

Argos for Business – Gift Card and eGift Card Terms (the "Gift Card Terms")

These Gift Card Terms are incorporated into the Reward Account Terms and Conditions, and use definitions set out in those Terms.

1. Price

- 1.1 The price paid by You is the price at the time We accept the Order together with any applicable packaging and delivery charges which may apply at the time, less any agreed discount. Gift Cards and eGift Cards are a non-VATable supply.
- 1.2 Where a discount rate has been agreed in Your Commercial Terms Document, or Client Control Document, you will not receive the benefit of any promotional offers shown on the Website or elsewhere unless expressly agreed by Us.
- 1.3 We reserve the right, at any time to pass on to You any increase in the price of delivery including transport and/or postage of the Gift Cards We have supplied to You, which is due to a price increase from Our delivery partners.
- 1.4 Our standard Gift Cards or eGift Cards will be provided. If You ask Us to provide and/or apply creative for placement on bespoke Gift Cards or eGift Cards We may provide this service at Our discretion but reserve the right to charge You. Our creative Services are subject to VAT.

2. Gift Card Management Portal (the "Platform" or "GMCP")

- 2.1 Following AfB registration, you may be given access to Our Gift Card Management Platform ("GMCP") to facilitate self-service ordering of Gift Cards. You will be responsible for controlling access, setting passwords and adding any additional users. Any orders made using the Platform must be paid for in accordance with our Terms. Your access to the Platform may be suspended or terminated at any time if We suspect fraud or misuse.
- 2.2 Where We agree Your AfB account is suitable to use Our Application Programme Interface ("API") service, you agree that You will comply with Our API requirements. We reserve the right to charge for API connection.
- 2.3 The Platform is provided on an 'as is' basis and access may be restricted by circumstances outside Our control, including, without limitation, atmospheric or other conditions. We may on occasion interrupt the Platform service but will aim to restore it as quickly as possible. We may amend the service including, without limitation, changing access codes, passwords or technical specifications.
- 2.4 You agree that We have no control over any information transmitted or received by You outside the limits of this Agreement and We have no liability to You for such use. You accept that We cannot guarantee the security of the Platform against unlawful access or use or that the Platform will never be faulty.
- 2.5 Our policy is to protect Our facilities and data from any risk which may result in computer error, negligent virus transmission, fraud, loss of confidentiality or disruption to service. By using Our Platform You agree to support and comply with this policy.
- 2.6 You must not use the Platform:
 - (a) for sending, forwarding, accessing or receiving pornographic, abusive, offensive, discriminatory, insulting, defamatory or otherwise inappropriate material;
 - (b) to access information which You have no legitimate reason for accessing;
 - (c) in a way that may interfere with Our provision of the Portal to You or any other customer or in contravention of the law.

If We reasonably believe that You have misused the Platform We may suspend Your access to it without notice to You.

- 2.7 Your access to the Platform may temporarily be restricted for repairs, standard maintenance or the introduction of new services. Access will be restored as soon as possible.
- 2.8 We may terminate the Platform service at any time. We may change the service in any way or delete features at any time and for any reason.
- 2.9 We reserve the right to terminate or suspend a customer registration or access to all or any part of the Platform at any time and at Our sole discretion, with or without notice.

3 Delivery and Liability

- 3.1 Delivery of physical Gift Cards shall be made to the address notified by You on the Commercial Terms Document, or if requested by You during the order process, to an address specified by You.
- 3.2 Delivery of eGift Cards shall be, at your request, downloaded from the GCMP direct to Your local drive, sent directly to a customer email address provided by You, or collected via an API call to our system. If you request download to your local drive You warrant your local drive is secure. We reserve the right to audit the security of Your IT system, to ensure You meet Our security requirements. Your account may be suspended or cancelled until Your security is acceptable to Us.
- 3.3 We endeavour to dispatch Gift Cards within 2 (two) working days of receipt of Your Order, for credit accounts, or receipt of Order and full payment for all other accounts. Any dates quoted for delivery of Gift Cards are approximate only and We shall not be liable for any deviation on these delivery timescales unless expressly agreed by Us in writing.
- 3.4 Where Gift Cards are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Us to deliver any one or more of the instalments shall not entitle You to treat the Terms as repudiated.
- 3.5 If You (or a party nominated by You) fail to take delivery of Gift Cards, or You fail to give Us adequate delivery instructions at the time stated for delivery, then We may at Our complete discretion either:
 - (a) store the Gift Cards until actual delivery and charge You for doing so; or
 - (b) sell the Gift Cards and charge You reasonable expenses for doing so.
- 3.6 Any request by You for proof of delivery for physical Gift Cards must be received by Us within 2 (two) weeks from the invoice date, otherwise it shall be deemed that You have acknowledged receipt of delivery. Any request by You for transmission details of eGift Cards must be received by Us within 1 (one) week from the date of Your order.

