

## AMERICAN EXPRESS® MALL GIFT CARD FOR PREIT MALL CARDHOLDER AGREEMENT

These terms and conditions govern your use of the American Express® Mall Gift Card for PREIT Malls (“Terms and Conditions”). By purchasing, signing or using this American Express Mall Gift Card (“Card”), you are agreeing to the Terms and Conditions. The term “PREIT” refers to PREIT Corporation and their subsidiaries and affiliates, which operate PREIT Shopping Centers in the United States. The terms “you” and “your” refer to the person who purchased the Card and/or the person who is using the Card. The terms “we” “our” and “us” refer to American Express Travel Related Services Company, Inc. and its licensees, including American Express Prepaid Card Management Company, LLC (“AEPCMC”), the issuer of the Card.

### ABOUT YOUR GIFT CARD

The Card is a prepaid payment device with a dollar value that is selected by the purchaser at the time of purchase. You can find out your balance by visiting [www.preit.com](http://www.preit.com) or calling toll free within the United States 1-800-297-6008 (“Customer Service Number”). This Card can be used at shops and restaurants that accept the American Express Card which are managed by PREIT and located in shopping centers within the United States, Puerto Rico and the U.S. Virgin Islands. It is not for use outside shopping centers managed by PREIT or for online or mail order purchases. The Card is not a credit, charge or debit card. Except where required by law, the Card is not redeemable for cash.

### HOW TO USE YOUR GIFT CARD

#### Before Using the Gift Card:

1. Sign the back of the Card where indicated.
2. Write down the Card number and Customer Service Number on a separate piece of paper; if the Card is lost or stolen, you will need this information to replace the Card.

If the Card requires activation, we reserve the right to delay activation and use of the Card for up to four (4) hours after purchase.

**Available Funds:** The value of the funds available on the Card at any given time is your “Available Funds.” Available Funds on the Card do not expire. As you use the Card, the Available Funds will be reduced by the full amount of each purchase, including taxes and any fees. Once the Available Funds are depleted, the Card is no longer valid and you agree not to use the Card.

**Track Your Balance:** Keep track of the Available Funds on your Card. You may obtain information about the Available Funds on your Card at any time by visiting the customer service desk at any PREIT shopping center, visiting [www.preit.com](http://www.preit.com) or calling the Customer Service Number. Your Available Funds balance will reflect all authorization requests that have been submitted by Merchants.

**“Valid Thru” Date:** Available Funds do not expire. The “valid thru” date indicated on the Card is required to process transactions at Merchants that request a plastic expiration date. Although

Available Funds do not expire after the “valid thru” date, you must not use the Card after the “valid thru” date. If Available Funds remain on the Card after the “valid thru” date, go to a PREIT shopping center customer service desk to obtain a free replacement Card or for instructions on how to redeem the Available Funds.

**Lost or Stolen Cards:** If your Card is lost or stolen contact us immediately at the Customer Service Number. You must provide the Card number and other identifying details to replace a lost or stolen Card. If there are Available Funds remaining on the Card, you may obtain a replacement card at a PREIT shopping center customer service desk in the amount of Available Funds on your lost/stolen Card at the time you notified us that it was lost/stolen. American Express retains the right to ask that a receipt be provided in order to issue any refund, exchange or replacement. **NO REFUNDS WILL BE PROVIDED FOR AMOUNTS DEBITED FROM YOUR LOST/STOLEN CARD BEFORE YOU NOTIFY US.** We reserve the right to decline to issue a replacement Card for lost or stolen Cards.

**Using the Card at Merchants:** Present the Card to the Merchant at the time of payment and sign the receipt. Retain the receipt as a record of the transaction. You agree to use the Card only for lawful purposes. You authorize us to deduct the full amount of each purchase including taxes and any other fees from the Available Funds whenever your Card is used to make a purchase. The Card is not transferable. You acknowledge that purchases made with the Card, are similar to those made with cash or travelers cheques. You cannot “stop payment” or lodge a “billing dispute” on such transactions. Any problems or disputes you may have regarding a purchase should be addressed directly with the Merchant. If you have a question about a transaction that has been posted to your Card, notify us immediately by calling the Customer Service Number, but no later than sixty (60) days from the date of the transaction.

**For Purchases Greater Than Amount on the Card:** You may be able to use the Available Funds on your Card for a portion of the purchase price that exceed your Available Funds. Depending on the Merchant's policy, it may be possible to use another form of payment for the balance of the final purchase price. This is known as a “Split Tender Transaction”. To perform such a transaction:

1. Ask the Merchant if they can accept another form of payment in addition to the Card;
2. Make sure you know the amount of Available Funds on your Card and communicate that to the clerk at the beginning of your purchase;
3. If the Card is declined, remind the clerk to authorize only the Available Funds on the Card; and
4. Be prepared to provide a second form of payment to cover the balance of your purchase.

