the “**Expiry Date**”). After the Expiry Date, you cannot use the Card. This agreement will continue until the Expiry Date, or is terminated earlier by either party.
- 8.2. Under these T&Cs, you also have the right to cancel your Card at any time after the 14-day Cooling-Off Period without notice. If you cancel your Card, once all transactions and fees have been deducted, we will arrange for any unused funds to be refunded to you, see “Refunding of Transactions on Your Card” section below for further information. A redemption fee may be charged (as set out in section 15 “Fees” below) unless you have arranged to transfer any unused funds to another Card managed by us; you cancel your Card within 14 days of receiving it; or you request redemption following the first year after the Expiry Date.
- 8.3. We may also cancel these T&Cs or suspend your Card or account immediately if we believe your Card is deliberately being used by you to commit fraud or for other illegal purposes. If we do this, we will tell you as soon as we are permitted to do so. If your Card is cancelled, we will immediately block your Card so it cannot be used. You will not be entitled to a refund of money you have already spent on authorised transactions, or pending transactions for use of the Card before the Card is cancelled or expires.
- 8.4. You can cancel your Card by contacting customer services in accordance with clause 17 below.

9. Keeping your Card secure

- 9.1. You should treat your Card like cash. If your Card or device that holds your Wallet is lost or stolen, and transactions are authorised before you notify us in accordance with section 10 below, you may be liable for transactions made on your Card prior to such notification. As a result, you must keep your device storing your Wallet safe and not let anyone else use your Card.

10. Lost or stolen Card and unauthorised or incorrectly executed payments

- 10.1. You must lock your Card by contacting customer services without undue delay if you know or suspect your Card or the device that holds the Wallet your Card has been added to is lost or stolen or if you think a transaction has been incorrectly executed (please see section 17 below).

Incorrectly Executed Transactions

- 10.2. If a transaction initiated by a merchant has been incorrectly executed and we receive proof from the merchant’s payment service provider that we are liable for the incorrectly executed transaction, we will refund you as appropriate and immediately the transaction and any associated transaction fees, charges and interest payable under these terms and conditions.
- 10.3. We are not liable for any incorrectly executed transactions if we can show that the payment was actually received by the merchant’s payment service provider, in which case they will be liable.
- 10.4. If you initiate a transaction that is incorrectly executed, we will refund without undue delay the transaction and any associated transaction fees, charges and interest payable under these T&Cs except

where any payment instructions you gave us were incorrect, in which case we will make reasonable efforts to recover the funds but may charge you a reasonable fee to cover our administration costs, of which we will notify you in advance.

- 10.5. If you initiate a payment to someone and it is received by them later than these T&Cs stipulates (clause 6.2), you can notify us so that we can ask the recipient's payment service provider to ensure that the payment is value dated as if we had made the payment in the correct timeframes set out in clause 6.2.

Unauthorised Transactions

- 10.6. We will refund any unauthorised transaction immediately and we will limit your liability to €50 (for any losses incurred in respect of unauthorised transactions arising from the use of a lost or stolen Card, or the misappropriation of the Card's details, except where:
- 10.6.1. the loss, theft or misappropriation of the Card was not detectable by you before the unauthorised transaction took place; or
 - 10.6.2. the loss was caused by acts or omissions of one of our employees or agents, in which case you are not liable for any losses.
- 10.7. However, if investigations show that any disputed transaction was authorised by you, or you have acted fraudulently or negligently (for example by failing to keep your Card, device, or Wallet secure), you may be liable for any loss we suffer because of the use of the Card.

11. Our liability

- 11.1. We will not be liable for any loss arising from:
- 11.1.1. any cause which results from abnormal or unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all our efforts to the contrary;
 - 11.1.2. a retailer refusing to accept your Card (unless we have acted with gross negligence or wilfully in this regard);
 - 11.1.3. our compliance with legal and regulatory requirements; or
 - 11.1.4. loss or corruption of data unless caused by our gross negligence or wilful default.
- 11.2. Subject to applicable law, our liability shall be limited to the balance of your Card at the time that the event giving rise to any claim occurs.
- 11.3. Nothing in these T&Cs shall exclude or limit liability in respect of death or personal injury arising from our gross negligence or fraudulent misrepresentation.

