

# MasterCard® Incentive Award Card terms and conditions

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU ACTIVATE YOUR CARD. THIS INFORMATION FORMS THE TERMS AND CONDITIONS OF YOUR INCENTIVE AWARD CARD. BY ACTIVATING YOUR CARD YOU ACCEPT THE TERMS AND CONDITIONS AND YOU UNDERSTAND AND ACCEPT THE RISKS HIGHLIGHTED IN PARAGRAPH 7.1 AND 15.2 OF THIS AGREEMENT. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH, PLEASE CONTACT CUSTOMER SERVICES USING THE CONTACT DETAILS AT PARAGRAPH 17 OF THIS AGREEMENT.

## 1. DEFINITIONS

**'Account'** – The electronic account associated with your Card.  
**'Acceptance Mark'** – means MasterCard® International Incorporated signage indicating acceptance of the Card.  
**'Activation Code'** – code needed to activate Card before it can be used.  
**'Agreement'** – This Cardholder agreement as varied from time to time.  
**'Available Balance'** – Value of funds loaded onto your Card and available for use.  
**'ATM'** – An automated teller machine or cash dispenser bearing the MasterCard® and/or Cirrus® acceptance marks.  
**'Card'** – Any Card issued to you under this Agreement.  
**'Card Issuer'** – Clydesdale Bank PLC, 30 St Vincent Place, Glasgow, G1 2HL, a company registered in Scotland with number SC001111.  
**'Card Number'** – The card number on the front of your Card.  
**'Cardholder'** – You, the person entering into this Agreement with us.  
**'Customer Services'** – The contact centre for dealing with queries and requests for services in relation to your Card. Contact details for Customer Services can be found in paragraph 17. Calls to Customer Services are charged at national rate.  
**'e-money'** – The electronic money associated with your Card.  
**'Programme Manager'** – Edened (UK Group) Ltd, a company registered in England and Wales with number 540144 whose registered office is at Honeycomb North, Honeycomb, Chester Business Park, Chester, CH4 9QJ MasterCard International  
**'Incorporated'** – MasterCard International Incorporated or its affiliates whose head office is at 2000 Purchase Street, Purchase, New York 10577 USA  
**'Merchant'** – A retailer, or any other person, firm or corporation that accepts cards which display the MasterCard® acceptance mark.  
**'PIN'** – Personal identification number for use with the Card.  
**'Transaction'** – A retail sale completed by you using your Card.  
**'we', 'us' or 'our'** – PrePay Technologies Limited a company registered in England & Wales under company number 04008083 who can be contacted at PO Box 3883, Swindon, SN3 9EA and who are authorised and regulated by the Financial Conduct Authority to issue e-money (FRN: 900010).  
**'Website'** – [www.incentiveawardcard.co.uk](http://www.incentiveawardcard.co.uk), at which you can access your personal card information.  
**'you', 'your'** – The Cardholder.

## 2. SCOPE OF THIS AGREEMENT

2.1 Your Card is an e-money prepaid card. This is not a credit, charge or debit card.  
2.2 Your Card has been issued by Clydesdale Bank PLC pursuant to licence from MasterCard International Incorporated or its affiliates. We are a Member Service Provider of Clydesdale Bank PLC. Your rights and obligations relating to the use of this Card are subject to this Agreement between you and us; you have no rights against the Card Issuer or MasterCard International Incorporated or their respective affiliates. If you experience any difficulties in using the Card you should contact Customer Services. The e-money associated with this Card is issued by us to the Programme Manager, and will be denominated in Pounds Sterling. The Programme Manager will grant to you the right to use its e-money up to the value loaded on each Card. All legal rights associated with the e-money will remain with the Programme Manager and do not pass to you. The Card remains the property of the Card Issuer.  
2.3 These terms and conditions are written and available only in English and we undertake to communicate with you in English regarding any aspect of your Card or Account.

## 3. RECEIPT AND ACTIVATION OF CARDS

When you receive your Card, you must sign it immediately. You will be sent a letter with an Activation Code by separate cover. You can activate your Card by calling Customer Services on +44 (0) 843 453 5490. Please note that your Card cannot be used until it has been activated. If you haven't received your Activation Code within seven days of receiving your Card, please call Customer Services. When you call Customer Services you will need to select the 'Card Activation' option from the menu. You will then be asked to quote your Card Number and your Activation Code. You will be given a 4 digit PIN. You should never write down your PIN, reveal your PIN to anybody or enter your PIN in a way that it can be easily seen by others. We will not reveal your PIN to a third party. If you forget your PIN, you will need to call Customer Services. You should not enter your PIN into any ATM that does not look genuine, has a suspicious device attached to it or is operating in a suspicious manner. You will be able to change your PIN at any UK Bank ATM. When you select or change your PIN, you must not select a PIN that can be easily guessed, such as a number that is easily associated with you, such as your telephone number or birth date; is part of data imprinted on the Card; consists of the same digits or a sequence of running digits; or is identical to the previously selected PIN.