Some retailers, particularly department stores, will only allow a Split Tender Transaction if the second form of payment is cash or check. We do not guarantee that the Merchant will accept two forms of payment, such as 2 gift cards.

**Preauthorization Requests for Certain Purchases:** Some Merchants (such as restaurants and salons) will obtain an authorization on the Card for an amount up to 20% more than the total bill to cover any gratuity that may be added. Gas stations will also secure an authorization on the Card for an estimated purchase amount to ensure that adequate funds are available to cover the final purchase. Although only the actual amount you authorize will ultimately be deducted from the value of the Card, the entire amount of the authorization will remain unavailable until the actual transaction posts (typically within 3 business days).

**Returning Merchandise:** If you wish to return any merchandise purchased with the Card, you will be subject to the Merchant's return policies. If the Merchant agrees to issue a credit to the Card, such funds may not be available for 3 to 7 days.

## **OTHER IMPORTANT NOTICES**

**No Warranties:** Neither PREIT nor we are not responsible or liable to you (i) for any interruption of Card service, (ii) for the quality, safety, legality, or any other aspect of any goods or services purchased from any Merchant with your Card, (iii) if any Merchant refuses to honor the Card or special offers and/or (iv) for any other problems you may have with any Merchant. If you have a dispute with a Merchant, you agree to settle the dispute directly with the Merchant. If a Merchant fails to honor the Card, please call the Customer Service Number to report the incident.

**Changing these Terms and Conditions:** We may change the terms of, or add new terms to, these Terms and Conditions at any time, with or without notice, subject to applicable law. In addition, we may suspend, cancel, add, modify or delete any feature offered in connection with your Card, with or without notice, subject to applicable law. Any notice given by us shall be deemed given when deposited in the United States mail, postage prepaid, addressed to you at the latest address shown on our records or posted on our web site. The most up-to-date Terms and Conditions may always be found at [www.americanexpress.com/gift](http://www.americanexpress.com/gift).

**Assignment and Waiver:** We may assign these Terms and Conditions to a third party at any time without notice to you. However, if we assign these Terms and Conditions, the terms will remain substantially and materially the same unless you are notified. If we reimburse you for a refund claim you have made for a lost or stolen Card, or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction made with the Card, you are automatically deemed to assign and transfer to us any rights and claims, excluding tort claims, that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to your Card. You agree that you will not pursue any claim against, or reimbursement from, such third party for the amount that we paid or credited to your Card, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited. Neither our failure to exercise any of our rights under these Terms and Conditions, nor our delay in enforcing or exercising any of our rights, shall constitute a waiver of such rights. If we waive any right under these Terms and Conditions on one occasion, such waiver shall not operate as a waiver as to any other occasion.

**Data Protection and Privacy:** During any Customer Service call, we may request that you provide the card security code printed on the front of your Card, as well as additional identification information such as your home phone number, date of birth, and zip code. We will use this data for a range of purposes, including but not limited to facilitating refunds if the Card is lost or stolen, enhancing usage at Merchants that may require zip code authorization, and aiding in collection efforts in the event of a "shortage. We may obtain personal information ("Cardholder Information") about you, including information (i) provided to us by the Card purchaser, such as your name and/or your address, (ii) provided by you at the time of activation or during customer service calls, and (iii) about purchases made with the Card, such as the date, the amount and the place of purchase. For purposes of fraud prevention and regulatory compliance, we may also obtain information from providers of identity verification data and demographic information. Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. We

also maintain physical, electronic, and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

**Disclosure:** We will use Cardholder Information to process Card transactions, to provide customer service, to process claims for lost or stolen Cards and to help protect against fraud. We also use Cardholder Information for marketing purposes and to conduct research and analysis and we may disclose Cardholder Information for the same purposes to companies that work with us. For example, we may provide certain Cardholder Information to companies, including our affiliated companies, that perform business operations or services, including marketing services, on our behalf. We may provide certain Cardholder Information to others outside of American Express as permitted by law, such as to government entities or other third parties in response to subpoenas.

**Offers / Choice:** We may develop marketing programs and send you offers for products and services. We do not share customer addresses with other companies for them to market their own products and services. If you prefer not to receive offers, you may opt out by calling us in the United States toll free at 1-800-722-8614. If you opt out from receiving these offers, we may still send important information about the Card or other American Express products and services to you.

