

**YOUR GIFT CARD
FREQUENTLY ASKED QUESTIONS and TERMS AND CONDITIONS
JANUARY 2010**

1. WHERE CAN I USE MY GIFT CARD?

You may use your Gift Card at participating retailers within the following shopping centres owned or operated by Capital Shopping Centres PLC, including; Braehead, Renfrew; Chapelfield, Norwich; Eldon Square, Newcastle; Lakeside, Thurrock; MetroCentre, Gateshead; The Chimes, Uxbridge; The Glades, Bromley; The Harlequin, Watford; The Potteries, Stoke-on-Trent; and Victoria Centre, Nottingham.

2. HOW DO I USE THE CARD?

Firstly, sign the card on the reverse. When you wish to spend on the card simply present it to a participating retailer in the same way as any other debit card. The retailer will process the transaction and ask you to sign the debit card receipt in the normal way. It is always a good idea to check your balance before spending on the card.

3. WHERE CAN I CHECK MY BALANCE?

You may check your balance at the shopping centre Customer Service desk, online at www.flex-e-card.com, or by telephoning Customer Services on 0844 744 4277. Please remember to quote the unique passcode that is shown on the receipt supplied with your Gift Card.

4. WHAT DO I DO IF I HAVE LOST MY GIFT CARD?

If you lose your Gift Card please telephone Customer Services on 0844 744 4277. You will not be responsible for any transactions on the card after notifying Customer Services.

5. DO ANY CHARGES APPLY?

No charges are applied to Gift Cards. However the Gift Card expires 12 months after issue. Any balance remaining on the card after this date will not be refunded. The exact expiry date of your Gift Card is shown on the receipt supplied with your Gift Card.

6. DOES MY GIFT CARD NEED TO BE ACTIVATED?

If your Gift Card was purchased at a shopping centre it does not need to be activated. If it was purchased online and delivered by post or courier it will require activation. Please follow the instructions provided in the shipping confirmation email received following purchase of the card. If you need any assistance with card activation please contact Customer Services on 0844 774 4277.

THE TERMS AND CONDITIONS: Please read these Terms & Conditions carefully

1. WHO ARE WE

The Gift Card is distributed by Capital Shopping Centres PLC and is issued by Newcastle Building Society pursuant to license by MasterCard International or its affiliates. The technology systems required to operate the Gift Card are provided by Flex-e-vouchers Ltd.

2. THE GIFT CARD

The Gift Card is a pre-paid debit card which may be used to pay for goods and services at retailers that accept MasterCard Maestro. You may deposit any value up to £1000 on the Gift Card and it will be activated at the point of purchase. The balance of the Gift Card is available for use one hour after purchase.

3. WHO CAN USE THE GIFT CARD

The Gift Card may be used by the purchaser or may be given to another person as a gift.

4. HOW TO USE THE GIFT CARD

The Gift Card should be signed by the person who will be using the card, on the reverse, prior to

use. The Gift Card may be used in full or part payment for purchases. All payments made using the Gift Card must be verified by signature on the transaction slip in the presence of the retailer.

5. WHAT HAPPENS TO THE BALANCE

The balance available on the Gift Card will be reduced by the value of each payment that you make using the Gift Card. If you attempt any payment that exceeds the remaining value on the card the transaction will be declined.

6. IDENTIFICATION REQUIRED ON APPLICATION

Before you apply for the Gift Card you will be required to provide the following information:

- For deposits under £100 we will record your name and address and date of birth.
- For deposits of between £100 and £650 we will record your name and address and date of birth. We will require you to provide one form of ID. Acceptable forms of ID are a passport; driving license; national ID card; original correspondence from a Government department (HMRC, Local Authority Housing Benefit, State or Local Authority Education or Grant, Department for Work & Pensions); or an original bill (Bank/Building Society/Credit Card/Mortgage statement, Council Tax demand or statement, Utility Bill excluding mobile telephone bill).
- For deposits of between £650 and £1000 we will record your name and address and date of birth. We will require you to provide one form of photographic ID (passport, driving license, or national ID card) or two forms of other ID. Acceptable forms of other ID are original correspondence from a Government department (HMRC, Local Authority Housing Benefit, State or Local Authority Education or Grant, Department for Work & Pensions); or an original bill (Bank/Building Society/Credit Card/Mortgage statement, Council Tax demand or statement, Utility Bill excluding mobile telephone bill).

