

## Non-Account Gift Card Purchasing Terms

### Non-Account Gift Card Purchasing Terms and Conditions (the “Terms”)

Please read this Agreement carefully. It represents the Terms and Conditions between You and Argos Business Solutions Limited for the purchase of Gift Cards for redemption at Argos Limited and Sainsbury's Supermarkets Ltd.

#### **Background**

- (A) Sainsbury's for Business (“**SfB**”) and Argos for Business (“**AfB**”) are the trading names of Argos Business Solutions Limited, a subsidiary of the J Sainsbury plc group of companies. SfB and AfB supplies a range of Gift Cards, Goods and related employee and client incentive services to businesses across the Sainsbury's, Argos and Habitat brands
- (B) These Cash Sales Gift Card Terms and Conditions apply to the supply of both physical and digital eGift Cards for Sainsbury's and Argos and the supply of digital eGift Cards for Habitat.co.uk.
- (C) These Cash Sales Gift Card Terms and Conditions apply to clients when dealing with SfB and AfB through the SfB website, AfB Website, Sainsburys Business Direct website, Our Online Order Forms, by telephone, in person by advanced cash payment to the exclusion of all other terms.
- (D) Argos Business Solutions Limited reserves the right, at their absolute discretion, to update and/or revise these Terms and Conditions for, without limitation, regulatory or HMRC compliance purposes, or any other reason at any time and without notice.
- (E) Our new SfB website was created in June 2023 to allow us to direct all enquiries from previous website domains, such as Argosforbusiness.co.uk and Sainsburysbusinessdirect.co.uk to a single new website. You will contract with Argos Business Solutions referred to throughout these terms as AfB.

#### **1 Definitions**

In these Terms:

“**AfB Website**” means <http://argosforbusiness.co.uk>

“**UK GDPR**” means the UK GDPR as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019/419), the Data Protection Act 2018 (as amended and superseded from time to time), and all applicable data protection legislation; “

“**Gift Cards**” means any of, the Argos Gift Cards, Argos eGift Cards, Sainsbury's Gift Cards, Sainsbury's eGift Cards or Habitat.co.uk eGift Cards.

“**Intellectual Property Rights**” means patents, trademarks, service marks, trade names, goodwill, registered designs, design rights, semiconductor topography rights, database rights, copyrights and other forms of intellectual or industrial property (in each case in any part of the world, whether or not registered or registrable for their full period of registration with all extensions, renewals and revivals , and including all applications for registration or otherwise), inventions, formulae, confidential information (including know-how or secret processes), rights in computer software and any similar or equivalent rights and assets which may now or in the future subsist anywhere in the world;

“**Order**” – means Your order for Gift Cards, however the order is placed;

“**Personal Data**” has the meaning set out in the UK GDPR and relates only to personal data, or any part of such personal data, of which You are the Data Controller and that is Processed by Argos for Business in connection with the provision of the Services including the information described in clause 11 (Data Processing);

“**Products**” – means the goods available at either Argos Limited or Sainsburys Ltd or at Habitat.co.uk which are purchased with the value available on a Gift Card provided under this Agreement.

“**Sainsbury's**” – means J Sainsbury plc and the direct and indirect subsidiaries of J Sainsbury plc which includes Argos Business Solutions Limited, Argos Limited, Sainsbury's Supermarkets Ltd and their associated companies. A list is available on request from the Company Secretary, Argos Limited, 33 Holborn, London, EC1N 2HT.

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“**SBD Website**” means <https://www.sainsburysbusinessdirect.co.uk/>

“**SfB Website**” means <https://www.sainsburysforbusiness.co.uk>

“**We**”, “**Us**” or “**Our**”, “**AfB**”, “**Argos for Business**”, “**Sainsburys for Business**” or “**SfB**” means Argos Business Solutions Limited.

“**You**”, or “**Your**” means the person, company, partnership or other organisation who order Gift Cards in accordance with these Terms.

### 2 Basis of Purchase

- 2.1 To place an order with Us, You must accept these Terms and Conditions and Our Privacy Policy, available at <https://argosforbusiness.co.uk/privacy-policy/>
- 2.2 We reserve the right to accept or refuse Orders at our sole discretion. If We have reasonable grounds to believe there is a deliberate attempt to defraud Us then We may refuse Your Order and/or refuse to accept any future Orders from You. We reserve the right to refuse an Order if We have reasonable grounds to believe that Gift Cards have been loaded with large values to enable bulk purchasing of low margin products for a commercial purpose from Us.
- 2.3 We accept the following forms of payment options:
  - 2.3.1 Bank Transfer for all orders
  - 2.3.2 Credit / Debit Card for any physical Gift Card order under £2,500.
- 2.4 By placing an Order with Us, You confirm You are doing so in the course of business and have authority to bind any business on whose behalf You place an Order.
- 2.5 These Terms apply to the exclusion of any other terms You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 An Order constitutes an Offer by You to purchase Gift Cards in accordance with the Terms. Your Order shall only be deemed to be accepted on despatch of the Gift Cards by Us, at which point a contract shall come into existence.
- 2.7 Gift Cards may not be resold to a third party without prior agreement from Us.
- 2.8 If You re-sell Gift Cards without our prior written permission this Agreement and our business relationship will be terminated without notice.
- 2.9 We reserve the right to change the Terms and any changes will take effect when posted onto the SfB Website at the following address: <https://www.sainsburysforbusiness.co.uk/non-account-gift-card-purchasing-terms/>. Each Order You place with Us will signify Your acceptance of our latest Terms.

