1. INFORMATION ABOUT WHO WE ARE AND THIS AGREEMENT

1.1. These terms and conditions apply to Gift Cards issued by EML Payments (EU) Limited (company number 560902), a company with registered office at The Greenway, Block C, Ardilaun Court, 112-114 St Stephen's Green, Dublin, D02 Td28, Ireland ("**EML**") for use at **Bruuns Galleri** (**Bruuns Galleri**) in Denmark.

1.2. In this agreement, "we", "us" or "our" refers to EML, unless otherwise stated. "You" or "your" refers to the Cardholder.

1.3. The Distributor of this Card is **Bruuns Galleri**, M. P. Bruuns Gade 25, 8000 Aarhus, Denmark.

1.4. This document establishes an agreement between you and us and governs the possession and use of your Gift Card.

1.5. By purchasing or using a Gift Card, you indicate to us that you accept all of the terms and conditions of this agreement. The Gift Card holder is subject to the terms and conditions of this agreement, which shall be permanently available to the public in accordance with the terms set forth in section 18 below.

2. GIFT CARDS

2.1. EML cannot guarantee that a particular retailer will accept the Gift Card. Please check with retailers before attempting to make a transaction.

2.2. The purchase of a Gift Card is not a deposit, and the balance of a Gift Card does not bear interest. EML relies on the limited network exemption in section 5, no. 14–15, of the Danish Payments Act (*lov om betalinger*). The exemption is subject to the carve-back expressed in those provisions: EML will notify Finanstilsynet under section 61 of the Danish Payments Act once the aggregate value of payment transactions under the programme in the preceding twelve months exceeds the equivalent of EUR 1 million, and the information requirements, user rights and operational rules in Chapters 5 to 7 of the Danish Payments Act (including, in particular, section 96 on cash redemption) continue to apply to this Gift Card. These terms and conditions are drafted to reflect those statutory requirements.

2.3. This Gift Card can only be used at **Bruuns Galleri** in Denmark. Under no circumstances may it be used in a country other than Denmark.

2.4. The Gift Card and its balance are valid for a period of **24** months from the date of purchase (or the date on which we accept payment for your order in the case of Gift Cards purchased on the Internet). On that date, the usability of the Gift Card for purchases will cease. Your right to request cash redemption of any unused balance survives the expiry date and continues for one year after expiry, as set out in sections 2.8 and 9 below.

2.5. If the Gift Card was purchased through an electronic point of sale, the maximum value that can be loaded on the Gift Card is 3**,000 kr**. The Gift Card will be activated at the point of sale. If the Gift Card was purchased through a card dispensing kiosk or mobile point of sale, the maximum load limit is 3**,000 kr**. The Gift Card will be activated at the point of sale and the money will generally be available for use one hour after purchase.

2.6. If your Gift Card was purchased over the Internet, the maximum value that can be loaded into the Gift Card is 3**,000 kr**.

2.7. No additional funds may be loaded onto your Gift Card after the initial purchase, except in the event that a retailer refunds a transaction on the Gift Card. Refunds usually take several days to appear on your Gift Card.

2.8. Your statutory right to cash redemption: In accordance with section 96 (2), of the Danish Payments Act (*lov om betalinger*), you have the right to request that any unused balance on your Gift Card be redeemed in cash at its face value. This right may be exercised at any time before the expiration date and for a period of one year after

the expiration date. This is a mandatory consumer right under Danish law and cannot be waived (section 6 (1), of the Danish Payments Act). Fees may be charged for redemption only in the limited circumstances set out in section 96 (4), of the Danish Payments Act and only where disclosed in these terms and conditions and in the fee table in section 5.

3. IDENTIFICATION REQUIREMENTS

3.1. We may ask you for personal information and some proof of your identity before issuing a Gift Card in your name. We do this to prevent fraud, money laundering and other financial crimes. We also use this information to identify you and your Gift Card in the event of loss or theft. We will retain this information as per our legal and regulatory obligations.

3.2. If you do not provide us with the requested proof of identity, or if, in our sole discretion, the proof you have submitted to us is not satisfactory, we reserve the right not to issue you a Gift Card. The decision will be final, and we will not be obliged to justify our decision to refuse to issue a Gift Card.

