TERMS & CONDITIONS OF SALE FOR CHRISTMAS 2015

1. Prepayment Protection: Park Retail Ltd ("Park") (Company No. 402152) has entered into a Declaration of Trust with Park Prepayments Trustee Company Ltd (Company No. 6283710) to improve the security of any prepayments made by you to your Agent or to us in respect of your order(s). A copy of the Declaration of Trust (with Deed of Amendment) is on our website or can be obtained from us, free of charge, on request. Any prepayments made by you to your Agent shall, for the purpose of receiving and holding such prepayments only, be received and held by your Agent as agent for Park.

2. In these terms and conditions "we/our" means Park Christmas Savings Club Ltd (Company No. 1003190), Family Christmas Savings Club Ltd (Company No. 5715888) and/or Country Christmas Savings Club Ltd (Company No. 1511434), acting as agents for Park. Park Christmas Savings Club Ltd, Family Christmas Savings Club Ltd, Country Christmas Savings Club Ltd and Park are all wholly owned subsidiaries of Park Group plc (Company No. 1711939), members of the Park Group of Companies ("Park Group") and registered in England with the registered office and principal place of business for each company being at Valley Road, Birkenhead CH41 7ED. Please address any complaints to Customer Care, Park Retail Ltd at the above address.

3. In these terms and conditions, "Agent" means any person ordering for themselves **and** their customer(s) and "Direct" means any person ordering for themselves. Park reserves the right to request from or to obtain electronically in respect of any Agent (or their customers) or Direct such proof of identification, including age, as Park may reasonably require.

4. Prices: All prices shown in the 2015 Christmas savings catalogue ("the Catalogue") are inclusive of delivery costs to Agents/Directs and any applicable UK VAT and duties.
Should there be any changes in taxation (including duties) which affect the price of our goods, we reserve the right to adjust such price accordingly. The prices in the Catalogue are not to be interpreted as an offer.

5. Placing an Order: If you have placed an order through an Agent, once we have received and accepted your order, we will send your Agent confirmation of this and a personalised payment card for you to record the payments you make to your Agent. Please check we have correctly printed your name, address, postcode and order details. **All orders are subject to availability.** The goods ordered by any new Agent or Direct must have been paid for in full for not less than 45 days before they can be despatched. **The payment card should be retained by you at all times. Please ensure you obtain this card and get a signature from your Agent for each payment you make.** If you have placed your order with us direct, acceptance of your order will be sent to you. . You may cancel your order within 14 calendar days from the date we issue our order confirmation to you.

If you are a Direct customer we will automatically renew your order for vouchers and gift cards next year. We will notify you of the renewal details. If you want to cancel that order you can inform us by logging onto your online Account at www.getpark.co.uk or by calling the Careline Team on 03457 678933.

6. Restrictions on orders: Hampers and packs containing alcoholic drinks may only be ordered by customers over 18 years of age. Knives may only be ordered by customers over 18 years of age. Appropriate identification will be required with any such order.

7. Payments: You must make your first payment with your order and then make regular payments to your Agent (where applicable), or to us if ordering direct. Your Agent or, if none, you should send all payments to us, for the total price of the goods ordered, as shown in the Catalogue. All payments must be received by us by 1st November 2015. Any payments received by us after that date may cause deliveries to be delayed. We reserve the right to cancel any order where the first payment is not made with the order or within 30 days of us processing the order, or if the total price is not received by us by 1st November 2015 and cancellation charges will apply. We also reserve the right to convert any non-voucher order into an order for Love2shop vouchers if your payments are not up to date as at 2nd October 2015. Payments placed with a UK bank, authorised and regulated by the Financial Conduct Authority, are protected by the Financial Services Compensation Scheme. Should that bank fail you authorise:

- us to disclose your personal details (such as your name, address and payments) to the Financial Services Compensation Scheme; and
- us to receive any sum to which you are entitled from the Financial Services Compensation Scheme and thereafter apply such sum towards the fulfilment of your order.

8. Acceptance for payment:
Highest Priority: 1. Love2shop gift cards and vouchers, **2.** Meat hampers and options, **3.** Other hampers, **4.** All other items, including jewellery and retailer vouchers.
Lowest Priority: No part of any payment shall be accepted as being made against any item in any category until all items in the same customer order in a category with a higher priority have been paid in full.

9. We reserve the right to charge a 2% surcharge on any payment made to us by credit card to cover extra administration costs.

10. Order alterations (excluding the cancellation of all goods ordered) can be accepted up to and including 1st September 2015, for no extra charge.