### 3 Orders and Specifications

- 3.1 You are responsible for ensuring the accuracy of the details You provide in Your Order. You must provide Us with any necessary information relating to the Order within a sufficient time to enable Us to honour Your Order in accordance with the Terms. We shall not be liable for any losses or liabilities resulting from errors or omissions in the information provided by You.
- 3.2 You may Order Gift Cards from Us for redemption at either Argos Limited or Sainsbury's Supermarkets Ltd and a Habitat.co.uk eGift Card which may be redeemed at Argos or Habitat.co.uk. It is Your responsibility to ensure You Order the Gift Cards You require. It is not possible to redeem Argos Gift Cards at Sainsbury's, or to redeem Sainsbury's Gift Cards at Argos, or to redeem Habitat.co.uk eGift Cards at Sainsbury's.
  - 3.2.1 It is possible to redeem Habitat.co.uk eGift Cards at Argos Limited.
- 3.3 Any advertising issued by Us and any descriptions of the Products contained in our brochures or Websites (<https://www.sainsburysforbusiness.co.uk>, <https://argos.co.uk>, <https://Sainsburys.co.uk> and <https://habitat.co.uk>) are issued for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the terms.
- 3.4 We reserve the right to delay the acceptance of Orders for, and/or the despatch of, any Gift Cards due to:
  - 3.4.1 the unavailability of supply of any Gift Cards; or
  - 3.4.2 the placing of an Order of a value which, if processed, would exceed the payment We have received; or
  - 3.4.3 the non-payment to Us by You in respect of any Orders.

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- 3.5 You may cancel or change a Gift Card order if we have not yet despatched the Cards or eGift Cards. However, once the order has been despatched you may not cancel or change the order.

### 4 Delivery and Liability

- 4.1 Delivery of physical Gift Cards shall be made to the address specified by You when placing Your Order.
- 4.2 Delivery of eGift Cards shall be, at your request, completed by email to the email address specified by You. This will be in the form of a password protected file. The password to open this file will be provided by text message to the mobile number You provided with Your Order.
- 4.3 We endeavour to dispatch Gift Cards within 2 (two) working days receipt of Order and full payment. Any dates quoted for delivery of Gift Cards are approximate only and We shall not be liable for any deviation on these delivery timescales unless expressly agreed by Us in writing.
- 4.4 Where Gift Cards are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Us to deliver any one or more of the instalments shall not entitle You to treat the Terms as a whole as repudiated.
- 4.5 If You (or a party nominated by You) fail to take delivery of Gift Cards, or You fail to give Us adequate delivery instructions at the time stated for delivery, then We may at Our complete discretion either:
- 4.5.1 store the Gift Cards until actual delivery and charge You for doing so; or
  - 4.5.2 sell the Gift Cards and charge You reasonable expenses for doing so.
  - 4.5.3 cancel the Gift Cards following their return to Us. You shall remain responsible for any delivery charges.
- 4.6 Any request by You for proof of delivery for physical Gift Cards must be received by Us within 2 (two) weeks from the delivery date, otherwise it shall be deemed that You have acknowledged receipt of delivery.
- 4.7 Any request by You for transmission details of eGift Cards must be received by Us within 1 (one) week from the date of Your Order.
- 4.8 You are responsible for checking the delivery. If there is a discrepancy in the number of Gift Cards ordered and the number of Gift Cards delivered as against your Order, you must notify us as soon as possible and in any event, no later than 48 hours after delivery. If we do not receive such notification, then the Gift Cards shall be deemed to have been delivered on the Delivery Date and in the correct quantity.

### 5 Risk and Property

- 5.1 Unless You collect, We shall post physical Gift Cards to You at Your expense. We shall insure at Our own expense or We will otherwise bear the risk for the loss of physical Gift Cards during delivery. Risk passes to You on delivery of the physical Gift Cards.
- 5.2 We shall transmit eGift Cards to You electronically using the method outlined in Clause 4.2. Risk passes to You on transmission by Us of the eGift Card codes.
- 5.3 When you have paid for the Gift Cards title to them will pass to You.