## 4. USE OF CARDS

4.1 Your Card may only have e-money loaded to it by the Programme Manager in its sole discretion and can then be used at any Merchant displaying the MasterCard Acceptance mark.  
4.2 Your Card is a prepaid card, which means that the Card's Available Balance will be reduced by the full amount of each transaction and authorisation, plus any taxes and charges that are applicable (the 'Full Deductible Amount'). The Full Deductible Amount must be less than or equal to the Available Balance on your Card. You must not use your Card if the Full Deductible Amount exceeds the Available Balance or after the expiry date of the Card. If, for any reason, a Transaction is processed for an amount greater than the Available Balance on your Card, you must repay us the amount by which the Full Deductible Amount exceeds your Available Balance within 14 days of receiving an invoice from us. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps

necessary, including legal action, to recover any monies outstanding.

4.3 You can check your balance for free by visiting the Website. You can also check your balance by calling Customer Services.  
4.4 Due to security safeguards, Merchants that accept your Card are required to seek authorisation from the e-money issuer for all of the Transactions that you make. There are some circumstances where Merchants may require you to have an Available Balance greater than the value of the Transaction you wish to make. You will only be charged for the actual and final value of the Transaction you make. Merchants request this as they may need to access more funds than you initially planned to spend. For example:  
4.4.1 Hotels and rental cars – As Merchants may not be able to accurately predict how much your final bill will be, they may request an authorisation for funds greater than your Available Balance.  
4.4.2 Internet Merchants – Certain Internet merchant sites will, on registration or at checkout stage, send a request for payment authorisation to verify if funds are available; this will temporarily impact your Available Balance. Also please bear in mind that many sites won't deduct payment until goods are dispatched so please be aware of these variances on cleared funds when checking your balance and ensure that funds are always available to cover your purchases. In certain circumstances we may decline requests for authorisation for security purposes.  
4.4.3 In-flight purchases – Merchants may not be able to authorise your Transaction if they cannot obtain an online authorisation from us. Examples include on-board cruise or train charges and some in-flight purchases.  
4.5 You cannot use your Card to buy fuel in the form of petrol, diesel, oil or any other primary source of power.  
4.6 You cannot use your Card for any service at any service station.  
4.7 You cannot use your Card to obtain cash, foreign currency, travellers cheques, to obtain cash back from any Merchant, to settle outstanding balances on credit cards, bank overdrafts or credit agreements, to pay for memberships or subscriptions by direct debitor for online gambling and betting transactions.  
4.8 The Available Balance on your Account will not earn any interest.  
4.9 We may request you to surrender the Card at anytime for a valid reason in accordance with the provisions at paragraph 12 of these terms and conditions.

## 5. CARD EXPIRY

5.1 The expiry date of your Card is shown on the front of the Card. You will not be able to use your Card if it has expired. No Transactions will be processed once your Card has expired.  
5.2 Provided you are still a member of the programme or campaign, and the programme or campaign has not been terminated, we will send you a new Card and transfer any remaining value onto that Card, otherwise any unused value will expire and will no longer be available to spend.

## 6. CARDHOLDER LIABILITY AND AUTHORISATIONS

6.1 We may restrict or refuse to authorise any use of your Card if using the Card is causing or could cause a breach of this Agreement or if we have reasonable grounds for suspecting that either you or a third party has committed or is about to commit a crime or other abuse in connection with the Card.  
6.2 If we need to investigate a Transaction on the Card then you must cooperate with us, the police or any other authorised body if this is required.  
6.3 You should never allow another person to use your Card.  
6.4 You will be responsible for all Transactions which you authorise by use of your signature, PIN, or CVC code.  
6.5 You agree to indemnify and hold harmless us and our distributors, partners, agents, sponsors (including without limitation the Card Issuer and the e-money issuer), and service providers and their group companies for and against the costs of any legal action taken to enforce these terms and conditions and/or any breach of these terms and conditions or fraudulent use of your Card by or authorised by you.