11. Cancellation Charges: The cancellation of all goods ordered by you shall result in the following charges:

a. A cancellation charge equal to 5% (or £20, whichever is greater) of the order value will be charged in respect of order cancellations received by us, up to and including 1st September 2015.

b. A cancellation charge equal to 10% (or £20, whichever is greater) of the order value will be charged in respect of order cancellations received by us after 1st September 2015.

12. Weekly payments shown in the catalogue are over 45 weeks. Your own weekly payments may vary from this, depending on when you start to save. In all cases, the total price listed in the Catalogue must be received by us.

13. Credits on Account for Agents and Directs: If, at the end of each savings scheme, there is a credit on your Account, this will be carried forward into the next year's scheme or you can request a refund. There will be a £5 administration fee levied for a refund.

14. **Commission to Agents/Directs** Commission amounts under £5 can only be used against your final payment for your 2015 order or be carried forward and used against your 2016 order.

15. It is your responsibility to keep us updated of your contact details, including any name, address and telephone number changes. This will not affect any legal rights which you may have in relation to credits on your Account or commission due.

16. Delivery: Subject to paragraph 7, items will be delivered in good time for Christmas. However, most vouchers and a limited number of other goods can be released early, if requested, provided your account is paid in full. Your Agent or, if none, you should contact our Careline Team for full details of which goods can be released early. Delivery of all other goods will be detailed in the delivery advice letter your Agent or, if none, you will receive from us during October 2015. All items must have been **paid for in full.**

17. Goods will be delivered to Agents/Directs, unless stated otherwise in the Catalogue. Direct delivery to customers of Agents is available on some items (excluding vouchers). However, a charge of £4.00 per item may apply. Our Careline Team can advise you on goods available to be delivered direct to customers of Agents. Voucher and gift cards will be delivered free of charge by Park's chosen carrier. Park reserves the right to make changes to the carrier used. If you wish to have your vouchers/gift cards delivered by an alternative to Park's chosen carrier, a delivery charge may apply.

18. Please let your Agent or our Careline Team know as soon as possible if you change your address prior to delivery.

19. All fresh hampers will be delivered, in insulated packaging to Agents/Directs in **- the UK mainland only.** (The UK mainland excludes the Scottish Islands (for example Shetland, Orkneys, Lewis), Isle of Wight, Isle of Man and the Channel Islands).

20. Please ensure that all frozen goods are transferred to a freezer immediately upon delivery. Frozen hampers will be delivered in insulated packaging.

21. All items should be received in a satisfactory condition. Some items may be covered by an appropriate manufacturer's guarantee. In the unlikely event that any item malfunctions during use, please ask your Agent to contact or, if none, you should contact our Careline Team.

22. Every effort will be made to supply the exact item ordered (including any bonus gifts contained in hampers). However, if it is necessary to supply a substitute item, we will choose an item of equal or greater value. If you are not satisfied with the

substitute item, we will bear the cost of its return. If a suitable alternative is not available, Love2shop vouchers to the value of the item will be offered to you instead.

23. Returns: You may not return any items which are not suitable for return due to health protection or hygiene reasons, if they became unsealed after delivery. For example, fragrances. Also, you may not return sealed audio, sealed video or sealed computer software if the goods became unsealed after delivery. For example I-pads, Laptops or DVD's. Except for those items highlighted in the Catalogue and the ones listed above, all other items ordered can be returned in accordance with this paragraph. Please note that all returns **must** be made within 14 days from the day after the delivery date. Your Agent or, if none, you must first call our Careline Team to gain authorisation for the return of an item. All items authorised for return must, unless otherwise agreed, be sent back in a good condition in their original packaging to Returns Dept, Valley Road, Birkenhead, CH41 7ED by 31st January 2016 to ensure your claim is processed.

24. All gift cards and vouchers supplied by us are sold subject to the terms and conditions printed on or referred to on such cards or vouchers and/or in the Catalogue or relevant websites.

25. Privacy Policy: By placing an order with us and/or giving data to us you confirm that you understand and agree that the information you provide will be held on a Park Group database and that it will be shared by all companies within the Park Group. A full list of those companies is available by writing to the Data Controller, Park Group Plc, Valley Road, Birkenhead, CH41 7ED. Park Group plc shall be the data controller for the purposes of the Data Protection Act 1998. The information you provide will be used by us and any necessary third parties to provide you with the goods and services you request. Companies within the Park Group may wish to contact you for customer care purposes or to keep you informed about the latest offers, promotions, prize draws, and competitions, using post, telephone, e-mail, SMS and any other appropriate means, including new technology. (Except where you have chosen to opt out of being contacted).

26. If you wish to be contacted via email or SMS, please provide us with your e-mail address and/or your mobile telephone number as appropriate. If you do not wish to be contacted by any member of the Park Group for marketing purposes, please either call our Careline Team or write to: Customer Care, Valley Road, Birkenhead. CH41 7ED.

