

## EE HOME BROADBAND OFFER TERMS AND CONDITIONS

1. This offer is available to new customers who purchase an EE home broadband plan during the promotional period via qualifying channels.
2. Offer is available with orders made via participating websites, designated sales teams, or by invitation during promotional periods.
3. Offer is subject to availability and may be withdrawn at any time.
4. You must provide a valid email address and postal address in your application to receive this offer.
5. Eligible Home Broadband customers will receive a claim email following successful payment of the required number of Home Broadband bills (two bill payments if purchased prior to 21/11/17, otherwise one bill payment). If you have not received your reward registration email, you should contact the EE Reward Team on 0800 587 2296^.
6. Rewards must be claimed within 60 days of claim email being issued to you. Once you have completed the online claim form and your details have been received, your order will be checked to ensure your service is active. If your service is active your reward will be mailed to the address you provided. Please allow up to 30 days from your claim being received for your reward to arrive.
7. Once you've received the card, you will have 3 months from the issue to activate it online. If you fail to activate within 3 months you will no longer be eligible for the offer.
8. The amount of e-money available on this card will be dependent on the promotional period you qualified in. The reward is provided in the form of an EE Reward Card.
9. Your balance will be valid for 12 months from the date of card issue, this date is displayed on your card.
10. Fulfilment of the reward will be managed by Grass Roots Limited on behalf of EE. If the reward is not received within 30 days of claiming, then you should contact our dedicated Customer Service team on 0344 800 6435\* or email [info@cardholdersvs.com](mailto:info@cardholdersvs.com)
11. The EE Reward Card Mastercard® is issued by Blackhawk Network (UK) Ltd, an Electronic Money Institution authorised in the UK by the FCA with Firm Reference number 900023; pursuant to license from Mastercard International. Mastercard® is a registered trademark of Mastercard International Incorporated. Blackhawk Network

(UK) Ltd's company registration number is 05802971 and its registered office is at 40 Bernard Street, London, WC1N 1LE.

12. Only one card per customer Can be claimed when ordering an EE Home Broadband product for the first time. This does not affect your eligibility for any other Reward Card promotions EE may offer you.

13. This offer is entirely separate from any other rewards card offer, and will not affect your ability to claim any other reward card you may be entitled to.

<sup>^</sup> Calls to 0800 numbers are free of charge, even when calling from a mobile.

<sup>\*</sup> Calls to 03 numbers are charged at the same standard rate as 01 or 02 landline numbers, even when calling from a mobile.

## EE Reward Card Terms and Conditions

To view the full Card User Terms and Conditions for the EE Reward Card, see below.

### Card User Terms – in effect as of 05.05.2017

#### INTRODUCTION

This agreement applies to your Mastercard® card.

Your card is an e-money prepaid card. This is not a credit or debit card.

All payments on your card will be in pound sterling (£).

Your card is not connected to any bank account and you will not earn interest on the balance on your card.

Your card is issued to you for use by you only. We reserve the right to cancel your card if we find another person has used your card, with your consent.

The card is provided to you as a limited time reward. Whilst you are permitted to use this card in accordance with this agreement, the party that provided you with the card remains the legal owner of the funds loaded onto the card at any time.

By activating and/or using your card, you accept these Terms and Conditions.

You should therefore read these Terms and Conditions carefully. If there is anything you do not understand, or do not agree with, please **Contact Us**.

You can view a copy of these Terms and Conditions on the website; see the reverse of your card or the information provided with your card. Alternatively, you can request a copy by email or post, free of charge.

These Terms and Conditions stay in force until the final card issued to you expires, unless otherwise advised by us.

Throughout these Terms and Conditions, the card programme manager (Grass Roots Group Holdings Ltd.) and the e-money issuer (Blackhawk Network (UK) Ltd.) are referred to as "we", "us", "our" or "ourselves".

You agree that these Terms and Conditions and any communications between us shall be in English.

#### ACTIVATING YOUR CARD

You should activate your card immediately, using the instructions provided with the card.