### 6 Returns, Loss and Unused Value

- 6.1 In exceptional circumstances, We may agree that physical Gift Cards may be returned to Us. We reserve the right to impose a handling charge. We will agree the handling charge with You before We agree to the return of physical Gift Cards.
- 6.2 We regret that once eGift Card codes are transmitted to You We are unable to accept returns or offer refunds for eGift Cards.
- 6.3 You shall be responsible for keeping the Gift Cards securely stored. In the event that Gift Cards are lost or stolen We may at Our complete discretion attempt to cancel the Gift Cards or eGift Card codes. We shall be entitled to charge You a reasonable fee for the cancellation of lost or stolen Gift Cards based upon the costs (reasonably evidenced by internal or external time or cost incurred in cancelling the codes), incurred by Us in resource terms to cancel such Gift Cards.
- 6.4 We reserve the right to withdraw or cancel any Gift Card or eGift Card at any time. AfB, Sainsburys Supermarkets Ltd and Argos Limited (which includes Habitat.co.uk) reserves the right to refuse to accept the use of a Gift Card or eGift Card if fraud is suspected.
- 6.5 Any claim by You alleging lost or stolen Gift Cards should be notified to Us within 7 (seven) days from the date of the expected delivery. You agree that You will cooperate with Us to investigate the circumstances surrounding

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missing Gift Cards. After considering all circumstances We will notify You whether replacement Gift Cards or eGift Card codes will be sent. Our decision will be final.

- 6.6 In no circumstances will We accept any liability for any loss or claim arising from any acts or omissions of Your agents, employees, sub-contractors or customers, liability for which You will fully accept.
- 6.7 We shall be entitled to, and shall retain, any and all sums contained on any Gift Cards, (the **Unused Value**) once the expiry date of the Gift Cards (if any such expiry date exists) has passed.
- 6.8 You shall encourage and ensure that the full value of the Gift Cards is used on or before the expiry date of the Gift Card by the end customer. You shall have no claim against Us or any other business within Sainsbury's or Argos Limited for any Unused Value on Your Gift Cards.
- 6.9 Gift Cards must be treated like cash, We cannot be held liable for lost, stolen or damaged Gift Cards and they will not be replaced.
- 6.10 You shall ensure that Your end customer is advised of the Terms and Conditions applicable to the consumer use of Gift Cards and eGift Cards, including the provision of replacement Gift Cards and expiry dates. These Terms can be found at [https://help.sainsburys.co.uk/help/terms-and-conditions/GiftCardTCs for Sainsbury's Gift Cards](https://help.sainsburys.co.uk/help/terms-and-conditions/GiftCardTCs%20for%20Sainsbury's%20Gift%20Cards) and <https://www.argos.co.uk/help/terms-and-conditions/> for Argos and [Habitat.co.uk Gift Cards](https://www.habitat.co.uk/help/terms-and-conditions/).

## 7 Payment and Pricing

- 7.1 Our standard payment terms are that payment for an Order must be made in advance of supply.
- 7.2 Your Order will not be despatched until full payment has been received via one of the payment options detailed in Clause 2.3.
- 7.3 Pricing will be as stated in our Agreement with you as detailed in your Order confirmation email. The prices for Goods and Services shown in Our catalogues, brochures or Website are as stated.
- 7.4 Gift Cards will be charged at face value less any discount agreed.
- 7.5 The price paid by You is the price at the time We accept the Order together with any applicable packaging and delivery charges which may apply at the time, less any agreed discount. Gift Cards and eGift Cards are a non VATable supply.
- 7.6 We reserve the right, at any time to pass on to You any increase in the price of delivery including transport and/or postage of the Gift Cards We have supplied to You, which is due to a price increase from Our delivery partners.
- 7.7 Our standard Gift Cards or eGift Cards will be provided.

## 8 Limitation of Liability

- 8.1 Neither party excludes or limits its liability under the Terms for death or personal injury caused by negligence or for any liability which cannot be excluded at law.
- 8.2 Neither party shall be liable for any loss of profits, business, revenue, anticipated profits, goodwill or reputation, economic loss, or any special, indirect or consequential loss.
- 8.3 The parties agree that the financial liability of either party to the other arising in connection with the Terms and/or the performance or non-performance of the Terms, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed £50,000 (fifty thousand pounds sterling) (other than in respect of non-payment for Gift Cards purchased which shall be limited to the amount unpaid and any interest due).
- 8.4 The parties agree that the limitation contained in clause 8.3 represents the parties' agreement based on the level of risk assumed by Us under the Terms.
- 8.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979, implied by sections 3 – 5 of the Supply of Goods and Services Act 1982, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and any terms implied by the Consumer Rights Act 2015 are, to the fullest extent permitted by law, excluded from the Terms.