4. DATA PROTECTION

4.1 EML is the issuer of your Gift Card. This means that EML is the controller of your personal data in relation to providing the Gift Card service. We are committed to ensuring that all personal information we hold about you is safe and secure, and used responsibly at all times.

4.2 Information about the Gift Card, or transactions made with the Gift Card (which may include your personal information, if you have provided it to us) may be disclosed to third parties, where required by law, to enable you to operate with the Gift Card and process transactions, to prevent financial crime, to provide you with the services you request and, if necessary, to notify you of any changes to the service. Disclosure may also be made to countries outside the European Economic Area ("EEA").

4.3 You have a number of rights under applicable data protection law, including the right at any time to request details or a copy of any Personal Data that we hold about you and to have inaccuracies in that information corrected. How you can exercise these and other data protection rights is set out in our Data Protection Notice, available on our website - https://www.emlpayments.com/privacy/.

5. FEES AND CHARGES

The following table describes the fees and charges that apply to the purchase and use of the Gift Card:

Fee	Cost	Frequency
Activation Fee	**10 kr**	Per card
Redemption Fee	**25 kr**	Per card

6. HOW TO USE YOUR GIFT CARD

6.1. We shall be entitled to assume that you authorised a transaction where:

6.1.1. the magnetic stripe of the Gift Card was accepted by the retailer.

6.1.2. there is a signed proof of sale.

6.1.3. Relevant information is provided to the retailer that allows the transaction to be processed.

6.2. Once we have received your instruction to proceed with the transaction, it cannot be stopped or revoked. Please see section 14 of this agreement for more information. We will deduct the value of the transaction from the

remaining balance of the Gift Card. The retailer or service provider that has accepted your Gift Card for payment will generally receive payment within five business days.

6.3. The Gift Card can be used in the form of full or partial payment for purchases. In the case of partial payment, the person using the Gift Card must pay the outstanding amount of the purchase by alternative means, for example, cash or debit card or credit. You must check with the Retailer if this is allowed.

7. RESTRICTIONS ON THE USE OF GIFT CARDS

7.1. You should not attempt to use your Gift Card at non-participating retailers .

7.2. A Gift Card:

7.2.1. may not be topped up after use;

7.2.2. cannot be used to withdraw cash via ATMs, banks or other institutions;

7.2.3. is not permitted to be used for the purposes of purchasing foreign currency;

7.2.4. is not permitted to be used for the purpose of purchasing other Gift Cards;

7.2.5. is not permitted to be used for mail order, telephone, internet or other non – face – to – face transactions.

7.3. A Gift Card:

7.3.1. is not linked to a bank account.

7.3.2. is not a cheque guarantee card.

7.3.3. is not a charge card.

7.3.4. is not a credit card.

7.4. The balance of a Gift Card does not generate interest.

7.5. The use of a Gift Card for identification purposes is not permitted.

7.6. A Gift Card cannot be used for regular pre-authorized payments, for gambling, or for any illegal purpose.

7.7. We may restrict the use of your Gift Card:

7.7.1. if we have reasonable grounds to believe that the Gift Card is being used or associated with in any way with fraudulent or other illegal activities.

7.7.2. if we believe that you have breached or otherwise failed to comply with these terms and conditions; or

7.7.3. in the event of exceptional circumstances that prohibit the normal operation of the Gift Card.

8. MANAGING YOUR GIFT CARD

8.1. The available balance on the Gift Card will be reduced by the value of each payment made with the Gift Card. Where you have used the Gift Card to pay for goods or services, the value of the transaction plus any relevant fees or charges will be paid to the retailer or service provider through the payment scheme network.

8.2. If you attempt to make a payment for a value that exceeds the remaining balance of the Gift Card, the transaction will be declined. If you know the remaining balance of your Gift Card, you may be able to make a partial payment, subject to the Retailer. Please check with the Retailer before attempting this.

