

Epipoli – Franciacorta Gift Card
Cardholder Agreement – Single Load
(T&Cs)
(16 May 2023)

This card ("Card") is issued and managed by EML Payments Europe Limited ('EML') (we/us/our) (the Issuer) with registered office at 11 Brindleyplace 4th Floor, Birmingham, England, B1 2LP, UK. Your card is distributed by Epipoli SpA ('Distributor') who has their registered office at Viale Edoardo Jenner, 53 - 20159 Milan, Italy.

EML is a leading provider of gift card solutions. In these conditions 'you' are the Card purchaser or user, "Merchant" refers to the commercial establishment at which the payment is made. The Issuer authorises you to use your Card on the basis set out in these T&Cs.

1. By using the Card, you agree to be bound by these terms and conditions ("T&Cs"). If you purchased the card for someone else the purchaser must give the user a copy of these T&Cs or advise the ultimate cardholder that these T&Cs are available online at landoffashion.mygiftcard.it. The Card remains our property. You should retain the original receipt or record of purchase of the Card and the Card number as it may be required to:
 - i. provide you with customer services;
 - ii. assist with respect to errors; or
 - iii. if your Card is lost or stolen.
2. The Card is a prepaid gift card that is activated once purchased. It can only be used for purchasing goods and services at retailers in Franciacorta Village, with which we have commercial agreements who accept the Card ('Merchants'). This list of Merchants is subject to change. The card cannot be used at ATMs, for online purchases or over the counter at financial institutions. You cannot take cash out using this card. The Card is not a credit card and is not linked to a deposit account. You will not earn any interest on any funds loaded on your Card.
3. The minimum balance that may be loaded to your Card is €5 and the maximum balance is €500. In certain situations, we, or the Distributor, may need to verify your identity documentation before issuing a Card(s) to you in order to comply with our obligations for legal and regulatory purposes. There are no fees associated with using the Card unless you need to order a replacement Card, and in that case the replacement Card fee will be €9.95+VAT
4. The Card cannot be used to make purchases that exceed the available balance. In that case, you will need to pay the difference by another method if the merchant agrees.
5. This Card is not reloadable and is valid for twelve (12) months from the date of activation and cannot be used after expiry. At expiry, the remaining available balance will be forfeited. We will not give you any notice before this happens. You should make yourself aware in relation to your balance and time remaining on your Card. You can check your balance at landoffashion.mygiftcard.it.
6. The Card cannot be used to obtain or redeem cash and cannot be used for making direct debit, recurring, or regular instalment payments or for purchasing foreign currency. Authorisations may be declined at some Merchants. We are not liable in any way when an authorisation is declined for any particular transaction except where the authorisation has been declined because of an act or omission on our part. The card cannot be used to purchase prepaid Gift Cards.
7. You should treat this Card like cash and be aware that it may not be replaced if misused, lost, stolen or damaged. No financial compensation scheme exists with respect to the Card. You

are responsible for all transactions on the Card, except where there has been fraud or gross negligence by our staff or agents. If you notice any error relating to the Card or you lose your card, then you should notify Gift Card Support immediately at info@mygiftcard.it.

8. If you have a problem with a purchase made with the Card, or a dispute with a Merchant, you must deal directly with the Merchant involved.
9. We may restrict or stop the use of the Card if suspicious activities are noticed.
10. Any refunds on Card transactions are subject to the policy of the specific Merchant. If the Card expires or is revoked before you have spent any funds resulting from a refund (whether or not the original transaction being refunded was made using the Card) then you will have no access to those funds.
11. You are responsible for checking your transaction history online and knowing your available balance. You can view your balance and transaction history at landoffashion.mygiftcard.it (free of charge). We reserve the right to correct the available balance of your Card if we believe a clerical or accounting error has occurred.
12. In purchasing the Card on the Platform or in store, where applicable, or otherwise taking delivery of the Card and using it, you agree that we can use your personal information in accordance with our Privacy Policy. Our Privacy Policy is set out at www.emlpayments.com/privacy. This includes details of the personal information that we collect, how it will be used, and who we pass it to. By using your Card, you also confirm your agreement to your personal information being used in accordance with Epipoli's privacy policy available on the Platform.
13. Information (which may include your personal information, if you have provided it to us or the Distributor) may be disclosed to third parties about the Card, or transactions made with the Card, where required by law, to operate the Card and process transactions, to prevent financial crime, to provide you with services you request and if necessary to notify you of any service changes. Disclosure will also be made to countries outside the European Economic Area ("EEA"). We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with our privacy policy and the Data Protection Act 2018 and the General Data Protection Regulation (GDPR). Our privacy policy can be viewed at <https://emlpayments.com/privacy> and our Distributor's privacy policy can be viewed at <https://www.mygiftcard.it/privacy>.
14. If you purchased the Card online, then you may cancel the purchase within 14 days of the date you receive the Card and receive a refund following the instructions on <https://www.mygiftcard.it/spedizioni-resi>. It is not possible to cancel the purchase of an activated card.
15. We may change these terms and conditions at any time with 60 days' notice. The up-to-date version of the Card terms and conditions will always be available on the Platform. 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 notice as notification that you wish immediately to terminate. Any changes to the T&Cs can be viewed at landoffashion.mygiftcard.it.
16. The Distributor's gift card program may be terminated. If your Card cannot be used after termination, you will be entitled to surrender and redeem your Card to the amount of the available balance at time of redemption.
17. **We will not be liable for any loss arising from:**
 - i. 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;
 - ii. a retailer refusing to accept your Card;
 - iii. our compliance with legal and regulatory requirements; or
 - iv. loss or corruption of data unless caused by our willful default.

18. These terms and conditions are concluded in English. Where these terms and conditions have been translated the English terms and conditions will govern in case of any inconsistency. All communications with you will be in English or, alternatively, at our discretion, in Italian. These terms and conditions and any dispute, proceedings or claim of whatever nature arising out of or in any way relating to these terms and conditions or their formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the courts of England and Wales shall have jurisdiction. This is without prejudice to any rights you may have as a matter of mandatory applicable law.

As a consumer resident in Italy you will benefit from any mandatory provisions of the laws of Italy. Nothing in these terms and conditions, including the reference to the choice of law clause, affects your rights as a consumer to rely on such mandatory provisions of local law.