**Telephone Monitoring/Recording:** From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

## **ARBITRATION**

**Agreement to Arbitrate Disputes:** This Arbitration Provision sets forth the circumstances and procedures under which Claims (defined below) that arise between you and us may be settled through binding arbitration. This means that neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim. Other rights that you would have in court also may not be available or may be limited in arbitration, including your right to appeal. Nothing in this provision precludes you from filing and pursuing your individual Claim in a small claims court in your state or municipality, so long as that Claim is pending only in that court.

**Definitions:** As used in this Arbitration Provision, the term "Claim" shall mean and include any claim, dispute or controversy of every kind and nature, whether based in law or equity, between you and us arising from or relating to the Card or these Terms and Conditions, as well as any related or prior agreement that you may have had with us or the relationships resulting from any of the above agreements ("Agreements"), including the validity, enforceability or scope of this Arbitration Provision or the Agreements. "Claim" also includes claims by or against any third party using or providing any product, service or benefit in connection with the Card (including, but not limited to, third parties who accept the Card, third parties who use, provide or participate in programs accessed with the Card, enrollment services and rewards programs, debt collectors and all of their agents, employees, directors and representatives) if and only if, such third party is named as a co-party with you or us (or files a Claim with or against you or us) in connection with a Claim asserted by you or us against the other. As used in this Arbitration Provision, "you" and "us" also includes any corporate parent, or wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, any purchaser of any accounts, all agents, employees, directors and representatives of any of the foregoing, and any third party using or providing any product, service or benefit in connection with the Card.

**Initiation of Arbitration Proceeding/Selection of Administrator:** Upon election by you or us, any Claim shall be determined by arbitration administered by either the National Arbitration Forum (“NAF”) or the American Arbitration Association (“AAA”) in accordance with this Arbitration Provision and the code of procedures (the “Code”) of either the NAF or AAA that is in effect at the time of the arbitration, except to the extent the Code conflicts with this Arbitration Provision or the Terms and Conditions. If you object to our arbitration administrator selection, you may, within 30 days of receipt of notice of our election, select the other organization. For a copy of the procedures, to file a Claim or for other information, contact: (1) NAF, P.O. Box 50191, Minneapolis, MN 55404, [www.arbitration-forum.com](http://www.arbitration-forum.com); or (2) AAA, 335 Madison Ave, New York, NY 10017, [www.adr.org](http://www.adr.org).

**Class Action Waiver and Other Restrictions:** Arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator’s authority to resolve and make written awards is limited to Claims between you and us alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these Terms and Conditions (including the “Continuation” provision below), and without waiving either party’s right of appeal, if any portion of this “Class Action Waiver and Other Restrictions” provision is deemed invalid or unenforceable, then the entire Arbitration Provision (other than this sentence) shall not apply.

**Arbitration Procedures:** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (“FAA”), and the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law. Federal or state rules of civil procedure or evidence shall not apply. Written requests to expand the scope of discovery rest within the arbitrator’s sole discretion and shall be determined pursuant to the applicable Code. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the written arbitral award may be entered in any court having jurisdiction. Subject to the right of appeal under the FAA, the arbitrator’s written decision will be final and binding unless you or we take an appeal from the award by making a dated, written request to the arbitration organization within 30 days from the date of entry of the written arbitral award. A three-arbitrator panel administered by the same arbitration organization shall consider anew any aspect of the award objected to by the appellant, conduct an arbitration pursuant to its Code and issue its decision within 120 days of the date of the appellant’s written notice. The panel’s majority vote decision shall be final and binding.

**Location of Arbitration/Payment of Fees:** The arbitration shall take place in the federal judicial district of your residence. Irrespective of who prevails in arbitration, you will only be responsible for paying your share, if any, of the arbitration fees required by the applicable Code, which amount shall not exceed the filing fees you would have incurred if the Claim had been brought in the appropriate state or federal court closest to your residence. We will pay the remainder of any arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees. Waivers also may be available from the NAF or AAA.

**Continuation:** This Arbitration Provision shall survive termination of your Card, as well as voluntary payment in full of any Shortages, any debt collection proceeding by or between you and us, and any bankruptcy by you or us. If any portion of this Arbitration Provision, except the “Class Action Waiver and Other Restrictions” provision above, is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Arbitration Provision, these Terms and Conditions or any predecessor agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

## **APPLICABLE LAW**

These Terms and Conditions and your Card, and all questions about their legality, enforceability and interpretation, are governed by the laws of the State of New York, USA (without regard to internal principles of conflicts of law).

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