

Golf Gift Card and eVouchers Programme Rules

These rules ("**Rules**") govern the Golf Gift Card & Vouchers programme and the products therein; being Gift Cards ("**Gift Cards**") and eVouchers ("**eVouchers**") issued by The Golf Gift Card Company Limited under the Golf Gift Card Programme ("**Programme**").

These Rules contain the terms and conditions to be observed by all redemption partners of the Programme ("**Partners**").

1 The Programme

- 1.1 The issuer of the Programme is The Golf Gift Card Company (the "**GGC**"), company number 14242436, whose registered office is 50 Princes Street, Ipswich, Suffolk IP1 1RJ.
- 1.2 The objective of the Programme is to contribute to the profitability of partners of the Programme through driving footfall into their retail outlets, courses, driving ranges, and golf clubs in general.
- 1.3 The Programme shall achieve this objective by facilitating the selling of Gift Cards and eVouchers to customers of the Partner ("**Customers**") and redemption of Gift Cards and eVouchers, from Customers which may be used to purchase goods or services sold by the Partner from time to time.
- 1.4 The geographical coverage of the Programme is the United Kingdom, the Isle of Man, and the Channel Islands. The geographical coverage of the Programme may be amended as communicated by GGC
- 1.5 Any information about the Programme contained in any promotional or other material issued by GGC shall not be incorporated in, or take precedence over, these Rules.

2 Partnership

- 2.1 Participation in the Programme signifies acceptance of such GGC rules and administrative arrangements as may from time to time be applicable to the Programme, as communicated or published by GGC to Partners.
- 2.2 It is a requirement that Partners accept the redemption of ALL Programme eVouchers and Gift Cards if signed up to accept them when they are presented by Customers in accordance with the Rules.
- 2.3 Partners are expected to show commitment to the Programme and actively promote the Programme within their retail outlets, golf clubs and/or on their associated website(s).
- 2.4 Partners accept their responsibility for operating a fair change policy for exchange of goods and services purchased using eVouchers and Gift Cards, accepting eVouchers and Gift Cards as payment for goods and services and redeeming eVouchers and Gift Cards in accordance with these Rules
- 2.5 GGC reserve the right to restrict any Partner's access to the Programme, including by preventing a Partner from being able to sell Gift Cards or redeem eVouchers and Gift Cards, if Partner has outstanding debt to the GGC or its programme manager, epay.
- 2.6 Where there is a change of ownership or control of a Partner, the following procedure will be followed:

- (a) the Partner must inform GGC within 45 days that the change of ownership or control is taking place; and
- (b) any decisions regarding the ordering or redemption of payments will be at the sole discretion of GGC and will consider any changes of business activity.

3 Provision of Equipment

3.1 To accept eVouchers and Gift Cards, Partners must use either:

- (a) an integrated EPOS connection approved by GGC: or
- (b) the webpos solution provided by GGC under the programme

4 Provision of Materials

4.1 GGC may from time to time make available:

- (a) details of Partners participating in the Programme; and
- (b) promotional materials for the Programme; and
- (c) the production and supply of Gift Cards, wallets and stationery required to achieve successful sales to Customers

4.2 Materials to be used in the Programme are restricted to those supplied by GGC or materials otherwise authorised in writing by GGC.

4.3 Once delivered, the storage, management and utilisation of all Materials is the responsibility of the Partner.

4.4 The Partner grants GGC, its agents and employees an irrevocable license to enter any Programme participating premise, giving reasonable notice, not to be unreasonably withheld, to inspect the operation of the Programme in accordance with Clause 2.

5 Sale and Redemption of Gift Cards

5.1 Gift Cards sold by Partners to customers are at face value.

5.2 Where Gift Cards are sold to customers, Partners will receive a sales commission plus VAT as set out in the prevailing schedule of terms

5.3 When a Customer seeks to redeem all or part of the funds on a Gift Card or eVoucher to access products or services from a Partner, the Partner shall submit a "**Redemption Request**", being an electronic transmission to check whether the Customer may redeem the Gift Card or eVoucher in the amount indicated in the Redemption Request.

