

Gift Card - Terms and Conditions

IMPORTANT - PLEASE READ: This document describes the terms and conditions that apply to your Gift card. These Terms and Conditions apply to the use of your card and govern the relationship between St Andrews Links and you. Use of your card will constitute acceptance of these Terms and Conditions. You must therefore read them carefully. If there is anything you do not understand, please contact our Customer Services.

1. Definitions

Within these Terms and Conditions, the following definitions shall apply:

"Card User" or **"you"** means the owner, giftee or other authorised person benefiting from the use of the Gift card;

"Customer Services" means the customer services of St Andrews Links which can be contacted via email at golfshops@standrews.com or via post at St Andrews Links Golf Shops Limited, Pilmour House, St Andrews, FIFE. KY16 9SF;

"Gift card" means the St Andrews Links Gift card purchased by you or given to you, which may be credited with, subject to condition 3.3, any value determined by the Card User and available at selected St Andrews Links stores and online;

"St Andrews Links", **"we"** or **"us"** means St Andrews Links Trust (SC006161), St Andrews Links Limited (SC141590), St Andrews Links Golf Shops Limited (SC198094) and Tom Morris Limited (SC009529);

"St Andrews Links Privacy Policy" means the privacy policy of St Andrews Links, available at www.standrews.com/privacy; and

"Terms and Conditions" means these terms and conditions, as amended from time to time.

2. Obtaining your card

Your Gift card is issued by, and remains the property of, St Andrews Links. We do not authorise anyone else to sell or distribute the card. You can only obtain cards from selected St Andrews Links stores and online via www.standrews.com.

3. Gift card

3.1 The Gift cards are electronic money products. When you credit value to your Gift card, you will be purchasing electronic money from St Andrews Links.

3.2 You can use your Gift card at any participating store. It is not a credit card, charge card or debit card. Before you can use your Gift card as a payment method you will need to credit it with funds. Your Gift card will be able to be used when you first credit it with a minimum of £5.00.



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- 3.3 You can credit and top-up stored value on your Gift card by cash or credit card at any participating store or online. The minimum value you can credit your Gift card with each time is £5.00. The maximum credit value you can store on your Gift card at any time is £1,000.
- 3.4 You can check the balance on your Gift card at any time online or in any participating store. We will keep a record of all transactions to ensure that this balance is correct at all times. You should keep your receipts and check your online statement to ensure that your account balance is correct.
- 3.5 In the case of any errors relating to the balance of the Gift card, St Andrews Links can reclaim any extra money that has been credited to the card or reimburse any money that has been erroneously debited from the card.

4. **Ownership and use of your card**

- 4.1 Your Gift card is intended for your personal use and, as such, you are not entitled to sell, distribute or otherwise make any commercial use of your card (including in relation to any promotional commercial activity).
- 4.2 For clarity, this shall not prevent you from giving a Gift card as a gift, provided that such gifting is not part of or connected to any commercial activity (including any promotional commercial activity).

5. **Returns**

- 5.1 If you wish to return an item which has been purchased at any of the participating stores you must do so within the time limits specified by each participating store.
- 5.2 The value of the return will be credited to the Gift card. Alternatively, St Andrews Links may, at its option, issue you with a new card credited with the value of the returned item(s).

6. **Expiry**

If, at any time, you do not use your Gift card for a period of two years or more, your card will cease to be valid and any remaining credit value stored on your card will expire. Checking the balance on your card will not constitute use of the card for these purposes. Expired value cannot be transferred to a new card or redeemed. You will not be able to use your card once it has ceased to be valid.

7. **Cancellation and redemption**

- 7.1 You have the right to cancel your Gift card at any time by returning it to Customer Services.
- 7.2 You are also entitled to redeem at any time any unexpired and unused stored value on your Gift card provided:



- 7.2.1 the balance on your Gift card is at least £5.00;
- 7.2.2 we have no reason to suspect that you are engaged in fraudulent or other criminal activities; and
- 7.2.3 we are not prohibited from redeeming that stored value by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority.
- 7.3 If you wish to cancel your Gift card and/or obtain a redemption of any value stored on your Gift card, you must contact Customer Services. You cannot obtain a redemption of any value stored on your card in store.
- 7.4 An administrative redemption fee of £5.00 will be applied each time that you redeem value stored on your Gift card, and you will be reminded of this when you contact Customer Services to request cancellation of the card. This fee is charged in respect of the administrative costs of processing your redemption payment. No redemption fee will be applied if you ask us to redeem the value stored on your card within 30 days of the first time that you credit it with funds.
- 7.5 Any redemption payment amount will be paid to you by cheque to your home address as registered against the Gift card. Such payment will usually be made within 30 days of the request being processed by St Andrews Links.
- 7.6 To enable us to comply with our legal obligations, we may need to carry out checks to verify your identity before processing a redemption request and we reserve the right to refuse to process any redemption request if you fail to assist with that verification process.

