

TERMS & CONDITIONS

1. Your application for and use of Cavendish Square gift card will be subject to the following terms and conditions:
2. You agree that these terms and conditions apply to you and, any subsequent gift cardholder, by gift or otherwise.
3. In order to ensure compliance with the Financial Intelligence Centre Act, the Landlord or its agents (the Landlord) are required to identify and verify the purchaser of the Gift Card. The Landlord may not issue such Gift Cards without satisfactory proof of the purchaser's Identity (i.e. ID Documentation, Drivers' License or (foreign) Passport and any other FICA requirements where applicable).
4. This gift card may only be used in South Africa and will be accepted at the following shopping centres: Gateway Theatre of Shopping (Umhlanga, Durban), Cavendish node (incorporating Cavendish Square, Cavendish Connect, The Place and Dreyer Street in Claremont, Cape Town) , The Rosebank node (incorporating The Zone @ Rosebank, Regents Place and Cradock Square in Rosebank, Johannesburg), Vincent Park Shopping Centre (East London), and Riverside Mall (Nelspruit).
5. This gift card may be used to pay for goods and services at suppliers and merchants at the above shopping centres
6. A fee shall be levied per transaction, currently R18.00 (eighteen rand) for the usage of the gift card outside of the participating retail buildings as listed in clause 3 above.
7. No remote redemptions are allowed, such as ordering via mail, telephone or Internet.
8. The total Rand amount of the purchases will be deducted from the value of the gift card.
9. All transactions in excess of the gift card balance will be declined.
10. The gift card may not be used for any illegal transactions. It is your responsibility to determine whether a transaction is legal or not.
11. Misuse of the gift card may constitute fraud.
12. This gift card has an expiry date which is 3 years after the date of issue. The gift card is valid until the last day of the month which is printed on the front of the card (marked expiry date).

13. Lost or stolen gift cards must be reported to the customer service line 086 111 4093 immediately, together with original receipts of purchase and the gift card number. Lost or stolen gift cards can also be reported at the Shopping Centre's Information Kiosks (as listed In clause 3 above), where available.
14. A re-activation fee will be charged on lost, stolen or expired gift cards. The re-activation fee is currently R15,13 (fifteen rand, thirteen cents) per card.
15. A gift card can be loaded with a minimum amount of R50.00 (fifty rand) and maximum amount of R5 000 (five thousand rand) but may be subject to change without notice.
16. Value Added Service Rates will apply for all SMS balance enquiries. To check the balance on your gift card you should SMS the 16 digit card number to 34246. Alternatively you can obtain your balance by calling the balance enquiry" line on 083 918 7700 or by visiting the Information Kiosk at one of the specified shopping centres, where available.
17. This gift card may not be refunded or exchanged for cash or credit.
18. Purchase authorisation will be declined if any of these terms and conditions are breached.
19. When paying with this gift card, you must sign a transaction receipt of purchase and keep it for your records.
20. All original receipts of purchase must be kept by the purchaser or recipient of the gift card and presented when reporting a lost, stolen or damaged gift card. Failure to produce this receipt may result in the re-issue of the gift card being declined.
21. The gift card will be stopped as soon as reasonably possible after the Landlord is advised, but you will be responsible for all payments made with the gift card prior to notification of the loss and/or theft.
22. If monies can't be recovered in time because of the failure to present the original receipts or gift card number when reporting a lost or stolen gift cards, the Landlord will not be responsible or liable to pay monies back to the gift cardholder.
23. Unauthorised transactions reported by you will be investigated after receipt of an affidavit that you did not authorise the transaction.
24. Replacement of lost, stolen, damaged or defaced gift cards will be done at the sole discretion of the Landlord at the relevant shopping centre.

25. The Landlord and its agents will not be held liable for damage, loss, theft or copying of the gift card or for any malfunctions with respect to the in-store point of sales equipment,
26. The Landlord and its agents will not accept responsibility should any tenant decline the gift card as a form of payment.
27. The amount registered on the cardholder's gift card will not accrue any interest.
28. The gift card can't be used for banking transactions and / or to pay other liabilities.
29. To the extent relevant, the purchase and use of this gift card is governed by the standard banking rules and regulations, and shall be deemed to be incorporated herein by reference.
30. Exchange and return of merchandise purchased in whole or in part with the gift card, will be governed by the procedures and policies of the merchant and the applicable law. At the time of any exchange or return, you must present both the merchandise receipt and the gift card.
31. You may, at any time, terminate this agreement by destroying the card. You will be responsible for any transactions if the gift card is not destroyed correctly and is used.
32. You may not vary the terms and conditions as set out above.
33. South African Law governs these terms and conditions.