5.4 Following receipt of a Redemption Request, GGC (or a third party acting on GGC's behalf) will check the balance on a Gift Card or eVoucher, and if the balance is sufficient, will promptly send the Partner an electronic transmission to confirm that the Customer may redeem (or partially redeem) the Gift Card or eVoucher (a "**Redemption Confirmation**"). Alternatively, if the balance is not sufficient, GGC (or a third party acting on GGC's behalf) will promptly send the Partner an electronic transmission to confirm that the redemption is denied. (a "**Redemption Failure**").

- 5.5 If a Redemption Confirmation is sent, the Partner shall then enable the Customer to redeem (or partially redeem) the Gift Card or eVoucher (as applicable), and shall send an electronic transmission to GGC (or a third party acting on GGC's behalf) to confirm that the Gift Card or eVoucher has been redeemed (in whole or part), and GGC will update its records to reflect the redemption (or partial redemption) ("**Actual Redemption**").
- 5.6 GGC or its card issuer will notify the Partner of the number of Actual Redemptions on the Statement issued under clause 8.2 of these Rules covering the period to which that Statement relates.

6 SETTLEMENT AND PARTNER INVOICING

- 6.1 All monies received by the Partner from Customers for gift cards or e-vouchers sold shall be at the Partner's risk until received by GGC or its Programme Manager
- 6.2 The Partner accepts that the payments received from Customers are accepted solely in its capacity as agent and trustee and confirms that such monies are trust monies and never form part of the assets of the Partner.
- 6.3 The Partner shall be liable to make payment to GGC or its programme manager for (i) Gift cards or e-vouchers sold by it less the sales commission.
- 6.4 The Partner shall make payment in accordance with the provisions of Clause 8.3.
- 6.5 GGC shall be liable to pay Partner the face value for each Redemption less recoupment of the GGC's fees or any other amounts due to GGC in accordance with clause 7 at the frequency and on the timescales GGC notifies to the Partner from time to time, such settlement to be to the Partner's bank account agreed between the Partner and GGC from time to time.
- 6.6 Settlement will take place in accordance with clause 7 provided that:
- (a) the Partner's confirmation of Actual Redemption in accordance with clause 6.3 is received by GGC (or a third party acting on the GGC's behalf) within any timescales stipulated by GGC from time to time; and
- (b) the Partner has otherwise fulfilled its obligations pursuant to these Rules.

7 Programme Fees and Payment

- 7.3 Partners participating in the Programme will be charged redemption fees at the prevailing rate plus VAT if applicable (and, if required by GGC, certain costs and charges) on the value of the card amount redeemed
- 7.4 GGC or its programme manager will issue the Partner a periodic statement showing Actual Sales and Actual Redemptions and all amounts due in relation to the Programme, in each case covering the period specified on the statement ("**Statement**").
- 7.5 GGC or its Programme manager will deduct redemption fees amounts due to it (whether arising under these Rules or otherwise) from the amount of Actual Redemptions it pays to the Partner. GGC or its programme manager will pay the Partner face value of Actual Sales less its commission
- 7.6 If the amounts the Partner owes exceeds the amount of Actual Redemptions, GGC or its programme manager will refer to the Statement in respect of such shortfall which the Partner must pay by direct debit, on demand.

7.7 GGC reserves the right to charge interest on late payment of invoices at the rate of 3% per annum above the Bank of England base rate from time to time in force and/or decline to redeem further Gift Cards until all overdue amounts are paid in full.

8 Information Security

8.1 Partners must:

- (a) have in place appropriate technical and organisational measures which ensure an appropriate level of security for the processing of Gift Cards and eVouchers, and any transaction data relating to those Gift Cards and eVouchers, against accidental or unlawful destruction, alteration, accidental loss, or unauthorised disclosure, access, or processing; and
- (b) keep all transaction data, and Gift Card and eVoucher data, safe and in a secure way that prevents unauthorised access, loss, theft, or disclosure to any unauthorised person.

9 Trademark Licence

9.1 GGC hereby grants each Partner a royalty-free, non-exclusive, non-sublicensable, licence during term of their Partnership of the Programme, to use, including display, publish, exhibit, and reproduce the Programme's logo(s) and trademark(s) (as provided by GGC to Partners from time to time) for the purposes of promoting Gift Cards and eVouchers. Except for the limited rights to use the Programme's logo(s) and trademark(s) as specified herein, no other rights of any kind are granted.