8. **Registering your Gift Card**

- 8.1 To protect the stored value on your Gift card from loss, theft or damage you must register your Gift card by following the instructions on the website at www.standrews.com/giftcard. Failure to register may result in any value being lost from the card in the event of loss, theft or damage as contemplated by clause 9 below.
- 8.2 If you need to change any of the details you have registered with your Gift card, please contact Customer Services.

9. **Loss, Theft or Damage**

- 9.1 If you lose your Gift card or if it is stolen, and if it has not been registered in terms of clause 8.1 above, you may lose any value which is stored on it.
- 9.2 You should immediately report any loss, theft, fraudulent or unauthorised use of your Gift card to Customer Services.
- 9.3 In the event of loss, theft, fraud or other unauthorised use of your Gift card or if your card is damaged or malfunctions, we may, at our sole discretion, replace your card and



transfer any credit value stored on it at the time of reporting the incident. Alternatively, we may issue a payment to you equal to the outstanding amount stored on your card. There are circumstances under which we may determine (at our sole discretion) that we will not replace your card. Such circumstances include, but are not limited to, instances where we reasonably believe that the notified incident has been caused by your wilful breach of these Terms and Conditions or if there are reasonable grounds for suspecting that you are, or have been, engaged in fraudulent or other unlawful conduct.

- 9.4 If we agree to replace your Gift card, a replacement card will be delivered to your home address as registered against the card, usually within 30 days of you first notifying Customer Services of the incident. If we decide to redeem any outstanding balance to you, the redemption payment amount will be paid to you by cheque, to your home address, but the redemption fee will not be charged.
- 9.5 We reserve the right to charge a replacement card fee for each replacement card in the event that you are issued with more than two replacement cards within any 12 month period.
- 9.6 If you subsequently find or retrieve a card which you have reported lost or stolen, you must notify Customer Services immediately.

10. **Data Protection and Privacy**

- 10.1 When you register your Gift card on our website, you will be asked to provide certain personal information, including your name, date of birth, address, contact details and, if you top up your Gift card online, credit card details. We are committed to maintaining the security of your personal information in accordance with the requirements of the Data Protection Act and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure or destruction.
- 10.2 The St Andrews Links Privacy Policy will apply whenever you provide us with personal information, and is incorporated by reference into these Terms and Conditions.
- 10.3 Except as required by law, or in accordance with these Terms and Conditions and the St Andrews Links Privacy Policy, your personal information will not be passed to any other person without your permission.

11. **Liability of St Andrews Links**

- 11.1 St Andrews Links shall not be held liable for any default resulting directly or indirectly from any cause beyond our control, including but not limited to, failure of network services and failure of data processing systems. To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.
- 11.2 In particular, St Andrews Links will not be liable to you for:
- 11.2.1 any loss of income, business, goodwill or profits arising out of these Terms and Conditions;



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- 11.2.2 any unauthorised access to or alteration, theft or destruction of your Gift card;
- 11.2.3 the consequences of any delay or mistake relating to the use of your Gift card caused by any circumstances beyond our control;
- 11.2.4 any loss or damage which was not caused by our breach of these Terms and Conditions or breach of our legal duty of care;
- 11.2.5 any loss or damage which was not a reasonably foreseeable result of either our breach of these Terms and Conditions or breach of our legal duty of care. Loss or damage is "reasonably foreseeable" if, at the time we entered into these Terms and Conditions, such loss was contemplated by you and by us; or
- 11.2.6 any loss or damage suffered by you as a result of you failing to take reasonable precautions against such loss or damage.
- 11.3 These Terms and Conditions do not affect your statutory rights and must be read subject to those rights. If you require more information on your statutory rights you should contact your local authority Trading Standards Department or Citizens Advice Bureau.
- 11.4 St Andrews Links does not represent or warrant that your Gift card will always be accessible or accepted at participating stores.
- 11.5 The Financial Ombudsman Compensation Service is not applicable to your Gift card. St Andrews Links does not offer any other compensation schemes to cover losses claimed in connection with your card.

12. **Variation and Assignment**

- 12.1 We reserve the right to amend or waive any provision of these Terms and Conditions from time to time and at any time, or to terminate the operation of Gift cards on reasonable notice. The Terms and Conditions applicable to the use of your card shall be the terms and conditions published on the website (www.standrews.com/giftcard) at the relevant time and your continued use of your Gift card shall constitute your acceptance of such Terms and Conditions.
- 12.2 We may assign the benefit of these Terms and Conditions to any other company in the same group of companies as St Andrews Links. If we assign the benefit of these Terms and Conditions, your rights will not be affected.

13. **Entire Agreement and Construction**

These Terms and Conditions (as amended from time to time) constitute the entire agreement between you and St Andrews Links and supersede all prior proposals and all other agreements in respect of the subject matter of these Terms and Conditions. If any provision of these Terms and Conditions is illegal or unenforceable, that provision will be deleted from these Terms and Conditions, and the remaining terms will not be affected.



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14. **Governing Law**

These Terms and Conditions are governed by Scottish law.



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