Terms & Conditions

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Please note, our Terms and Conditions are governed by English law and can be seen listed below.

1. Gift Experiences

Buyagift issues gift vouchers to its customers via its website. Each voucher is an opportunity to suggest an appropriate experience for the recipient of the voucher. Still, if the recipient would prefer a different experience, the voucher can also be redeemed by the recipient for a range of other activities. Whilst every effort is made to ensure the descriptions and pictures contained within the website and on gift vouchers are a true reflection of the events in respect of which the voucher may be redeemed, these do not form part of a contract. If on contacting the Operator to redeem your voucher, you feel that an activity taking place no longer accurately represents an activity shown on the Buyagift website, Buyagift will offer alternative redemption options for the

voucher or refund the purchase price. Once a specific date has been booked, you will automatically become bound by the terms and conditions that individual Operator may have. Please note that experiences are subject to change without notice. This does not affect your statutory rights.

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2. Prices

Prices are maintained daily and correct to the best of our knowledge. In the event of a pricing error, we will endeavour to inform the purchaser of the error within seven days of the product or voucher purchase / voucher redemption being made, also we will allow the recipient to either obtain a full refund against the voucher or choose to pay the additional difference in price. Order acceptance and the completion of the contract between you and us will take place on the despatch to you of the products ordered. Promotional discount codes can only be redeemed against selected Buyagift products and experiences.

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3. Availability

Buyagift sells vouchers which are valid for twelve months from the date of issue (unless otherwise stated). Each recipient is free to book their preferred date for their chosen experience. The experiences in respect of which vouchers may be redeemed are subject to availability and in some cases, subject to weather conditions on the day. To avoid disappointment, we recommend that you book the experience, in respect of which the voucher will be redeemed, well in advance and DO NOT organise travel or accommodation until the Operator has confirmed the booking. Products are subject to availability. If we are unable to supply the products, we will inform you of this as soon as possible.

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4. Booking

Please do not arrive at a venue expecting to redeem your gift voucher without first making a booking with the Operator. You must visit https://myvoucher.buyagift.co.uk/Account/MyVoucher and follow the instructions to organise your experience. Buyagift will not be held liable for any costs incurred if you do not follow the procedure set out in these Terms and Conditions and in your voucher pack.

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5. Event Duration

Details of event duration given on the website and gift voucher are to be used as a guide only. Most events will be 'open' days, meaning that other members of the public will be taking part too. 'Open day' events could mean taking your turn with other people. The information on our website and voucher is meant as an indication of what to expect at the session in respect of which your voucher is redeemed. As Buyagift vouchers can be redeemed in return for multi-location experiences, session lengths, agendas, vehicles used, numbers of participants and other factors specific to that experience may vary from location to location. Delays, curtailments and breakdowns are not within our control, so therefore we cannot be held liable.

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6. Safety

The undertaking of these activities may involve some personal risk. With some events you may be required to sign a disclaimer on the day, so please read these documents carefully. Some private insurance policies may not cover some of the experiences in respect of which our vouchers may be redeemed. Please check with the

Operator and your insurer well in advance of your day. Note that operators usually require participants to comply with specified safety procedures. Please listen and take note if they ask you to do something – it is generally for your safety.

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7. Validity & extensions

Most of our gift vouchers are valid for twelve months from the date of issue, unless otherwise stated. All vouchers should be booked before the expiry date on the voucher. A voucher will be deemed invalid if it is out of date (the expiry date is clearly stated on the voucher). If you need some extra time to book your voucher, we offer quick and easy extensions. Visit www.buyagift.co.uk/myvoucher (https://www.buyagift.co.uk/myvoucher) to extend your voucher. Vouchers can only be extended if they are still inside their expiry date.

An administration fee of £20 will be required to extend your voucher. If the activity has increased in price, you will also need to pay the difference in price and this is subject to product availability. Once a voucher has been extended it cannot be refunded.

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8. Choosing the right experience

Many of the experiences have some type of restriction applied to them; these restrictions are not decided by us but by the individual Operator. These restrictions could include age, health, physical and size restrictions. If you are unsure of the suitability of a particular event, please contact us with your query and we will advise you accordingly.

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9. Complaints

The easiest way to resolve any problems that you may experience is to speak to the Operator on the day. They will ensure that any issues are rectified. If you are still not satisfied, please <u>contact us</u> (https://help.buyagift.co.uk/) online with your name, voucher reference and a full written account of your complaint, including any supporting photographs that may help us address the matter with the Operator. Please remember that the Operator will have the opportunity to respond as well. If your complaint relates to any other matter other than the quality of an experience itself. Please contact us here (https://help.buyagift.co.uk/hc/en-us/requests/new).

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10. Cancellations

Once you book a specific date with an operator, you are bound by their Terms and Conditions regarding cancellations. Once the Operator has confirmed a date, it is not possible to change this date unless the Operator agrees to the change. Where an Operator cannot alter a date, it will not be possible to issue a refund. In the unlikely event that one of our operators needs to cancel the experience after you have booked a date, they will contact you. We strongly recommend, however, that you contact the Operator on the day before you depart for your experience. In the event of cancellation, Buyagift will not be held liable for the cost of lost insurance premiums, travel expenses, pre-booked accommodation costs or any other costs incurred.

