

## TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF TJX GIFT CARDS BY B2B CUSTOMERS AT

[www.tkmaxxforbusiness.com](http://www.tkmaxxforbusiness.com) or [www.homesenseforbusiness.com](http://www.homesenseforbusiness.com)

### 1. INFORMATION ABOUT THESE TERMS

- 1.1 If you purchase Gift Cards on this website (the **Site**) you will be purchasing the Gift Cards from TJX UK (**TJX or us**) but your order will be processed, managed and fulfilled by our representative, NGC Corp Group Europe Ltd, (*ngcEurope*) (the **Representative**).
- 1.2 By purchasing Gift Cards on the Site, you accept these terms and conditions (**Terms**).
- 1.3 TJX reserves the right to amend these Terms from time to time. Amendments will take effect when posted on the Site. If you purchase Gift Cards after any amendment to these Terms, you agree to be bound by the amended version of these Terms.

### 2. SUPPLY OF GIFT CARDS

- 2.1 TJX supplies TK Maxx and/or HomeSense branded, open value, reloadable (with a maximum loaded value of £999) gift cards (the **Gift Cards**).
- 2.2 Your order constitutes an offer to purchase Gift Cards from TJX and TJX reserves the right to reject your order. If TJX accepts your order, a confirmation page will be displayed on your screen at the end of the ordering process. Our Representative will also send you an e-mail confirmation of order.
- 2.3 Delivery options and costs will be set out during the ordering process.
- 2.4 Following payment during the ordering process, our Representative shall despatch the Gift Cards, together with a delivery note, to your billing address or, if acceptable to TJX, to such other address as is specified during the ordering process, with delivery within five working days of the date of your order. Any fulfilment issues must be resolved with our Representative, who you can contact by e-mail to [sales@tkmaxxforbusiness.com](mailto:sales@tkmaxxforbusiness.com) or [sales@homesenseforbusiness.com](mailto:sales@homesenseforbusiness.com) or by calling +44 (0)1344 988661.
- 2.5 Risk and title to the Gift Cards shall pass to you on despatch of the relevant Gift Cards. TJX shall not accept any liability for lost, stolen or damaged Gift Cards once possession of the Gift Cards has passed to the carrier.
- 2.6 The Gift Cards will either be activated (i.e. loaded with the requisite cash value and ready to use) or un-activated, depending on the size of the order. If the Gift Cards are un-activated, you will need to arrange activation on receipt of delivery by sending an e-mail to [sales@tkmaxxforbusiness.com](mailto:sales@tkmaxxforbusiness.com) or [sales@homesenseforbusiness.com](mailto:sales@homesenseforbusiness.com) or by calling +44 (0)1344 988661. Any activation of Gift Cards sought after 12pm on a working day will be deemed not received until the following working day. You agree that any losses arising as a result of the transmission of inaccurate or fraudulent activation requests shall be your responsibility (unless and to the extent that such error or fraud arises as a result of the negligent or fraudulent acts or omissions of TJX or the Representative).
- 2.7 You acknowledge that the Gift Cards will only allow redemption at TK Maxx or HomeSense stores in the UK. Accordingly, you undertake (i) not to sell, distribute or award the Gift Cards to any entity or person that is not domiciled and/or operationally based in the UK, and (ii) to ensure that such third party only sells, distributes or awards the Gift Cards in the UK.
- 2.8 You acknowledge and agree that (i) all Gift Cards purchased by you shall be non-refundable by TJX save that TJX may, at its sole discretion and as a gesture of goodwill, grant refunds where it deems it appropriate, and (ii) TJX shall not issue a refund to any end-user attempting to return a Gift Card in a TK Maxx or HomeSense store.
- 2.9 You acknowledge that use by the end-user of a Gift Card will be subject to the expiry date specified on the relevant Gift Card and to our Gift Card Terms and Conditions, as set out at [www.tkmaxx.com](http://www.tkmaxx.com) (with an abbreviated version on the reverse of the Gift Card and on the Gift Card carrier).
- 2.10 You will at all times be responsible for compliance with all of these Terms by any B2B purchaser or transferee of the Cards from you or any subsequent B2B purchaser or transferee.

### 3. FEES

- 3.1 In consideration of the supply of Gift Cards, you shall pay to our Representative the price and delivery cost displayed on the Site during the ordering process. In the event of any pricing error, TJX shall not be obliged provide the Gift Cards to you at the incorrect (lower) price even after the confirmation page has been displayed and the confirmation e-mail sent to you. Price, delivery cost and availability information is subject to change by TJX without notice.

