



## **Terms and Conditions**

The following Terms and Conditions are applicable to the use of your Mooboo Gift Card:

### **(A) Use of Mooboo Gift Card.**

- (a) The Mooboo Gift Card is valid for ONE year from the date of issue at the Mooboo Store specified on the card only.
- (b) The maximum value of £4.90 per applicable drink, any extra cost is to be paid by you to the server by cash only.
- (c) All non-beverage products are not included.
- (d) Only drinks as specified on the card are included. These include Milk Tea drinks, Fresh Brews drinks, Fruit Tea and Fruit Fusion drinks, Mooboo Oolong, Mooboo Classic and Mooboo Jasmine.
- (e) Not valid in conjunction with any other promotion or offer.
- (f) The Mooboo Gift Card is not for any resale usage, nor is it applied in conjunction with any other promotions.
- (g) Redeemable subject to drinks availability.
- (h) Cards are non-refundable once purchased.
- (i) By purchasing the Mooboo Gift Card, you and any subsequent user of the Mooboo Gift Card agree to be bound by these Terms and Conditions, as updated from time to time by Mooboo.

**(B) Changes to these Terms and Conditions.** We may amend the provisions of these Terms and Conditions at any time for security, legal, regulatory or valid business reasons. We will post the provisions of the modified Terms and Conditions on our website at <https://www.mooboo.co/>. Subject to the remainder of this clause, any change, addition or deletion will become effective at the time we post the revised Terms and Conditions to our website or at our stores or as otherwise stated in our notice to you. Unless we state otherwise, the change, addition or deletion will apply to your existing and any future Mooboo Gift Card. The amended Terms and Conditions will apply to your Gift Card if: (1) you do not notify us to the contrary within twenty one (21) days of the date of our notice (or such other reasonable period of time as specified in our notice to you), or (2) you use your Mooboo Gift Card after such twenty one (21) day notice period.

**(C) Cancellation of Mooboo Gift Card.** We may suspend or terminate the use of your Mooboo Gift Card at any time by giving you reasonable prior notice. We need not, however, give you notice where we have serious grounds for considering that immediate termination is required (e.g. if we reasonably suspect fraudulent or unauthorised use of the Mooboo Gift Card). If we terminate the use of your Mooboo Gift Card in circumstances where you are not in breach of these Terms and Conditions, we will issue store credits equal to the balance held in your Mooboo Gift Card at the applicable store.

**(D) Disclaimers and Limits of Liability.** Mooboo will not be liable to you for:

- (a) any loss of income, business, goodwill or profits arising out of the use of your Mooboo Gift Card;

- (b) any unauthorised access to or alteration, theft, or destruction of your Mooboo Gift Card;
- (c) any loss or damage which was not caused by our breach of these Terms and Conditions or breach of our legal duty of care;
- (d) any loss or damage which was not a reasonably foreseeable result of either our breach of these Terms and Conditions or breach of our legal duty of care. For the purposes of this sub-section (d), loss or damage is "reasonably foreseeable" if, at the time we agreed to these Terms and Conditions, such loss was contemplated by you and by us; or
- (e) any loss or damage suffered by you as a result of you failing to take reasonable precautions against such loss or damage.

These Terms and Conditions do 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.

- (E) Assignment.** We may transfer all or part of these Terms and Conditions without such transfer being considered a change to these Terms and Conditions, by giving notice to you. The company or other entity to whom we transfer these Terms and Conditions will have the same rights and obligations as we did before the transfer and we will ensure that it agrees in writing to be bound by these Terms and Conditions so that your rights under these Terms and Conditions are not detrimentally affected.
- (F) Entire Agreement and Construction.** All correspondence relating to these Terms and Conditions and the Mooboo Gift Card will be in the English language. These Terms and Conditions are the complete and exclusive statement of the agreement between you and Mooboo and supersedes all prior proposals and all other agreements in respect of the subject matter of these Terms and Conditions. If any provision of these Terms and Conditions is illegal or unenforceable, that provision will be deleted from these Terms and Conditions, and the remaining terms will not be affected. Headings are for the convenience of reference only and will in no way affect the interpretation of these Terms and Conditions.
- (G) Enquiries, Questions or Complaints.** If you have any enquiries, questions or complaints regarding your Mooboo Gift Card or these Terms and Conditions, please contact our Customer Service Team. In relation to any complaints, we will conduct an investigation and communicate the results and correct any errors that we verify as soon as we finish the investigation. If no error was found, we will communicate an explanation.
- (H) Governing Law.** These Terms and Conditions are governed by the laws of England and Wales.

Last modified: 12/01/2024