## 9 Intellectual Property

- 9.1 You shall not be authorised to use any of Sainsbury's, Argos Limited's or Our Intellectual Property Rights without receiving prior consent in writing from Us to do so.

### 10 Data Processing

If we process Personal Data for You We will:

- 1.1 Ensure that Our employees are subject to legally binding obligations of confidentiality.
- 1.2 Maintain records of processing activities outlined in accordance with Article 30 of the UK GDPR.
- 1.3 Implement and maintain appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss or, destruction of, or damage, taking into account the harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Personal Data.
- 1.4 Notify You promptly if We suffer a data security breach leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.
- 1.5 Implement appropriate technical and organisational measures to ensure that processing of Personal Data carried out in connection with this Agreement meets the requirements of the UK GDPR and ensures protection of the rights of individuals under the UK GDPR.
- 1.6 Assist You in complying with the obligations set out in Articles 32 to 36 (inclusive) of the UK GDPR taking into account the nature of the data processing undertaken by Us and the information available to Us.
- 1.7 Notify You promptly in writing if any instructions of Yours relating to the processing of Personal Data are unlawful.
- 1.8 Not engage sub-processors to process Personal Data on Our behalf without your consent to such sub-processing save that We shall be entitled to appoint third parties as general suppliers of technology and services, provided that such third parties do not carry out specific processing activities on behalf of You. We will: (i) enter into a written agreement with each sub-processor imposing data protection terms that require the sub-processor to protect the Personal Data to the standard required by the UK GDPR and (ii) remain responsible for its compliance with the obligations of this Agreement and for any acts or omissions of the sub-processor that cause Us to breach any of Our data protection obligations.
- 1.9 Not transfer any Personal Data we are processing for You outside the European Economic Area, other than on an occasional and temporary basis to third parties appointed as general suppliers of technology and services to Us. We will at all times provide an adequate level of protection for the Personal Data processed, in accordance with the requirements of UK GDPR.
- 1.10 On termination or expiry of this Agreement, at Your choice securely delete or return all Personal Data to You.
- 1.11 Our liability to You in respect of any costs, expenses, losses, damages or other liabilities arising out of or in connection with the breach of this Agreement (whether by AfB or by any persons used by Us to process Personal Data shall be limited to the fees paid by You to Us in the previous 12 months.

Details of data processing

Subject matter: The subject matter of the data processing is the Services provided to You by Us

Duration: The duration of the data processing under this Agreement is until the termination of the Agreement.

Purpose: The purpose of the data processing is the provision of the Services to You and the performance of Our obligations under the Agreement.

Categories of data subjects: Your customer's

### 11 Types of Personal Data: Names, Notice, General Law etc.

- 11.1 We reserve the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of Our rights or obligations under the Terms or any related contract to any third party (including a member of Sainsbury's).
- 11.2 We will not be liable or responsible for any failure to perform, or delay in performance of any of Our obligations caused by events outside Our reasonable control (Force Majeure Event).
- 11.3 No delay or failure by Us to exercise any powers, rights or remedies under the terms will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. For any waiver to be effective it must be in writing and signed by an authorised representative of Us.

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- 11.4 If any provision of the Terms are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Terms and the remainder of the provisions in question shall not be affected thereby.
- 11.5 The Terms shall be governed by the laws of England and any dispute between Us and You will be resolved exclusively in the courts of England.
- 11.6 You will not, without prior agreement in writing from Us, disclose the content of the Terms or the business practices of either party.
- 11.7 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Us shall be subject to correction without any liability on the part of Us.
- 11.8 These Terms constitute the entire agreement between the parties and supersede any previous agreement or understanding, course of dealing or trade custom. All other terms and conditions whether such terms are supplied by You or otherwise, whether express or implied by statute, are excluded to the fullest extent permitted by law.
- 11.9 You may not assign or sub-contract any of Your rights or obligation under the Terms to any third party unless agreed upon in writing by Us.
- 11.10 The Terms do not create or confer any rights or benefits enforceable by any person that is not a party (within the meaning of the Contracts (Rights of Third Parties) Act 1999) except (a) Sainsbury's or Argos Limited shall have the right to enforce any rights or benefits under the Terms; (b) Sainsbury's or Argos Limited shall have the right to enforce and take the benefit of the rights or benefits of any limitation or exclusion or limitation of liability in the Terms; (c) a person who is a permitted successor or assignee of the rights or benefits of the Terms may enforce such rights or benefits; (d) no consent from the persons referred to in this clause 11.10 is required for the parties to vary or rescind the Terms (whether or not in any way that varies or extinguishes rights or benefits in favour of such third parties).
- 11.11 You shall at all times comply with all applicable laws, regulation and codes relating to anti-bribery, anti-corruption and modern slavery including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015.

Date: October 2023

Argos Business Solutions Limited, 33 Holborn, London, EC1N 2HT. Registration No. 03234511.