8.3. To check the available balance on your Gift Card or view a statement of recent transactions, you can:

8.3.1. access https://www.getmybalance.com and use the balance inquiry service;

8.3.2. contact Customer Service in accordance with section 14 below (please note that calling rates may apply, no higher than those of a standard domestic call; please check with your telephone service provider); or

8.3.3. scan the QR code that appears on the back of the Gift Card (where applicable), using your smartphone (compatible with devices using Apple iOS and Android phones, or Windows). Please note that data rates may apply. Check with your telephone provider.

9. GIFT CARD EXPIRATION AND BALANCE RESET

9.1. Your Gift Card will cease to be usable for purchases **24** months from the date it was purchased. We refer to this date as the expiration date. On that date, the Gift Card will cease to function for the purposes of making purchases. However, in accordance with section 96 (2), of the Danish Payments Act (*lov om betalinger*), your right to request cash redemption of any unused balance remains available for one year following the expiration date (see section 2.8).. We recommend that you use the full balance of your Gift Card before it expires to avoid the need to request redemption.

10. CANCELLATION PERIOD AND REFUND PROCEDURE

10.1. If the Gift Card is purchased over the Internet, the original purchaser of the Gift Card will be entitled to a fourteen (14) day cooling-off period. If you purchased your Gift Card online and wish to request cancellation, please contact customer service in accordance with section 14 below.

10.2. Funds returned to the original purchaser pursuant to section 10.1 will be refunded in the same form in which they were received. For example, if the original purchaser chose to pay for the Gift Card with a debit or credit card, the funds will be refunded to the same debit or credit card.

10.3. If the Gift Card was purchased at a shopping mall, retail location or card dispensing kiosk by a face-to-face transaction on the trader's premises, no statutory fourteen 14-day cooling-off right applies, as such purchases are not distance sales or off-premises contracts under the Danish Consumer Contracts Act (*forbrugeraftaleloven*). Any goodwill refund offered by the applicable shopping mall or retail location is a contractual, not a statutory, right. Your right to request cash redemption of any unused balance under section 96 (2), of the Danish Payments Act applies regardless of sales channel (see section 2.8 below).

11. KEEP YOUR GIFT CARD AND DETAILS SAFE

You are responsible for keeping your Gift Card and associated details secure. You must take all reasonable steps to prevent the loss, theft, or misuse of the Gift Card. Do not disclose the details associated with the Gift Card to anyone except when absolutely necessary e.g., when making a transaction or transmitting the Gift Card to another person as a gift.

12. LOST, STOLEN OR DAMAGED GIFT CARDS

12.1. If your Gift Card is lost, stolen, or damaged, we recommend that you contact customer service in accordance with section 14 below as soon as possible. We may ask you to provide a variety of details to confirm that you are the authorised holder of the Gift Card. Once this verification process is complete, (if necessary), we will do the following:

12.1.1. block your Gift Card if you have reported it lost or stolen; or

12.1.2. cancel your Gift Card if you have reported that it is damaged.

12.2. Blocking or cancelling your Gift Card will ensure that it can no longer be used while we make the necessary arrangements, where possible, for a replacement Gift Card to be made available to you.

12.3. You will be liable for the value of all transactions if we believe or have reason to suspect that you:

12.3.1. have acted fraudulently;

12.3.2. have intentionally, recklessly, or negligently, failed to keep your Gift Card or your security details safe; or

12.3.3. an undue or unreasonable period of delay elapsed between the loss or theft of your Gift Card and the notification to customer service of the loss or theft.

12.4. Upon satisfactory completion of the verification process described in section 12.1 above, we may arrange for a replacement Gift Card to be available to you at the relevant shopping centre or retail outlet. In the event that we are able to make a replacement Gift Card available to you, a fee will apply as set out in section 5 (Fees and Charges).

12.5. Replacement Gift Cards:

12.5.1. will only be available for collection until the expiration date of the Gift Card that has been lost, stolen or damaged.

12.5.2. will only be available if the original Gift Card that was lost, stolen or damaged was purchased at a shopping mall or retail outlet that operates an EML electronic point of sale; and

12.5.3. will be valid for a period of **24** months from the date the replacement Gift Card is collected.