7. ISSUING FEE

There are no issue fees charged in respect of the supply of Gift Cards.

8. MONTHLY ADMINISTRATION FEE

There are no monthly administration fees charged to Gift Cards.

9. CANCELLATION PERIOD AND REFUND PROCEDURE

Should you wish to cancel your Gift Card please return it to the Information Desk at one of the shopping centres referred to in Paragraph 1 within the Frequently Asked Questions, unsigned and unused, within 14 days of purchase, with your receipt, and a full refund will be made. After 14 days only the balance remaining on the card will be refunded, and any refund will be subject to a £5 administration fee. Only the person who has purchased the card will be able to request a refund subject to proof of identity and return of the Gift Card. Any refund will be made by the method used for the original payment.

10. SCHEME EXPIRY DATE

The expiry date quoted on the face of the Gift Card is the closing date of the Gift Card programme.

11. YOUR CARD EXPIRY - PLEASE NOTE

INDIVIDUAL GIFT CARDS EXPIRE WHEN THE BALANCE OF THE CARD REACHES ZERO OR 12 MONTHS AFTER THE DATE OF PURCHASE. THIS IS DIFFERENT TO THE SCHEME EXPIRY DATE SHOWN ON THE FRONT OF YOUR CARD. The final date at which an individual Gift Card may be used for purchases is printed on the receipt supplied with the card. The Gift Card may not be used after this date. If any balance remains on the Gift Card after this date it will not be refunded.

12. E-VIEW YOUR ACCOUNT

You may check the available balance on your Gift Card or view a statement of recent transactions by visiting www.flex-e-card.com, or alternatively by calling our Customer Services. You will be required to provide the Customer Passcode which is printed on the receipt supplied with the Gift Card. Balance enquiries are provided free of charge. Errors or disputes regarding transactions on

the Gift Card should be notified as soon as possible to Customer Services.

13. YOUR PASSCODE

You are responsible for maintaining the confidentiality of your Customer Passcode. If your Gift Card has been purchased for you by a third party, please be aware that your Customer Passcode may have been seen by that third party. If you believe that your Customer Passcode has become compromised you should contact Customer Services in accordance with paragraph 23 of these Terms and Conditions as soon as possible and (subject to security checks) we will change your Customer Passcode.

14. LOST OR STOLEN

If you lose your Gift Card or it is stolen please notify us by telephoning Customer Services in accordance with paragraph 23 of these Terms and Conditions. You will be asked to provide your Gift Card number, Customer Passcode and other information to verify that you are the authorised cardholder. We will then block the card to prevent unauthorised use. Following notification a replacement Gift Card will be dispatched to you by post, provided the balance of the lost or stolen Gift Card was in excess of £5.95. A replacement fee of £5.95 per Gift Card will be debited to the remaining balance on the Gift Card including postage and packing.

15. YOUR RESPONSIBILITY- Lost and Stolen

Neither Capital Shopping Centres PLC, Newcastle Building Society nor Flex-e-vouchers Ltd will be liable for transactions performed using lost or stolen Gift Cards prior to notification to our Customer Services team in accordance with paragraph 14 of these Terms and Conditions.

16. LIMITATIONS ON USE

The Gift Card cannot be used to withdraw cash using ATMs or at banks. The Gift Card cannot be used to make payments on the Internet. The Gift Card is not linked to a bank account and is not a cheque guarantee card, charge card or credit card. The Gift Card cannot be topped up. The Gift Card may not be used for preauthorised regular payments, for any illegal purposes, or for gambling. Use of the Gift Card may be restricted if suspicious, fraudulent or illegal activities are identified.