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11. Operators & liability

When redeeming your voucher and booking an experience with an operator, you will be entering into a separate agreement with the Operator. You will be bound by their Terms and Conditions, including any restrictions applied by that Operator. Buyagift has sought to select highly experienced operators of 'once in a lifetime' experiences. However, Buyagift cannot be responsible for the safety standards or the quality or delivery of the experience, or any loss or damage suffered by you whilst participating in the experience for which the Operator shall be solely responsible. By purchasing a Buyagift voucher and booking an experience with a supplier, you acknowledge that the experience in respect of which the voucher will be redeemed is dependent on certain factors beyond the control of Buyagift. You also agree that neither Buyagift nor any operator shall be liable for the cancellation, postponement or alteration of any experience for reasons beyond its reasonable control, including weather-related reasons, mechanical failure, location changes or otherwise. We do not undertake any technical examination of equipment, facilities or services to minimise personal risk. If mechanical machinery breaks down, you should ask the Operator for reasonable substitutions without notice. The total liability of Buyagift for any claim whatsoever in connection with the Buyagift voucher or any experience in respect of which a voucher is redeemed shall be limited to the price paid for the experience voucher. We have tried to ensure that the descriptions and images used on all marketing material are accurate. However, images are intended to give a general idea of the experience described and do not form part of any contract between the purchaser and / or the recipient of the voucher and Buyagift.

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12. Spectators

Most operators will allow you to bring spectators to watch you participate in your selected experience. When redeeming your voucher and booking your date, please inform the Operator that you wish to bring other people. Some operators may request a nominal payment for spectators. Spectators are required to comply with the operators' terms, conditions and expectations of conduct. Any spectators deemed under the influence of drugs or alcohol will not be permitted on site.

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13. Fully Flexible

Buyagift vouchers are fully flexible and can be used for the whole range of experiences available. Alternative experiences can be selected by visiting https://myvoucher.buyagift.co.uk/Account/MyVoucher (https://myvoucher.buyagift.co.uk/Account/MyVoucher). If you need to extend the validity of your voucher, this can be done for a standard admin fee of £20.

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14. Delivery

For delivery information, please refer to https://www.buyagift.co.uk/delivery).

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15. Refunds

We're happy to make refunds on unused vouchers bought directly from Buyagift within 30 days of purchase. Once you or the recipient have booked an experience with the Operator, you are bound by their Terms and Conditions. Please make yourself aware of these at the time of booking. All refunds will be made to the person who purchased the voucher and they will be refunded directly via the original method of payment. All refunds are processed at month-end and take between 5 and 10 working days to show in the purchaser's account. To request a refund, please <u>contact us here (https://help.buyagift.co.uk/hc/en-us/requests/new)</u> and our team will get back to you within 5 working days.

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16. Vouchers

All vouchers ordered before the specific cut-off times on a weekday for delivery by Second Class Royal Mail will be dispatched the same working day (excluding bank holidays). You may request Next Day delivery (for delivery to the UK only) for an additional charge. We cannot be held liable for any loss suffered as a result of mail being delayed. The gift voucher is invalid if it has been tampered with or defaced. Buyagift accepts no responsibility for lost or stolen gift vouchers. Please keep the vouchers in a safe place and protect them as you would money.

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17. Discount Codes

Discount codes are issued subject to availability and can be withdrawn without notice at any time. Only one discount may be used per order and these cannot be used against extensions, delivery, gift packs or any other facility provided by Buyagift. Discounts can only be applied to internet orders on www.buyagift.co.uk. Discount codes can only be used against the initial voucher purchase. Discount codes cannot be used on www.buyagift.co.uk. Buyagift reserves the right to stop discount codes being used against specific products. Some discount codes are only available on selected lines.

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18. Competition / Charity Prizes, Print and Go Tickets

These items cannot be substituted, extended or refunded.

Social Media Competition <u>Terms and Conditions (https://www.buyagift.co.uk/terms-and-conditions-competitions)</u>.

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19. Data Protection

Your privacy is our highest priority. Your details will only be used to process orders, gather feedback and data regarding our products and services and to send you promotional material (if opted into this service). Subcontractors may also be used to fulfil tasks on our behalf, included but not limited to points referred to in this section.

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20. Privacy Policy

Our privacy policy can be found here (https://www.buyagift.co.uk/privacypolicy).

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21. Social Network Guidelines

User Conduct: You agree not to upload, post, email or otherwise transmit: (a) any User Content or other data that is false, inaccurate, unlawful, harmful, threatening, abusive, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or that otherwise degrades or intimidates an individual or group of individuals based on religion, gender, sexual orientation, race, ethnicity, age or disability; (b) any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," or any other form of solicitation; or (c) any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

Content posted by you: You acknowledge that you are responsible for all the information, data, text, software, photographs, graphics, video, messages and other materials ("User Content"), whether publicly posted or privately transmitted, which you upload, post, email or otherwise transmit via the website or social network

services. For all User Content you elect to post, you grant us the royalty-free, perpetual, irrevocable, non-exclusive and fully sub-licensable right and licence to use, reproduce, modify, adapt, publish, translate, create derivate works from, distribute, perform and display such User Content (in whole or part) worldwide and to incorporate it in other works in any form, media, or technology now known or later developed. We shall have the right (but not the obligation) in our sole discretion to refuse, move or remove any User Content that violates these Terms and Conditions or is otherwise objectionable.

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22. Klarna

In cooperation with Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden, we offer you the following payment options. Payment is to be made to Klarna:

- Pay Later 30
- · Pay in 3 instalments
- Pay Now

Further information and Klarna's user terms you can find here (https://www.klarna.com/uk/terms-and-conditions/). General information on Klarna can be found here (https://www.klarna.com/uk/terms-and-conditions/). Your personal data is handled in accordance with applicable data protection law and in accordance with the information in Klarna's privacy statement (https://www.klarna.com/international/privacy-policy/)).

Klarna's Pay in 3 / Pay in 30 days are unregulated credit agreements. Borrowing more than you can afford or paying late may negatively impact your financial status and ability to obtain credit. 18+, UK residents only. Subject to status. Late fees may apply. Ts&Cs apply.

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Experience More Limited, trading as Buyagift, is a member of the Moonpig Group.

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