12.6. The cooling-off period described in section 10.1 above does not apply to any replacement Gift Card.

13. RETAIL PURCHASES AND TRANSACTION DISPUTES

13.1. We are not responsible for the safety, legality, quality or any other aspect of goods or services purchased with a Gift Card.

13.2. If you believe that you did not authorise a particular transaction, or if you wish to raise a dispute about goods or services purchased, you should contact **Bruuns Galleri** Customer Service as soon as possible within a reasonable time in accordance with section14 below. If an undue or unreasonable period of delay has elapsed between the occurrence of the transaction or dispute in question and your notification to Customer Service, we may not be able to assist you.

13.3. Under certain circumstances, a transaction may be initiated but not completed. When this happens, it may result in the value of the transaction being deducted from the balance of the Gift Card and becoming unavailable for use; we refer to this as a pending authorisation or a block. In these cases, you must contact Customer Service in accordance with section 14 below and provide some proof to show that the transaction has been cancelled or reversed. In the absence of sufficient evidence, we reserve the right to impose a waiting period of seven (7) business days before the blocked amount on your Gift Card is reinstated.

14. CUSTOMER SERVICE

14.1. All inquiries regarding a Gift Card should be directed to **Bruuns Galleri** Customer Service:

14.1.1. by calling **+468 39 96 20**. The use of the telephone line provided does not imply a higher rate than the rate of a call to a standard geographic or mobile fixed line.

14.2. Communicating with **Bruuns Galleri** via our email at **support@uniguide.se**. Customer Support services are available during shopping centre opening hours. You should check your shopping centre for their opening hours as they may vary.

14.3. If you wish to make a claim in relation to your Gift Card, you must first contact **Bruuns Galleri**, the Distributor of this Card, using the details provided above. You will be asked to explain the reason for your dissatisfaction. **Bruuns Galleri** will register your complaint and investigate it in accordance with their complaints handling protocol. Once your complaint has been investigated, you will be sent a final written response. If you are not satisfied with the response, consumers resident in Denmark may refer the complaint to the Danish Centre for Complaint Resolution (*Center for Klageløsning*) and, if necessary, to the Consumer Complaints Board (*Forbrugerklagenævnet*) under Nævnenes Hus, in accordance with the Danish Consumer Complaints Act (*forbrugerklageloven*). The Danish Consumer Ombudsman (*Forbrugerombudsmanden*) supervises traders' compliance with, among other things, Chapter 5-7 of the Danish Payments Act.

15. LIMITATION OF LIABILITY

15.1. EML shall not be liable for:

15.1.1. losses that were not foreseeable at the time of purchase of the Gift Card;

15.1.2. losses that were not caused by any breach on their part (each acting separately);

15.1.3. business losses; or

15.1.4. losses caused to non-consumers.

In any event, the aggregate liability of EML to any Cardholder will be limited to the value loaded onto the Gift Card at the time of purchase. Nothing in this section 15 excludes or limits EML's liability for (i) death or personal injury caused by negligence, (ii) fraud or gross negligence, or (iii) any liability that cannot by law be excluded or limited under mandatory Danish consumer protection rules, including the Danish Contracts Act (*aftaleloven*) and Council Directive 93/13/EEC on unfair terms in consumer contracts.

16. CHANGES TO THESE TERMS AND CONDITIONS

These terms and conditions may be changed or modified at any time for legal, regulatory or security reasons or to allow for proper delivery of the Gift Card scheme. In accordance with the information and framework contract rules in Chapters 5 and 6 of the Danish Payments Act (*lov om betalinger*), any change that is not more favourable to you will be communicated to you at least two months before it takes effect, unless a shorter notice period is permitted or required by law. Copies of the revised terms and conditions will be made available at customer service counters in participating shopping malls and retail establishments, and online at https://www.getmybalance.com.

You may terminate your use of the Gift Card at any time before the proposed change takes effect by requesting cash redemption of the unused balance under section 2.8. If you do not terminate before the proposed change takes effect, you will be deemed to have accepted the change.

17. GOVERNING LAW

To the fullest extent permitted by law and without affecting your legal rights as a consumer in the country in which you are domiciled, this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Denmark.