12. Refunding Transactions

- 12.1. You may be entitled to claim a refund in relation to transactions where:
- 12.1.1. the transactions were not authorised by you in accordance with these T&Cs; or
 - 12.1.2. we are responsible for a transaction which was incorrectly executed and you notified us in accordance with clause 10 above:
- 12.2. A claim for a refund in the circumstances set out in 12.1.1 above will not be accepted if you did not inform us within thirteen (13) months after the unauthorised transaction amount has been deducted from your Card.
- 12.3. A claim for a refund in the circumstances set out in 12.1.2 above will not be accepted if the amount of the transaction was notified to you at least four (4) weeks before the transaction date or if the claim is made more than eight (8) weeks after being debited from your Card.
- 12.4. If you are entitled to a refund, we will arrange an electronic transfer to a bank account nominated by you. However, to enable us to comply with our legal obligations, we may ask you to provide us with certain information (including personal identification documents) before we can process your refund request

13. Redeeming the funds on your Card

- 13.1. You have the right to redeem the funds on you Card at any time in whole or in part. To do so, please contact us via customer services (see section 17 below) requesting redemption and indicating the amount to be redeemed

13.2. When we process your redemption request, we may require you to provide us with documents such as identification so that we may process your request in accordance with legal requirements. We may also charge a redemption fee where you are requesting redemption before termination or expiry of this agreement and:

13.2.1. you cancel this agreement before any agreed termination or expiry date; or

13.2.2. you request redemption more than one year after the date of termination or expiry of this agreement.

13.3. Please see section 15 (Fees) for a summary of fees including redemption fees.

14. Changes to these Terms

We may change these terms at any time by notifying you on the Website at least two (2) months before the change is due to take effect. The most current version of these T&Cs will always be available on the Website. The change will automatically take effect and you will be taken to have accepted the notified change unless you tell us that you do not agree to the change. In that event, we will treat that as notification that you wish immediately to terminate and you shall be allowed to do so without any additional charge at any time.

15. The Fees

15.1. We do not charge any fees for checking your on-line balance and transactions. However, the following fees do apply and will be added to any transaction amounts or assessed against the Card Balance:

Fees and Charges to be paid by You	
Account Keeping Fees	Amount €
Redemption/Refund Fee	€0
Account Maintenance Fee (AMF)	€2.50 commencing month 13 after Activation

15.2. All transaction fees are charged at the time of transaction and are included in the total purchase price.

15.3. Certain merchants may charge an additional fee if the Card is used to purchase goods and/or services. This fee is determined and charged by the merchant and is not retained by us.

16. Disputes with Retailers

If you have any disputes about purchases made using your Card you must follow the Approved Merchant's processes and any applicable banking codes and policies. Neither EML nor Provence are responsible for the quality, safety, legality or any other aspect of any goods or services purchased with your Card. Remember that once you have used your Card to make a purchase we cannot stop that transaction.

17. Customer Services

17.1. If you have any enquiry relating to your Card, you can contact Provence at:

- Customer Service Website: accueil.provence@mcarthurglen.com
- Customer Service Phone: +33 4 88 93 40 00

17.2. If we need to contact you (for instance, in the event of suspected or actual fraud or security threats), Provence (or us on Provence's behalf) will notify you via either email, telephone prompting you to contact customer services.

18. Complaints

18.1. If you are unhappy, you should contact Provence's customer services (as set out above in section 17) at first instance so the circumstances can be investigated for you by Provence. If your complaint relates to your Card or transactions on your Card, Provence will refer your complaint to us to deal with. We are solely responsible for resolving your complaint in relation to your Card. Any complaints you have will be dealt with as quickly and as fairly as is practicable.

- 18.2. Once your Card complaint is received by our customer support team from Provence, we will conduct a further investigation and you will receive a response of our findings within 15 business days of receipt of the complaint. In exceptional circumstances where we are unable to reply within the first 15 business days, we will reply providing a reason for the delay and deadline for response, not more than 35 business days after first receipt of complaint.
- 18.3. Following the investigation if you are still unhappy with your Card or the way it is managed you may also complain to the Financial Services and Pensions Ombudsman at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: +353 (0)1 567 7000 or by using their online facility to submit a complaint. Note, any complaint by you to the Financial Services and Pensions Ombudsman in relation to the Card should be made against EML Money DAC as the issuer of the Card.

