

IMPORTANT - PLEASE READ:

The following Agreement describes the terms and conditions that apply to the pre-paid account of your Wildwood Card. These Terms and Conditions apply to the use of your Wildwood Card and govern the relationship between Took Us A Long Time Limited ("TUALT", "we" or "us") and you. Use of your Wildwood Card will constitute acceptance of these Terms and Conditions. You must therefore read them carefully. **Please print a copy of these Terms and Conditions for your records. If you have any questions, please contact our Customer Services team at info@wildwoodrestaurants.co.uk**

1) THE WILDWOOD CARD

The Wildwood Card is an electronic money product. When you credit value to your Wildwood Card you will be purchasing electronic money from Took Us A Long Time Limited, whose registered address is **32 Charlotte Street, London, W1T 2NQ**

2) OBTAINING YOUR WILDWOOD CARD

You can obtain a Wildwood Card by emailing info@wildwoodrestaurants.co.uk Your Wildwood Card is issued by, and remains the property of, Took Us A Long Time Limited. We do not authorise anyone else to sell or distribute Wildwood Cards - you can only obtain Wildwood Cards from Wildwood outlets.

3) USING YOUR WILDWOOD CARD

You can use your Wildwood Card at any participating Wildwood outlet. It is not a credit card, charge card or debit card. Before you can use your Wildwood Card you will need to credit it with funds. Your Wildwood Card will be activated when you first credit it with a minimum of £10.

You can credit and top-up stored value on your Wildwood Card by cash or credit card at any participating Wildwood outlet. The minimum value you can credit your Wildwood Card with each time is £10; the maximum amount is £100. The maximum credit value you can store on your Wildwood Card at any time is £500.

You can check the balance on your Wildwood Card at any time in any participating Wildwood outlet. We will keep a record of previous credits and transactions to ensure that this balance is correct at all times. You will not be sent statements of itemised transactions from your Wildwood Card account. You should keep your receipts and check your online statement to ensure that your account balance is correct.

Your Wildwood Card is intended for your personal use and, as such, you are not entitled to sell, distribute or otherwise make any commercial use of your Wildwood Card (including in relation

to any promotional commercial activity).

For the avoidance of doubt, this shall not prevent you from giving a Wildwood Card as a gift, provided that such gifting is not part of or connected to any commercial activity (including any promotional commercial activity).

4) EXPIRY

Your Wildwood Card does not have an expiry date. However, if you do not use your Wildwood Card for a period of one year or more, your Wildwood Card will cease to be valid and any remaining credit value stored on it will expire. Checking the balance on your Wildwood Card will not constitute use of the Wildwood Card for these purposes. Expired value cannot be transferred to a new card or redeemed. You will not be able to use your Wildwood Card once it has ceased to be valid.

5) CANCELLATION AND REDEMPTION

You have the right to cancel your Wildwood Card at any time by returning it to Wildwood Customer Services at the address above. You are also entitled to redeem at any time any unexpired and unused stored value on your Wildwood Card provided: (i) the balance on your Wildwood Card is at least £10; (ii) we have no reason to suspect that you are engaged in fraudulent or other criminal activities; and (iii) we are not prohibited from redeeming that stored value by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority.

In the event that you are gifted your Wildwood Card by Wildwood or any third party who is authorised to sell or distribute Wildwood Cards (including, without limitation, in each instance through any competition or promotion) you shall not be entitled to redeem and pre-loaded value on such Wildwood Card.

If you wish to cancel your Wildwood Card and/or obtain a redemption of any value stored on your Wildwood Card, you must contact Wildwood Customer Services at info@wildwoodrestaurants.co.uk. You cannot obtain a redemption of any value stored on your card at Wildwood outlets.

An administrative redemption fee of £2.50 will be applied each time that you redeem value stored on your Wildwood Card, and you will be reminded of this when you contact Wildwood Customer Services to request cancellation of the card. This fee is charged in respect of the administrative costs of processing your redemption payment. No redemption fee will be applied if you ask us to redeem the value stored on your Wildwood Card within 14 days of the first time that you credit it with funds.

Any redemption payment amount will be paid to you by cheque to your home address as registered against the card.

To enable us to comply with our legal obligations, we may need to carry out checks to verify your identity before processing a redemption request and we reserve the right to refuse to process any redemption request if you fail to assist with that verification process.

6) LOSS, THEFT, DAMAGE

You should treat your Wildwood Card like cash in a wallet. If you lose your Wildwood Card or if it is stolen you may lose any value which is stored on it in the same way as if you lost your wallet.

