

TERMS AND CONDITIONS OF CAVENDISH SQUARE GIFT CARD

Your application for and use of the Cavendish Square gift card will be subject to the following terms and conditions:

1. The cardholder agrees that these terms and conditions apply to him/her and, any subsequent gift cardholder, by gift or otherwise.
2. The cardholder shall append his/her signature to the back of the gift card.
3. The cardholder may be required to sign the transaction slip of the goods and services purchased with the gift card.
4. 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' Licence or (foreign) Passport and any other FICA requirements where applicable).
5. 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), Riverside Mall(Nelspruit) and Bedford Centre/Square (Bedford) (Johannesburg).
6. This gift card may be used to pay for goods and services at suppliers and merchants at the above shopping centres. The gift card may be used as a debit card and not as a credit card. No transaction fees shall be payable to any transactions performed with the gift card
7. A fee shall be levied per transaction, currently R20.05 (twenty rand, five cents) for the usage of the gift card outside of the participating retail buildings as listed in clause 5 above.
8. No remote redemptions are allowed, such as ATM withdrawals, ordering via mail, telephone or internet.
9. The total Rand amount of the purchases will be deducted from the value of the gift card.
10. All transactions in excess of the gift card balance will be declined. It is your responsibility to ensure that the available credit on the gift card is sufficient to pay for the intended transaction.
11. You will not be able to make additional deposits into the gift card
12. The gift card may not be used for any illegal transactions. It is the cardholder's responsibility to determine whether a transaction is legal or not.
13. Misuse of the gift card may constitute fraud.
14. This gift card will expire 3 years after the date of issue or when you reach a zero (nil) balance, whichever occurs first. The gift card is valid until the last day of the month which is printed on the front of the card (marked expiry date). Any remaining balance on the gift card will not be redeemable in cash.
15. 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 5 above), where available.

16. A re-activation fee will be charged on lost, stolen, damaged or expired gift cards. The re-activation fee is currently R15.13 (fifteen rand, thirteen cents) per card.
17. 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.
18. Value Added Service Rates will apply for all SMS balance enquiries. To check the balance on your gift card the cardholder should SMS the 16 digit card number to 34246 or visit www.whatsonmycard.com. Alternatively, the cardholder 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. No statements or correspondence will be sent to the cardholder advising of the remaining balance on the gift card.
19. This gift card may not be refunded or exchanged for cash or credit
20. Purchase authorisation will be declined if any of these terms and conditions are breached.
21. When paying with this gift card, the cardholder must sign a transaction receipt of purchase and keep it for your records.
22. All original receipts of purchase must be kept by the cardholder 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.
23. The gift card will be stopped as soon as reasonably possible after the Landlord is advised, but the cardholder will be responsible for all payments made with the gift card prior to notification of the loss and/or theft.
24. 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 card, the Landlord will not be responsible or liable to pay monies back to the gift cardholder.
25. Unauthorised transactions reported by the cardholder will be investigated after receipt of an affidavit by the cardholder that he/she did not authorise the transaction.
26. Replacement of lost, stolen, damaged or defaced gift cards will be done at the sole discretion of the Landlord at the relevant shopping centre.
27. 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.
28. The Landlord and its agents will not accept responsibility should any tenant decline the gift card as a form of payment or should the cardholder have any difficulties with the goods or services purchased with the gift card.
29. The amount registered on the cardholder's gift card will not accrue any interest.
30. The gift card can't be used for banking transactions and/or to pay other liabilities.
31. 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.
32. 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, the cardholder must present both the merchandise receipt and the gift card.

33. The cardholder may, at any time, terminate this agreement by destroying the card. The cardholder will be responsible for any transactions if the gift card is not destroyed correctly and is used.
34. The Landlord reserves its rights to limit the amount of gift cards that the cardholder may purchase at any given time.
35. The Landlord does not provide any warranties, insurance or any other promises not specifically set out in these terms and conditions.
36. The cardholder may not vary the terms and conditions as set out above
37. South African Law governs these terms and conditions.