27. Company liability: Our liability to you for each item is limited to the total price to be paid for such item, except liability is not excluded or limited for personal injury caused by our negligence. **We are not liable for the fraudulent acts of Agents.**

28. All rights are reserved. The conditions above do not affect your statutory rights according to English law. Any contracts entered into will be governed by English law and subject to the jurisdiction of the English courts. You agree that we may amend these terms and conditions from time to time by placing a revised copy on our website.

29. Copyright: All rights including copyright in this website are either owned by or licensed to Park. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is

prohibited without the permission of Park. You may not modify, distribute or re-post anything on this website for any purpose.

30. Privacy policy: We utilise the latest in Secure Server Technology to ensure that all personal and transactional information is protected to the highest standards. Our representatives may hold your data so that your details and/or order can be processed and/or account maintained.

31. Cookies - what is a cookie? A cookie is a small amount of data, which often includes an anonymous unique identifier, that is sent to your browser from a website's computer and stored on your computer's hard drive. Each website can send its own cookie to your browser if your browser's preferences allow it, but (to protect your privacy) your browser only permits a website to access the cookies it has already sent to you, not the cookies sent to you by other sites. Many sites do this whenever a user visits their website in order to track online traffic flows.

32. Cookies record information about your online preferences. Users have the opportunity to set their computers to accept all cookies, to notify them when a cookie is issued or not to receive cookies at any time. The last of these, of course, means that certain personalised services cannot then be provided to that user and accordingly you may not be able to take full advantage of all of the features on our site. If you wish to turn off our cookies, please type "Cookie" in the index of the "help" facility in your browser, but please note that turning off cookies may limit your use of our website. If you have set your computer to reject cookies you can still browse our site anonymously until such time as you wish to register for our services. For further information on cookies please visit www.aboutcookies.org or www.cookiecentral.com

33. Our website makes use of cookies. Visitors to our websites are sent anonymous cookies to keep track of their browsing patterns and build up a demographic profile. We also use cookies to make it easier for you to use and complete certain facilities on the site (such as the "My Account" section). Any visitor to one of those facilities will be sent a "session" cookie (which lasts only for your visit) that enables you to use the facility. You do not need to allow your browser to accept cookies in order to browse much of our websites or to access many of our services. Most browsers allow you to turn off the cookie function. Computer viruses are not passed through the use of cookies.

34. Security is a priority for us and we realise it is a major issue for people purchasing on the Internet. We understand that you need to know that a website is legitimate that transactions are secure before you buy. When you place an order with us or access your account information online, this is done through a secure server which encrypts all of the information you input before it is sent to us using a secure socket layer ("SSL"). Also you have the added protection provided by Barclay's ePDQ Internet Payment Service.

35. None of our employees or our suppliers ever get to view your confidential card details when entered online. SSL is the industry standard security technology used by Microsoft, Netscape, and leading internet commerce companies - it is one of the most advanced security measures available.

36. By using our online service, you accept any security risks and will not hold us responsible for any breach of security, unless you can prove that this is due to our

negligence or willful default. We are not responsible for Agents or their actions except as authorised by us in writing.

37. Accuracy of content: Whilst Park has taken every care in the preparation of the content of this website, it shall not be liable to any person for any loss or damage which may arise from the use of any such content.

38. Damage to your computer: Park makes every effort to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website and screen out anything that may damage it. Park shall not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

39. Password/account security: You are responsible for maintaining the confidentiality of your password and account and any activities that occur under your account. Park shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account.

40. Other legal notices: There may be legal notices on other areas of this website which relate to your use of this website, all of which will, together with these terms & conditions, govern your use of this website.

41. Changes to legal notices: We reserve the right to change these terms & conditions from time to time and you should check them regularly for any changes.

42. Use of this website from outside the UK: Unless otherwise specified, the materials on this website are directed solely at those who access this website from the United Kingdom mainland. Park makes no representation that any goods and/or services referred to in the materials on this website are appropriate for use, or available, in other locations. Those who choose to access this site from other locations are responsible for compliance with local laws if and to the extent local laws are applicable.

43. Registration: When registering on our website you warrant that all personal information you are required to give is true, accurate and complete and you will notify us of any changes to your Agent or our Careline Team as soon as possible.

44. Law, jurisdiction and language: This website, any content contained herein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English Law. The parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England. All contracts are concluded in English.

45. Park Customer Care can be contacted at (a) postal address: Customer Care, Park Christmas Savings, Valley Road, Birkenhead, Wirral, CH41 7ED (b) Careline Team : 03457 678 933.