- 3.2 Payment can be made by any method specified in the ordering process. Our Representative will deduct your payment from your card at the time it processes your credit/debit card transaction.
- 3.3 If you have a purchasing code, you may apply it to your purchase during the ordering process. You shall maintain in strict confidence the value of such purchasing code.
- 3.4 The Gift Cards are face value retailer vouchers for the purposes of Schedule 10A Value Added Tax Act 1994. TJX will, if appropriate, provide you with an appropriate VAT invoice issued in accordance with the face value provisions set out in Schedule 10A Value Added Tax Act 1994.

#### **4. COMPLIANCE**

- 4.1 You warrant that: (i) you shall comply with all laws applicable to you (and your website, if any) in connection with your acquisition and disposal of the Gift Cards including, without limitation, the Distance Selling Regulations and/or the Financial Distance Selling Regulations (to the extent applicable) or any equivalent local legislation, and all applicable anti-bribery and anti-corruption laws, including the U.K. Bribery Act, the U.S. Foreign Corrupt Practices Act, the Canadian Corruption of Foreign Public Officials Act, the Irish Prevention of Corruption Acts 1889 – 2010 and all other similar applicable laws; (ii) you shall obtain and maintain all licenses, permits and approvals which are necessary or advisable in connection with your acquisition or disposal of the Gift Cards; and (iii) you will not sell the Gift Cards to any organisation that may bring TJX or its related companies' brands into disrepute, including but not limited to any organisation whose brand is immediately associated with pornography, tobacco industries or racist/hate politics. You will not sell the Gift Cards to any political party without obtaining TJX's prior consent. You will procure that each B2B purchaser or transferee of Gift Cards shall comply with the warranties and undertaking in this paragraph 4.1.
- 4.2 If you use the Gift Cards or allow the Gift Cards to be used fraudulently, in a manner that does not comply with these Terms, for illegal purposes, or if you allow the Gift Card details to be compromised due to negligence, or if you fail to comply with any obligation under these Terms, you shall indemnify and keep indemnified TJX and its associated companies from any and all losses suffered by TJX and its associated companies (whether foreseeable or not and including all special, indirect or consequential, or economic losses) as a result thereof.
- 4.3 Whilst TJX endeavours to ensure all information on this Site is correct, the content of the Site is provided "as is" without any representation or warranty of any kind. Accordingly, TJX accepts no liability for any statement, inaccuracy or omission on the Site.
- 4.4 TJX accepts no liability for any claims loss or damages of any kind resulting from your use of the Site or for any viruses that may infect your computer equipment or other property as a result of your access to or use of the Site. All such liability is excluded to the fullest extent permitted by law.
- 4.5 Subject to paragraph 4.6: (i) TJX shall not be liable to you for any special, indirect or consequential, or economic losses incurred by you in any way, or for any losses that were not foreseeable; (ii) TJX shall not be liable to you for any losses that are caused by events outside of TJX's control; (iii) TJX's total liability for all claims arising out of or in connection with the purchase of any Gift Cards shall be limited to the value loaded on the relevant Gift Cards at the time of activation.
- 4.6 Nothing in these Terms shall operate to exclude or limit TJX's liability for fraud or fraudulent misrepresentation, or for any other liability which may not be excluded or limited by law.
- 4.7 You shall not submit any **personal data** (as defined in the Data Protection Act 1998) to TJX or the Company in connection with your purchase of any Gift Cards or these Terms.

#### **5. TRADEMARKS AND INTELLECTUAL PROPERTY**

- 5.1 Trademarks, service marks and logos displayed on this Site belong to TJX. Nothing contained on this Site should be construed as granting any licence to use any trademark, service mark or logo displayed on this Site without the express permission of TJX. If you wish to obtain permission, please contact our representative by calling +44 (0)1344 988661.

#### **6. GENERAL**

- 6.1 You shall not make any public statement in connection with your purchase of Gift Cards or the matters contemplated by these Terms without obtaining our prior consent.
- 6.2 The relationship between us and you is non-exclusive.
- 6.3 English law shall apply to the establishment of the relationship between TJX and you prior to your purchasing any batch of Gift Cards. These Terms and any contract between TJX and you in relation to the purchase of

any batch of Gift Cards shall be governed by English law. Any disputes between TJX and you regarding these Terms, any contract between us or the Gift Cards shall be dealt with by the English courts.