If you do not activate your card within the time advised on the letter which came with your card, we will cancel your card and you will lose your rights to use the funds on the card.

You can only activate your card online. If you have any problems activating your card online, please **Contact Us**.

Once you activate your card, you can use it immediately.

## USING YOUR CARD

You can retrieve your PIN online, by text or via the IVR, at any time. You may be charged for accessing your PIN by text (see **Fees and Charges**).

You can change your PIN at any time, through any ATM that provides such a service. If we are charged by the ATM provider for changing your PIN, we reserve the right to pass this charge to your card. You should be advised of any charges for changing your PIN at an ATM. We have no control over these charges.

You can use your card at most retailers who accept Mastercard. It is, however, up to the retailer's discretion whether they accept your card in any particular instance.

If you are paying for goods and services in a different currency, the value of the transaction will be converted using the Mastercard conversion rate at the time your transaction is processed. Note that exchange rates may fluctuate and that they may change between the time when you make the transaction and the time when it is settled and billed to your card; this is outside our control. You can find current or past conversion rates on the [Mastercard website](#). When paying in a different currency, a Foreign Exchange fee may apply (see **Fees and Charges**).

There are no usage limits applied to your card.

It is your responsibility to ensure that the balance on your card is greater than or is equal to the value of the purchase you are intending to make.

To check your balance, go to the website, go to the mobile app or **Contact Us** by phone.

If you wish to use your card in store for a purchase which, including any applicable fees, is greater in value than the balance on your card, you must tell the retailer to charge only up to the available balance on your card and that you will pay the difference by other means (such as another card / cash). It is at the retailer's discretion to allow part payments.

We and the retailer will treat any transaction as genuine and made by you when:

- Your PIN was used when paying with your card in-store;
- Your card security details, only known to you, were used when paying with your card online or over the phone.

Any transaction will be noted against your balance immediately but may remain in pending status until the retailer settles the payment. During the time that a payment is pending you cannot use these funds. It is up to the retailer how long funds are kept in pending status.

Any fees (see **Fees and Charges**) will be taken from your card balance when they become payable. You will not be charged a card usage fee for domestic transactions.

You cannot stop any transactions once made. However, any transaction that is agreed by a retailer to take place on a future date (after the date you authorise the transaction) may be withdrawn. To withdraw a transaction, you need to give the retailer at least one (1) full business day notice of your intent, providing a copy of this notice to us. We may charge you the Administration Fee for this (see **Fees and Charges**).

If your available balance is not enough to cover the amount of the transaction plus any applicable fees (see **Fees and Charges**), the payment transaction will be declined; unless:

- Some retailers require you to pre-authorise a payment before the value of the final bill is known. For example, restaurants or hotels may ring-fence a balance greater than the expected final bill on your card and then settle the actual final bill later, without checking the balance available at that time again. Once the retailer has ring-fenced the expected bill balance, these funds will not be available for you to use until the final bill is settled. If the final bill is less than the expected bill, it may take up to fifteen (15) days for the difference to be added back to your card. The retailer determines the length that any ring-fenced balance is kept after the final bill is settled. If the final bill is larger than the pre-authorized amount, this may result in your card going into negative balance.
- Certain retailer websites will also send pre-authorization request to check if there are sufficient funds available on your card to cover the value of your order, even when this order is not finalised yet or when you have not proceeded to checkout. Here too the retailer may not check the available balance before settling the final payment, resulting in funds either remaining in a ring-fenced status or resulting in your card going into negative balance.

We may refuse to execute a transaction:

- If we reasonably suspect that your card is being used in an unauthorised, fraudulent, or grossly negligent manner;
- Or if we believe that an attempted or intended transaction would be unlawful.

If we refuse to authorise a transaction we will give you the reason for the refusal, if practicable (unless it would be unlawful for us to do so).

As your card is a prepaid card, if it goes into negative balance we will notify you and require you to repay the balance in the time and manner requested. We reserve the right to take all steps necessary, including legal action, to recover the outstanding funds. We may charge you an Administration Fee for each transaction completed or attempted while your card has a negative balance (see **Fees and Charges**).