19. Compensation

The Card provided by the Issuer is an electronic money (e-money) product and although it is a product regulated by the Central Bank of Ireland, no compensation scheme exists to cover losses claimed in connection with the Card.

20. Assignment

We may assign these T&Cs to another company at any time, on giving you two (2) months' prior notice of this. If we do this, your rights will not be affected.

21. Severability

If any part of these T&Cs is, for any reason, held to be illegal, invalid or unenforceable - (i) that part is to be read down to the extent necessary to preserve its operation and, if it cannot be read down, it is to be severed, and (ii) the legality, validity and enforceability of the remainder of these T&Cs shall not be affected thereby and shall remain in full force and effect to the greatest extent permitted by law.

22. Data Protection

In using your Card provided by the Issuer (EML Money DAC) in conjunction with your Provence account, you agree that your personal data will be processed in order to provide the Card and its services.

As the issuer of the card, EML Money DAC is a Data Controller in relation to the provision and operation of your card. For full information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, see our privacy information notice, <https://www.emlpayments.com/privacy/>.

In respect of the use of <https://www.getmybalance.com>, privacy policy will apply in accordance with: <https://www.emlpayments.com/privacy/>.

23. Governing Law

These T&Cs are concluded in English. All communications with you will be in English wherever possible. In the event these T&Cs are translated into any language other than English then the English language version shall prevail. These terms are governed by Irish law and you can bring legal proceedings in respect of the in the Irish courts. As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms and conditions, including this clause 23, affects your rights as a consumer to rely on such mandatory provisions of local law.

Appendix - Pay Provider Terms and Conditions

IMPORTANT INFORMATION FROM EML MONEY DAC (EML)

IMPORTANT INFORMATION FROM EML MONEY DAC (EML)

In these terms and conditions, "Pay Provider" means whichever of Google Pay, or Samsung Pay provides the ability to make purchases on your mobile device. Apple Pay is a trademark of Apple Inc., registered in the U.S. and other countries.

1. Using your Pay Provider with a EML card (Card)

Your Pay Provider allows you to make purchases using your Card with a compatible mobile device where your Pay Provider is accepted by merchants. Your Card's Terms and Conditions governs the use of your Card in your Pay Provider and nothing in these terms in conditions alters or amends the restrictions placed on the use of your Card.

2. Security

You are responsible for all transactions on a Card and as such, you must keep your device and security credentials safe and secure at all times, in the same way you would your physical Card or PIN. Never share your device security credentials or allow another person to register their fingerprint to your device as that person will be able to make payments using your Card. If you do allow someone access, you will be responsible for their use of your Card.

We recommend you always use the device lock feature on your mobile device. For more information about safety and security refer to your mobile device manufacturer security settings.

3. Lost/Stolen Device & Unauthorised Use

If your mobile device has been lost, stolen or compromised in any way, you should contact EML on 0044 121 268 3210. We can suspend or remove your Card from your Pay Provider to prevent further unauthorized use. Further, you may be able to use your Pay Provider's Find My Mobile service to remotely Lock or Wipe your device (also Locking or Wiping your Pay Provider and all the payment cards registered in it). See also any FAQs that may be available on your Pay Provider's website in respect of Security.

4. Using your information

We use your information to manage your use of your Pay Provider, present you with updates and to display targeted offers and advertising from time to time. Your Pay Provider shares information with us for fraud and identification purposes. We always use your information in accordance with EML's Online Privacy Statement which can be viewed at emlpayments.com/privacy.

When you register your Card to your device, your Pay Provider or its parent company may access and process your information, including information about your transactions. We share some of your information with your Pay Provider or its parent company to display to you in your Pay Provider, which your Pay Provider or its parent company uses in an aggregated and de-identified way to help improve your Pay Provider. The use of your personal information by your Pay Provider or its parent company is solely governed by Pay Provider's privacy policy or that of its parent company which are available online.

5. Using your Pay Provider's technology

Your Pay Provider may change its services from time to time and EML has no control over your Pay Provider's decisions to change any of its services or products (including your Pay Provider's terms or use or privacy policies). In order to use your Pay Provider, you must agree to your Pay Provider's terms of use and privacy policy which are available on your Pay Provider's website.