4 Risk and Property

- 4.1 Unless You collect, We shall post physical Gift Cards to You at Your expense. We shall insure at Our own expense or We will otherwise bear the risk for the loss of physical Gift Cards during delivery. Risk passes to You on delivery of the physical Gift Cards.
- 4.2 We shall transmit eGift Cards to You electronically using the method of delivery chosen by You. Delivery options are outlined in Clause 3.2. Risk passes to You on transmission by Us of the eGift Card codes.
- 4.3 Notwithstanding delivery and the passing of risk the property in and title to the Gift Cards shall remain with Us until We have received payment of the full price of a) all Goods and or Services the subject of the contract and b) all other goods and/or services supplied by Us to You under any contract whatsoever. Payment of the full price shall include without limitation the amount of any interest or other sum payable under the terms of this and all other contracts between Us and You.

- 4.4 Until You have paid for the Gift Cards, We will be entitled at any time to request You to return the Gift Cards to Us, and if You fail to do so, We may enter any premises where the Gift Cards are stored and repossess the Gift Cards. Alternatively, We may cancel the eGift Card codes.
- 4.5 When you have paid for the Gift Cards title to them will pass to You.

5 Returns, Loss and Unused Value

- 5.1 In exceptional circumstances, We may agree that physical Gift Cards may be returned to Us. We reserve the right to impose a handling charge. We will agree the handling charge with You before We agree to the return of physical Gift Cards.
- 5.2 We regret that once eGift Card codes are transmitted to You or direct to Your customer We are unable to accept returns or offer refunds for eGift Cards.
- 5.3 You shall be responsible for keeping the Gift Cards securely stored. In the event that Gift Cards are lost or stolen We may at Our complete discretion attempt to cancel the Gift Cards or eGift Card codes. We shall be entitled to charge You a reasonable fee for the cancellation of lost or stolen Gift Cards based upon the costs (reasonably evidenced by internal or external time or cost incurred in cancelling the codes), incurred by Us in resource terms to cancel such Gift Cards.
- 5.4 We reserve the right to withdraw or cancel any Gift Card or eGift Card at any time. AfB and Argos Limited reserves the right to refuse to accept the use of a Gift Card or eGift Card if fraud is suspected.
- 5.5 Any claim by You alleging lost or stolen Gift Cards should be notified to Us within 7 (seven) days from the date of the expected delivery. You agree that You will cooperate with Us to investigate the circumstances surrounding missing Gift Cards. Payment in full must be received by Us before replacement Gift Cards or eGift Card codes can be despatched. After considering all circumstances We will notify You whether replacement Gift Cards or eGift Card codes will be sent. Our decision will be final.
- 5.6 In no circumstances will We accept any liability for any loss or claim arising from any acts or omissions of Your agents, employees, sub-contractors or customers, liability for which You will fully accept.
- 5.7 We shall be entitled to, and shall retain, any and all sums contained on any Gift Cards, (the **Unused Value**) once the expiry date of the Gift Cards (if any such expiry date exists) has passed. We shall also be entitled to retain any Unused Value in the event of scheme closure or cessation of contract/relationship.
- 5.8 You shall encourage and ensure that the full value of the Gift Cards is used on or before the expiry date of the particular product by the end customer. You shall have no claim against Us or any other business within Sainsbury's or Argos Limited for any Unused Value on Your Gift Cards.
- 5.9 You shall ensure that Your end customer is advised of the Terms and Conditions applicable to the consumer use of Gift Cards and eGift Cards, including the provision of replacement Gift Cards and expiry dates. These Terms can be found at <https://www.argos.co.uk/help/gift-cards/>.