## 7. LOST, STOLEN OR DAMAGED CARDS

7.1 You should treat the e-money on your Card like cash in a wallet. If you lose your Card or it is stolen you may lose any e-money on it in just the same way as if you lost your wallet.  
7.2 In the event of loss, theft, fraud or any other risk of an unauthorised use of your Card, or if your Card is damaged or malfunctions, you must immediately contact Customer Services. You will be asked to provide us with your Card Number and some identifying details. You will be liable for any unauthorised Transactions that take place prior to you notifying us and these will reduce your Available Balance. If there is an Available Balance remaining on your Card, we will replace your Card and transfer the last Available Balance onto it. If we replace the Card, the Card should be delivered to your home address (fees may apply, see paragraph 9).

## 8. TRANSACTIONS MADE IN FOREIGN CURRENCIES

If you make a Transaction in a currency other than the currency loaded onto your card (a 'Foreign Currency Transaction'), the amount deducted from your Account will be converted to the original issued currency on the day we receive details of that Foreign Currency Transaction. We will use a rate set by MasterCard. Exchange rates can fluctuate and they may change between the time a Transaction is made and the time it is deducted from your Available Balance (fees may apply, see paragraph 9).

## 9. FEES

9.1 The Cards may be subject to certain fees as follows:  
Merchant transaction fee FREE  
Phone balance enquiry FREE  
Internet balance enquiry FREE  
Replacement card £10.00  
Foreign Currency Transaction fee 4%  
9.2 We will deduct any taxes or charges due from the Available Balance on your Card. If there is no Available Balance of funds on your Card, or taxes or charges exceed the balance of funds available, we shall send an invoice to you and will require you to refund us within 14 days of the invoice. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

## 10. DISPUTES

10.1 If you have a reason to believe that any of the Transactions for which your Card was used are unauthorised or has been posted to your Account in error, you may ask us to investigate the Transaction by contacting Customer Services within 13 months of the date of the relevant Transaction. We may require you to liaise with the appropriate authorities with respect to the disputed Transaction.  
10.2 We will refund any unauthorised Transaction immediately, unless we have good reason to believe (based on the evidence available to us at the time you report the unauthorised Transaction) that you have been grossly negligent in failing to comply with paragraph 3 or that you have acted fraudulently.  
10.3 In all cases the value of a disputed Transaction may later be deducted from your Account if we receive information that proves that the Transaction was genuine. In this event we will charge you a £10 administration fee.  
10.4 We reserve the right not to refund sums to you if we believe that you have not acted in accordance with this Agreement.  
10.5 Where you have agreed that another person in the European Economic Area can take a payment from your Account (e.g. if you have given your Card details to a retailer for the purpose of making a payment) you can ask us to refund a payment, which we will refund to you within 10 Business Days of our receipt of your request, if all the following conditions are satisfied:  
10.5.1. the authorisation you gave did not specify the exact amount to be paid;  
10.5.2. the amount that has been charged to your Account was more than you could reasonably have expected to pay based on the circumstances including previous spending patterns; and  
10.5.3. you make the refund request within eight weeks of the date when the payment was charged to your Account.

## 11. VARIATION

11.1 We may change the terms and conditions of this Agreement by providing you two (2) months' notice by e-mail (provided you have supplied us with an up-to-date e-mail address) and will ensure the most recent version is always available on the Website. By continuing to use the Card after such changes have taken effect you are signifying your acceptance to be bound by the amended terms and conditions.  
11.2 If any part of this Agreement is inconsistent with any regulatory requirements then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical.

## 12. TERMINATION OR SUSPENSION

12.1 We can terminate this Agreement at any time:  
12.1.1 by giving you two months' prior notice of termination; or  
12.1.2 with immediate effect if you have breached this Agreement, or if we have reason to believe that you have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes or if we can no longer process your Transactions due to the actions of third parties.  
12.2 We can suspend your Card at any time with immediate effect (and until your default has been remedied or the Agreement terminated) if you have breached this Agreement or we have reason to believe that you have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes or if we cannot process your Transactions due to the actions of third parties.  
12.3 You can terminate this Agreement at any time by contacting Customer Services and returning your Card to us. In this event, you will lose the Available Balance on your Card.  
12.4 In the event that any additional fees and/or charges are found to have been incurred on your Card following termination by either you or us, you shall refund to us any sum which relates to a transaction on the Card or fees and/or charges validly applied whether before or after termination. We shall send an invoice to you and will require you to refund us within 14 days. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

## 13. OUR LIABILITY

13.1 Our liability in connection with this Agreement (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall be subject to the following exclusions and limitations:  
13.1.1 we shall not be liable for any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds and/or failure of network services at any Merchant;  
13.1.2 we shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;  
13.1.3 where the Card is faulty due to our default, our liability shall be limited to replacement of the Card;  
13.1.4 where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount; and  
13.1.5 in all other circumstances of our default, our liability will be limited to redemption of the Available Balance.  
13.2 Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.  
13.3 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.  
13.4 The above exclusions and limitations set out in this paragraph 13 shall apply to any liability of our affiliates such as the Card Issuer, the Programme Manager, MasterCard International Incorporated or its affiliates, or other suppliers, contractors, agents or distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement.

