

Gift Card Sicilia Outlet Village
Cardholder Agreement - (Terms and Conditions – T&C)
(Version Date: May 10, 2023)

This Card is issued by EML Payments Europe Limited (“EML”), registered in England and Wales with its registered office at 4th Floor, 11 Brindleyplace, Birmingham, B1 2LP, United Kingdom, on behalf of Epipoli (hereinafter referred to as the “Distributor”) with its registered office at Viale Edoardo Jenner, 53 - 20159 Milan, Italy.

In these terms and conditions, “We” or “our” refers to EML Payments Europe Limited, acting on its own behalf; “You” or “Your” refers to the purchaser or user of the Card; and “Merchant” refers to the commercial establishment where the payment is made.

1. By using the Card, you agree to be bound by these Terms and Conditions. If you purchased the Card for someone else, you must provide the user with a copy of these T&Cs or inform the final cardholder that these T&Cs are available online at www.ilmiosaldo.it. You must retain the original purchase receipt and the Card number, as they may be required for:
 - i. to provide you with customer support services;
 - ii. to provide assistance in case of errors; or
 - iii. in case of loss or theft of the Card.
2. The Card is a prepaid card that is activated upon purchase. It can be used to purchase goods and services at participating stores located within Sicilia Outlet Village, with which we have commercial agreements for Card acceptance (“Merchants”). The list of participating Merchants is subject to change. The Card cannot be used for ATM withdrawals, online purchases, or at financial institutions. The Card is not a credit card and is not linked to a bank account. No interest will be earned on the funds loaded onto the Card.
3. The minimum balance that can be loaded onto your Card is €5, and the maximum balance is €500. In certain situations, we or the Distributor may require you to verify your identity before issuing one or more Cards, in order to comply with our customer identification obligations. There are no fees associated with the use of the Card, unless you are granted a replacement Card, in which case a replacement fee of €9.95 + VAT will apply.
4. In cases where the Card is used to make purchases that exceed the available balance, the difference must be paid using another payment method, if the Merchant allows it.
5. This Card is non-reloadable and is valid for twelve (12) months from the activation date. It cannot be used after the expiration date. Upon expiry, any remaining available balance will be forfeited without further notice. You are advised to check the balance and remaining validity period of the Card at www.ilmiosaldo.it.
6. The Card cannot be redeemed for cash and cannot be used to make direct debits, recurring or installment payments, or to purchase foreign currency. Authorizations may be declined by certain Merchants. We are not responsible in any way if an authorization is declined for a particular transaction, except where the authorization was declined due to an act or omission on our part. The Card may not be used to purchase prepaid cards or other Gift Cards.
7. The Card cannot be replaced in cases of misuse, loss, theft, or damage, and there is no financial compensation scheme associated with the Card. You are responsible for all transactions made with the Card, except in cases of fraud or negligence on the part of our staff. If you notice an error related to the Card or if the Card is lost, you must immediately notify customer service at info@mygiftcard.it.
8. In case of problems with a purchase made using the Card or a dispute with a Merchant, you must deal directly with the Merchant involved.
9. We may limit or suspend the use of the Card if suspicious activity is detected.
10. Any transaction refunds are subject to the specific Merchant's policy. If the Card expires or is

revoked before you have spent funds resulting from a refund, you will not have access to those funds.

11. You are responsible for checking your transaction history online and being aware of your available balance. You can view your balance and transaction history on the website www.ilmiosaldo.it (free of charge). We reserve the right to correct the available balance on your Card if we believe an accounting error has occurred or in any other case where correction is necessary.
12. By purchasing the Card online or at the Shopping Center, or by accepting and using the Card, you agree that we may use your personal data in accordance with our Privacy Policy, available at www.emlpayments.com/privacy. The Policy includes details on the personal information we collect, how it is used, and to whom it is shared. By using the Card, you further confirm your acceptance of the use of your personal data in accordance with Epipoli's privacy policy, available at <https://www.mygiftcard.it/privacy>.
13. Information (which may include your personal information, if you have provided it to us or to the Distributor, information about the Card or transactions made with the Card) may be disclosed to third parties where required by law, to manage the Card and process transactions, to prevent financial crime, to provide you with the requested services, and if necessary, to inform you of any changes to the service. The disclosure may also involve countries outside the European Economic Area ("EEA"). We will take all reasonably necessary measures to ensure that your data is handled securely and in accordance with our privacy policy, the Data Protection Act 2018, and the General Data Protection Regulation (GDPR). Our privacy policy can be viewed at <https://emlpayments.com/privacy>, and our Distributor's privacy policy can be viewed at <https://www.mygiftcard.it/privacy>.
14. If you purchased the Card online, you can cancel the purchase within 14 days from the date of receipt of the Card by following the instructions at <https://www.mygiftcard.it/spedizioni-resi>. It is not possible to cancel the purchase of an activated Card.
15. We reserve the right to modify these T&Cs at any time with 60 days' notice. The updated version of the Card's terms and conditions will always be available at www.ilmiosaldo.it. The changes will automatically take effect and will be deemed accepted unless you notify us that you disagree. In that case, we will consider such notification as a notice of your intention to terminate the service immediately.
16. The Distributor's gift card program may be discontinued. If your Card can no longer be used after the program is discontinued, you will have the right to redeem your Card for the available balance at the time of the refund.
17. Neither we nor the Distributor will be liable for unauthorized access to or use of your Card, or for any delays or inability to activate and/or use the Card or check the balance on the Card, or if we suspend the use of the Card in accordance with these T&Cs. Neither we nor the Distributor make any warranties or representations regarding the Card, purchases made with the Card, including, but not limited to, warranties of quality or fitness for a particular purpose, or whether the Card will always be accessible or accepted. Nothing in this agreement limits our or the Distributor's liability where it cannot be excluded by law.
18. These terms and conditions are made in the English language. In the event of a translation, the English version shall prevail in case of any discrepancies. All communications will be made in English or, alternatively and at our sole discretion, in Italian or German. These terms and conditions and any dispute, procedure, or claim of any kind arising from or relating to the aforementioned terms and conditions (including any disputes or claims outside of contract) shall be governed by and interpreted in accordance with English law; the competent courts are those of England and Wales. This does not affect any rights you may have under applicable mandatory laws. As consumers residing in Italy, you may rely on any mandatory provisions of Italian law. Nothing in these terms and conditions, including the reference to the choice of applicable law, affects your consumer rights to rely on the mandatory provisions of local laws.