9.2 Partners acknowledge that all intellectual property rights in the Programme's logo(s) and trademark(s) are owned solely by GGC, and that Partners shall not acquire any rights or interest, including without limitation any trademark, design or copyright rights in the Programme's logo(s) or trademark(s) or in any variations thereof. All goodwill derived from the Programme's logo(s) or trademarks shall inure exclusively to the benefit of GGC, and any such goodwill is hereby assigned to GGC.

9.3 Use of the Programme's logo(s) and trademark(s) by Partners shall be solely in accordance with any instructions provided by GGC from time to time.

9.4 Partners shall not do, or omit to do, or procure or assist to be done, any act that damages or could be expected to damage the good name, reputation, or image of the Programme or GGC, or may invalidate or jeopardise any registration of the Programme's logo(s) or trademark(s).

9.5 The permission granted under this clause 10 may be revoked or terminated by GGC at anytime.

10 Termination of Participation in the Programme

10.1 A Partner may terminate its participation in the Programme by giving not less than 3 months written notice to GGC at any time.

10.2 GGC may, at the discretion of GGC, terminate a Partner's participation

in the Programme by giving not less than 3 months written notice to the Partner at any time.

10.3 GGC may terminate a Partner's participation in the Programme with immediate effect by giving written notice to the Partner if:

- (a) the Partner is in breach of any of these Rules and such breach is either incapable of being remedied or is not remedied within 7 days of GGC sending written notice of such breach to the Partner.
- (b) the Partner goes into liquidation, makes a voluntary agreement with its creditors, becomes subject to an administration order, ceases, or threatens to cease to continue business or goes into receivership.

10.4 Where notice of termination of the Partner's participation in the Programme is given under clauses 10.1 and 10.2 under these Rules, the Partner shall follow GGC's instructions regarding the arrangements for termination of the Partner's participation in the Programme and co-operate with GGC regarding the same, including by continuing to accept Gift Cards and eVouchers in accordance with these Rules up until the date of termination.

10.5 The Partner must notify GGC immediately if it reasonably believes that the circumstances set out in clause 10.3 (a) or (b) of these Rules may apply to the Partner.

10.6 Where a Partner's participation in the Programme is terminated, the procedure set out below will be followed and any exception to it is at the sole discretion of GGC:

- (a) the Partner shall cease to sell Gift Cards and redeem Gift Cards and eVouchers from the date of such termination.
- (b) the Partner may not submit any Redemption Requests from the date of such termination.
- (c) the Partner must immediately pay all sums due to GGC.

11. Liability

11.1 GGC will not be liable to a Partner, in contract, tort or otherwise:

- (a) for any indirect, special, or consequential loss or damages whether caused by breach of contract or tort (including negligence or breach of statutory duty) or arising in any other way; or
- (b) for any event or series of connected events more than the amount of faces values, charges and fees due from or paid by the relevant Partner in the 6-month period immediately preceding the event, or series of connected events, giving rise to the claim (the **Liability Cap**).

11.2 The Liability Cap will not apply to any liability of GGC to settle the aggregate amount of a Partner's Actual Redemptions properly due to a Partner pursuant to clause 7 of these Rules.

11.3 If a Partner wishes to bring a claim against GGC in relation to this Programme or these Rules, the relevant Partner must provide to GGC notice in writing and provide full details of its claim and alleged losses no later than 3 months after having become aware of the claim.

11.4 The Partner acknowledges that it is responsible for the goods and services it provides to Customers in exchange for Gift Cards or eVouchers ("**Partner Products**"). The Partner will, to the extent that a claim does not arise from the negligence or willful default of GGC, indemnify and keep indemnified GGC from and against all losses suffered or incurred by it arising out of or in connection with the supply of Partner Products to Customers.

11.5 Nothing in these Rules excludes or limits GGC's liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other losses which cannot be excluded or limited by law.

12 Miscellaneous

12.1 GGC's decision on all matters relating to these Rules shall be final and binding on Partners.

12.2 GGC may subcontract any aspect of its business that is relevant to the Programme or these Rules.

12.3 These Rules shall be governed by English law and Partners agree to submit to arbitration or at GGC's sole discretion, to the exclusive jurisdiction of the English Courts.

12.4 Partners may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of their rights and obligations under these Rules.

Correct as at : March 2023