In the event of loss, theft, fraud or other unauthorised use of your Wildwood Card, or if your Wildwood Card is damaged or malfunctions, we may, at our sole discretion, replace your Wildwood Card and transfer any credit value stored on it to a replacement card. Non-exhaustive circumstances in which we may determine, in our sole discretion, that we will not replace your Wildwood Card include those where we reasonably believe that the notified incident has been caused by your wilful breach of these Terms and Conditions or if there are reasonable grounds for suspecting that you are or have been engaged in fraudulent or other unlawful conduct. Alternatively, we may, at our sole discretion, procure a redemption payment in respect of any outstanding value stored on your Wildwood Card.

If we agree to replace your Wildwood Card, a replacement card will be delivered to your home address as registered against the card, usually within 5 days of you first notifying Wildwood Customer Services of the incident. If we decide to redeem any outstanding balance to you the redemption payment amount will be paid to you by cheque, to your home address, but the redemption fee will not be charged.

Replacement cards will be posted to your registered home address only. We reserve the right to charge a replacement card fee for each replacement card in the event that you are issued with more than two replacement cards within any 6 month period.

If you subsequently find or retrieve a Wildwood Card which you have reported lost or stolen, you must notify Wildwood Customer Services immediately.

8) DATA PROTECTION AND PRIVACY

If you top up your Wildwood Card on the Wildwood website you will be asked to provide certain personal information, including your name, date of birth, address, contact details and your credit card details. We are committed to maintaining the security of your personal information

in accordance with the requirements of the Data Protection Act and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure or destruction.

The Wildwood Privacy Policy will apply whenever you provide us with personal information, and is incorporated by reference into these Terms and Conditions.

Except as required by law, or in accordance with these Terms and Conditions and the Wildwood Privacy Policy, your personal information will not be passed to any other persons without your permission.

9) LIABILITY OF TOOK US A LONG TIME LIMITED

Neither Took Us A Long Time Limited nor any member of its corporate group shall be held liable for any default resulting directly or indirectly from any cause beyond our control, including but not limited to, failure of network services and failure of data processing systems. To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

Wildwood will not be liable to you for:

- any loss of income, business, goodwill or profits arising out of this agreement;
- any unauthorised access to or alteration, theft or destruction of your Wildwood Card;
- the consequences of any delay or mistake relating to the use of your Wildwood Card caused by any circumstances beyond our control;
- any loss or damage which was not caused by our breach of this agreement or breach of our legal duty of care;
- any loss or damage which was not a reasonably foreseeable result
- of either our breach of this agreement or breach of our legal duty of care.
- Loss or damage is "reasonably foreseeable" if, at the time we entered into this agreement, such loss was contemplated by you and by us; or
- any loss or damage suffered by you as a result of you failing to take reasonable precautions against such loss or damage.

This agreement does not affect your statutory rights and must be read subject to those rights. If you require more information on your statutory rights you should contact your local authority Trading Standards Department or Citizens Advice Bureau.

Wildwood does not represent or warrant that your Wildwood Card will always be accessible or accepted at participating Wildwood stores.

The Financial Ombudsman Compensation Service is not applicable to your Wildwood Card.

Wildwood does not offer any other compensation schemes to cover losses claimed in connection

with your Wildwood Card.

10) VARIATION AND ASSIGNMENT

We reserve the right to amend or waive any provision of these Terms and Conditions from time to time and at any time, or to terminate the Wildwood Card program on reasonable notice. The Terms and Conditions applicable to the use of a Wildwood Card shall at any time be the terms and conditions published on the Wildwood website (www.wildwoodrestaurants.co.uk) and your continued use of a Wildwood Card shall constitute your acceptance of such terms and conditions. We will also e-mail you to let you know about changes to these Terms and Conditions.

We may assign the benefit of these Terms and Conditions to any other company in the same group of companies as Wildwood. If we assign the benefit of these Terms and Conditions, your rights will not be affected.

11) ENTIRE AGREEMENT; CONSTRUCTION

This agreement (as amended from time to time) constitutes the entire agreement between you and Wildwood and supersedes all prior proposals and all other agreements in respect of the subject matter of this agreement. If any provision of this agreement is illegal or unenforceable, that provision will be deleted from this agreement, and the remaining terms will not be affected. Headings are for convenience of reference only and will in no way affect interpretation of this agreement.

12) GOVERNING LAW

These Terms and Conditions are governed by English law.

PLEASE PRINT THESE TERMS AND CONDITIONS FOR YOUR RECORDS