## 14. YOUR INFORMATION

14.1 You may provide us with personal data from time to time in connection with your Card. Some personal data will be necessary for us to provide you with the Card and services under this Agreement.  
14.2 We and our affiliates are committed to maintaining your personal data in accordance with the requirements of the Data Protection Act

1998 and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure or destruction. Except as required by law, or in accordance with these terms and conditions, your personal information will not be passed to anyone without your permission. To comply with Anti-Money Laundering Regulations, we may be required to request evidence of identity from you and may use an ID verification agency or credit reference agency (whose names and addresses will be provided to you on request) both prior to and following issue of your Card for this purpose and who will record that an entry has been made.  
14.3 We may contact credit reference agencies to check your identity, and they will add details of our search to your record. You agree that we can use your personal data in connection with the Card, and the e-money associated with the Card, to contact you about replacement Cards, and to enable us to review, develop and improve our products and services. This may involve providing your personal data to our affiliates, agents, distributors, and suppliers (including the Card Issuer and the e-money issuer) and to MasterCard International Incorporated and its affiliates to process Transactions and for their statistical research and analytical purposes. We may also transfer your personal data outside of the EEA to enable you to use the Card while you are travelling, and such countries may not offer the same protections for personal data. We may also disclose your personal data as required by law, regulation or any competent authority or agency including to authorities and agencies to investigate possible fraudulent, unlawful or unauthorised activity.  
14.4 You may contact us at anytime to request us to stop such use or further disclosure to other companies for such use.  
14.5 You have a right to inspect the personal data we hold about you however we will ask you to pay an Inspection Fee of £10 to cover our costs. For further information please contact Customer Services.  
14.6 If we discover that the information we hold about you is incorrect, we may have to suspend or cancel your Card until we can establish the correct information, in order to protect us both.

## 15. COMPLAINTS PROCEDURE

15.1 Complaints regarding any element of the service provided by us can be sent in writing to Edened (UK Group) Ltd, a company registered in England and Wales with number 540144 whose registered office is at 50 Vauxhall Bridge Road, London SW1V 2RS, or by email to [CustomerServices-UK-CHR@edened.com](mailto:CustomerServices-UK-CHR@edened.com) or by calling Customer Services on +44 (0) 843 453 5490 (see section 17).  
15.2 The Financial Services Compensation Scheme is not applicable for the Card. No other compensation schemes exist to cover losses claimed in connection with the Card.

## 16. GENERAL

16.1 Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.  
16.2 If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.  
16.3 You may not assign or transfer any of your rights and/or benefits under these terms and conditions and you shall be the sole party to the contract between us. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under these terms and conditions have been paid by you in full. We may assign our rights and benefits at any time without prior written notice to you. We may subcontract any of our obligations under this Agreement.  
16.4 No third party who is not a party to this Agreement has a right to enforce any of the provisions of these terms and conditions, save that the Card Issuer, the e-money issuer, MasterCard International Incorporated and their respective affiliates may enforce any provision of this Agreement which confers a benefit or a right upon them and a person specified in paragraph 13.4 may enforce paragraph 13.  
16.5 This Agreement is governed by English law and you agree to the non-exclusive jurisdiction of the courts of England and Wales.

## 17. CONTACTING CUSTOMER SERVICES

If you need assistance, you can contact Customer Services by telephoning +44 (0) 843 453 5490 between the hours of 9.00am and 5.00pm on Monday to Friday, or by writing to Customer Services at Edened (UK Group) Ltd, Honeycomb North, Honeycomb, Chester Business Park, Chester, CH4 9QJ or by e-mailing [CustomerServices-UKCHR@edened.com](mailto:CustomerServices-UKCHR@edened.com).

A Lost and Stolen service is also available 24 hours on the Customer Services phone number.

## 18.

For the avoidance of any doubt, versions of these terms & conditions in any language other than English are provided for local information only. In the event of any dispute or misunderstanding the UK English version will take precedence. These can always be found at [www.incentiveawardcard.co.uk](http://www.incentiveawardcard.co.uk).

**Customer Services: 0843 453 5490**

**[www.edened.co.uk](http://www.edened.co.uk)**

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