We will not send you paper statements; instead your transaction history can be found on the website or on the mobile app.

## **CARD USAGE RESTRICTIONS**

Your card cannot be used obtain cashback from a retailer.

You should not use your card to pre-book services, such as hotels and car hire companies, as this may result in a negative balance on your card when the final bill is settled. We suggest that you use an alternative method of payment for pre-authorisations, and then using your card when checking out of the hotel or paying your final car hire bill. You will not be charged twice by the hotel or car hire company.

Your card cannot be used to pay at CAT terminals, pay@pump terminals, automated toll roads and bridges, or car park and train ticket machines. You will normally be able to use your card by presenting it to an attendant.

You cannot use your card to withdraw cash from an ATM, bank or building society.

Under no circumstance, your card must be used for:

- Obtaining foreign currency;
- Paying off credit card bills, credit agreements, loan agreements or any other such debt instruments;
- Subscriptions or automated periodic payments;
- Gambling and adult entertainment;
- Purchasing illegal goods or services;
- Illegal, criminal or terrorist activity.

If you use your card for any of these purposes, we reserve the right to cancel your card, and we are required to report you to the relevant authorities.

If you are under the age of eighteen (18) and we are made aware, we will apply further restrictions to the usage of your card. These restrictions will prevent you from purchasing goods or services that are prohibited for persons under the age of eighteen (18). Such restrictions will automatically be removed from your card as soon as you turn eighteen (18).

## **EXPIRY AND CANCELLATION OF YOUR CARD**

You will not be able to use your card once it has expired.

You have the right to cancel your card at any time.

Any balance available on the card at the point of cancellation or expiry cannot be redeemed by you and will be returned to the party who issued you your card.

## LOST OR STOLEN CARDS AND UNAUTHORISED OR DISPUTED TRANSACTIONS

If you report your card lost or stolen or report any transactions that are not authorised by you or which are wrongly executed, we will refund without undue delay and issue you a replacement card if required (charges may apply; see **Fees and Charges**). You will be liable for any transactions up to the time you report the loss, theft or disputed transaction, up to £50. We will deduct your liability from the value to be refunded to your card. If we however have reasonable grounds to suspect that you or someone with your consent has acted fraudulently or with gross neglect, we may withhold refunding any unauthorised or disputed transactions until a full investigation has been completed. If you notify us three (3) months or later after the date of any disputed or wrongfully executed transactions appearing on your account, we may not be able to assist you. Therefore, it is important that you **Contact Us** as soon as possible. Any erroneous deductions from / credits made to your card balance by us will be corrected no later than one (1) business day after we have become aware.

If we find that the disputed transaction was indeed authorised by you or by someone with your consent, you will be fully liable for any loss we suffer because of the use of the card. You will also be fully liable if we find that you have acted fraudulently or with gross negligence (for example by failing to keep your card and/or PIN secure or by failing to notify us without undue delay on becoming aware of the loss, theft or unauthorised use of your card). You will also be liable for any refunds you may have already received. We will also charge you the Investigation Fee for each disputed transaction that was not upheld, capped at £50 (see **Fees and Charges**). If reversing a refund, collecting all losses we suffered and applying the Investigation Fee charges would result in a negative balance on your card, we reserve the right to recover these funds by any means necessary, including legal action, if required. We may subsequently also cancel your card, see **Expiry and Cancellation of Your Card**.

Where necessary, and pursuant to the terms of this Agreement, we reserve the right to investigate any transactions at any time, and to charge you for any reasonable costs that we incur in taking action to stop you using your card, other than in accordance with this Agreement, and to recover any monies owed as a result of such activity.

You may be entitled to a refund for a pre-authorised transaction when the retailer did not specify the exact amount at the time of its authorisation, or during the four (4) weeks prior, and the amount charged by a retailer is more than you could reasonably have expected. In this case, however you are only able to claim a refund within eight (8) weeks immediately after the transaction appeared on your account. We advise you first to try to settle this with the retailer directly. If you are unable to do so, we can mediate on your behalf but will not be able to refund you until we receive a refund verification acceptable to us from the retailer.