17. PURCHASES FROM RETAILERS

Goods and services that are purchased using the Gift Card are purchased directly from the retail stores. Neither Capital Shopping Centres PLC, Newcastle Building Society nor Flex-e Vouchers Ltd are the supplier of the goods and services purchased. Consequently PLEASE NOTE neither Capital Shopping Centres PLC, Newcastle Building Society nor Flex-e-vouchers Ltd are liable for the quality, safety, legality, or any other aspect of any goods or services purchased using the Gift Card nor are they liable for the failure of any merchant to honour the Gift Card.

18. FINANCIAL SERVICES AUTHORITY

All transactions performed using the Gift Card will be monitored and are subject to regulatory supervision by the Financial Services Authority.

19. YOUR PERSONAL INFORMATION

Flex-e-vouchers Ltd are the data controller of personal data provided in connection with the Gift Card. For the purpose of collecting personal information Flex-e-Vouchers Ltd will comply with the Data Protection Act, 1998. Your personal data will be processed in order to administer the Gift Card and to deal with any enquiries you have about the Gift Card. The personal data collected is outlined in Paragraph 6 of these Terms & Conditions. The personal data is used to satisfy the Know Your Customer requirements of the Financial Services Authority.

- No marketing or sharing:

Unless you have expressly provided your permission, the personal data will not be used for marketing purposes, nor will it be shared with third parties unconnected with the Gift Card programme.

-Your right to access:

You have the right to request details of the personal information that is held about you, and you

may receive this by writing to Flex-e-vouchers Ltd, Office 13, Telfords Yard, Wapping, London, E1W 2BS.

20. CHANGES TO THESE TERMS

Capital Shopping Centres PLC, Newcastle Building Society or Flex-e-vouchers Ltd may change or add to these Terms & Conditions at any time if reasonably considered necessary to do so. If any changes are made they will be publicised, and copies of the revised Terms & Conditions will be made available at the Information Desk at one of the shopping centres referred to in Paragraph 1 within the Frequently Asked Questions and online at www.flex-e-card.com. Any changes to these Terms & Conditions that adversely affect the use of the Gift Card will only apply to Gift Cards issued after the date that the change has been made.

21. YOUR RIGHTS

These Terms & Conditions do not affect any rights you may have under legislation and at law. For further information about your rights contact your local authority Trading Standards Department or Citizen's Advice Bureau.

22. LIMITATION OF LIABILITY- Please Note

Neither Capital Shopping Centres PLC, Newcastle Building Society nor Flex-e-vouchers Ltd accept any liability for consequential or other loss howsoever caused and in any event Capital Shopping Centres PLC's, and/or Newcastle Building Society's and/or Flex-e-vouchers Ltd's liability shall be limited to the value deposited on the Gift Card at the time of application for the Gift Card.

23. CUSTOMER SERVICES

All telephone enquiries in connection with your Gift Card should be made to Customer Services on 0844 744 4277 or by writing to Flex-e-vouchers Ltd, Office 13, Telfords Yard, London E1W 2BS. If you are unsatisfied with any element of the service you receive, any complaints should also be made to Customer Services. Calls may be monitored or recorded. BT National Rate charges apply.

24. FINANCIAL OMBUDSMAN SERVICE / FINANCIAL SERVICES COMPENSATION SCHEME

In the unlikely event that we are unable to resolve any issues through our internal complaints procedure you may contact the Financial Ombudsman Service at:

South Quay Plaza, 183 Marsh Wall, London E14 9SR

Telephone: 0845 080 1800

E-mail: enquiries@financial-ombudsman.org.uk

The Financial Services Compensation scheme does not cover claims made in connection with using the Gift Card.

25. LAW AND COURTS

The law of England and Wales applies to these Terms & Conditions and the courts of England and Wales (or if you are resident in Scotland, Scotland) will deal with any legal proceedings between us.