We are not responsible for the quality, safety, legality, non-delivery or any other aspect of any goods or services purchased using your card. If you have any disputes about the goods or services purchased with your card, you should settle these with the retailer. You may ask us to mediate on your behalf, but we are not required to do so. If we do and subsequently

find that the goods or services were provided to you and/or the retailer has the right not to honour your request for a refund, we reserve the right to charge you the Investigation Fee (see **Fees and Charges**).

## OUR MUTUAL OBLIGATIONS AND LIABILITY

You must treat your card like cash. If it is lost or stolen, you may lose some or all of your money on your card, in the same way as if you lost cash in your wallet or purse. As a result, you must keep your card safe and not let anyone else use it.

You must keep your PIN secret at all times and - if possible - should not write it down. If you have to write down your PIN, keep it in a safe place and separate from your card. If you find your PIN hard to remember, you can change it at most ATMs. You should not choose a PIN that can be easily guessed, such as your telephone number or date of birth.

You must tell us immediately if:

- You know your card is lost or stolen;
- You believe that your PIN has been obtained or changed without your consent;
- You think a transaction is unauthorised (i.e. you do not recognise the transaction or the transaction was not made by you) or you think that a transaction has been incorrectly executed;
- There are any changes to your name, address, telephone numbers or e-mail address.

We will not be liable to you for any direct or indirect losses you suffer due to:

- Anything beyond our reasonable control;
- Any malfunction of your card, where this is not within our reasonable control;
- The use of your card in breach of these Terms and Conditions, including but not limited to your obligation to keep your card and PIN secure at all times;
- Any retailer refusing or being unable to accept your card;
- Any of the goods or services purchased with your card;
- Not reporting your card lost or stolen immediately;
- Not reporting any unauthorised or wrongly executed transactions immediately;
- Not keeping your personal information up to date, unless caused by us;
- Our compliance with applicable laws.

Unless otherwise agreed with us in advance, any liability we may have to you will be limited to the actual amount of any loss or damage you incur or suffer. For the avoidance of doubt:

- Where the card is faulty, due to matters under our reasonable control, our liability shall be limited to replacing your card and transferring the funds remaining to your new card;
- Where we have incorrectly deducted from or credited funds to your card account, our liability shall be limited to rectifying the incorrect deduction or credit only.



We shall not be bound to recognise the interest or claim of any person other than you in respect of the balance on your card, nor shall we be liable in any way for failing to recognise such interest or claim (except as required by law).

Unless otherwise agreed with us in advance, any liability we may have to you will be limited to the actual amount of any loss or damage you incur or suffer.

Nothing in these Terms and Conditions will limit our liability for any loss that we are expressly prevented from excluding by law.

## FEES AND CHARGES

We do not charge any fees for the delivery of your card, for activating your card and for the use of your card. All fees and charges are deducted, unless otherwise stated, from the balance on your card.

Charge	Fee
Text Service Fee	£0.05 per message, unless otherwise advised on the website.
Replacement card Fee	£10.00, unless otherwise advised by us at the time. If there is not sufficient balance on the card to charge this fee, we may not be able to issue you a replacement card; unless you wish to pay by other means. This fee does not apply when the card was found faulty outside your control.
Administration Fee	£ 2.00, unless otherwise advised by us at the time, charged: <ul style="list-style-type: none"><li>• Each time you instruct a retailer or us to voluntarily revoke a previous authorised transaction, at least one (1) full business day before the transaction was due to take place;</li><li>• When a transaction you make results in a negative balance on your card and each time thereafter that you try to use your card.</li></ul>
Investigation Fee	£20.00 for each disputed transaction that we have investigated and which was found to be authorised by you or someone with your consent. The maximum Investigation Fee that you will be charged is £50.
Copy of Personal Information	£10.00 charged for each request we receive. If there are not sufficient funds on the card to charge this fee, we will provide this information and reduce the balance on your card to zero (0); unless you wish to pay by other means. This may result in us having to cancel your card.
Foreign Exchange Charges	A charge of 2.75% will be levied on the full value of any transactions in a currency other than that in which the card is denominated.

## CHANGES TO TERMS AND CONDITIONS

We reserve the right to change any of the Terms and Conditions in this agreement (including changing existing charges or introducing new charges) by notifying you by e-mail, via the website and/or by any other reasonable means at least thirty (30) days before the change is due to take effect (unless we are required by law to amend this agreement immediately or more quickly). Any e-mail to you will be treated as being received as soon as we, using the details you have most recently provided, send it.

Past and current versions of these Terms and Conditions are available on the website. To request a copy by email or post, **Contact Us**.

You will be deemed to have accepted all of the notified change(s) unless you tell us otherwise before the change(s) take effect.

If you do not accept our change(s), we will cancel your card and thus terminate this agreement immediately. You do not have the right to redeem any available card balance (see **Expiry and Cancellation of your Card**).

## CONTACT US

You can contact us on the details provided below, which are also printed on the back of your card.

We will require you to pass our standard security checks, before we can assist you. These include, but are not limited to, verifying your 9-digit card ID (which can be found on the bottom left of your card), the answer to your security question (if available) and any other details that we may hold on you.

**Email** info@cardholdersvs.com

**Telephone** 0344 800 6435\* (or +44 20 7964 0500 if you are phoning from abroad)

Our customer service agents are available from 9AM to 6PM Monday to Friday, excluding public holidays. You can report your card lost or stolen on this number at any time.

**By Post** Card Services, PO Box 61, Tring, Hertfordshire, HP23 5QZ, United Kingdom

\* Calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs

## REGULATORS AND CUSTOMER PROTECTION

The balance loaded onto your card is classified as electronic money. This means that the electronic money issuer, Blackhawk Network (UK) Ltd, holds the funds associated with your card.

Blackhawk Network (UK) Ltd. (whose registered office is 40 Bernard Street, London, WC1N 1LE (company registration number: 05802971)) is authorised and regulated Financial Conduct Authority as an Electronic Money Institution (Registration Number 900023); under the E-Money Regulations 2011.

Grass Roots Group Holdings Ltd. (whose registered office is at Pennyroyal Court, Station Road, Tring, Hertfordshire, HP23 5QY (company registration number: 4155659)) is the entity that has requested that a card is issued to you, on behalf of the party who provided you with this card, and is responsible for providing all the services associated with your card, including but not limited to providing customer service and managing any disputed

transactions on your behalf. Blackhawk Network Inc., who also owns Blackhawk Network (UK) Ltd, ultimately owns Grass Roots Group Holdings Ltd.

We may be required to verify, or may ask to see evidence of, your identity and your address, under the regulations that we are governed by as e-money issuer. To this end, we may carry out checks on you electronically or request you to provide documentary evidence. If we ask for documentary evidence, we require at least proof of your identity and proof of your current registered address. When we perform electronic checks, personal information provided by you may be disclosed to a registered Credit Reference Agency who may keep a record of that information. A credit check is not performed and your credit rating will not be affected. If you cannot provide satisfactory evidence, we reserve the right to cancel your card and take further action if required by law.

## **GENERAL PROVISIONS**

You may not assign any or all of your rights or obligations under these Terms and Conditions but we may do so at any time on giving you two (2) months' prior notice. Your rights will not be affected and you have the right to cancel this agreement (see under **Changes to the Terms and Conditions**).

Each of the Terms included in this document are separate from all other Terms, so if one Term is found to be void or otherwise unenforceable it will not affect the validity of any of the others.

If we do not enforce any of the rights we have under this agreement, or if we delay in enforcing them, that does not prevent us from taking any action to enforce our rights in the future.

Upon termination of this agreement, the Terms and Conditions that can continue to apply will do so.

A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

The laws of England and Wales govern these Terms and Conditions. The courts of England and Wales will have exclusive jurisdiction to deal with any dispute arising in connection with these Terms and Conditions.