

**WATERMARQUE BUILDING PRIVILEGE CARD (the “Privilege Card”)
TERMS AND CONDITIONS**

1. The Watermarque Building Privilege Card scheme (the “Privilege Card Scheme”) commences on ● [2010]. These terms and conditions govern the Privilege Card Scheme for its duration and sets out the agreement between McGarrell Reilly Group (of First Floor, Block E, Iveagh Court, Harcourt Road, Dublin 2) and the Cardholder (as hereinafter defined).
2. Privilege Cards shall remain the property of McGarrell Reilly Group at all times. McGarrell Reilly Group reserves the right to decline, decline to issue, issue, cancel or withdraw all or any of the Privilege Cards at any time.
3. Use of the Privilege Card is personal to, and can only be used by, the person to whom the Privilege Card has been issued to by McGarrell Reilly Group (the “Cardholder”). Neither the Privilege Card nor the use of the Privilege Card is transferable. Use of the Privilege Card by the Cardholder is conditional on the Cardholder (i) having been issued with a Privilege Card by McGarrell Reilly Group and (ii) being a tenant of, or being employed by a tenant of, “The Watermarque Building”.
4. The Cardholder’s entitlement to use the Privilege Card shall immediately end upon the Cardholder, ceasing to be, or ceasing to be employed by, a tenant of “The Watermarque Building”, and in such event the Cardholder shall immediately return the Privilege Card to: McGarrell Reilly Group, First Floor, Block E, Iveagh Court, Harcourt Road, Dublin 2.
5. In order to avail of the privileges associated with the use of the Privilege Card from time to time, the Cardholder must present the Privilege Card when making a purchase and/or the Cardholder must state the intention to use the Privilege Card when making booking (as the case may be).
6. McGarrell Reilly Group reserves the right at any time and from time to time at its sole and absolute discretion to vary, withdraw, cancel or amend these terms and conditions. If a Cardholder uses the Privilege Card following any change in these terms and conditions the Cardholder will be deemed to have accepted the change.
7. McGarrell Reilly Group reserves the right, without having to give any reason to the Cardholder, or any other person, to (i) revoke and/or cancel the Privilege Card held by the Cardholder, at any time, and/or (ii) refuse to replace any lost, damaged or stolen Privilege Card, and McGarrell Reilly Group will not be liable for any resulting loss or damage.
8. Should McGarrell Reilly Group decide in its absolute discretion to replace a lost, damaged or stolen Privilege Card, the Cardholder may be charged an administrative fee at the discretion of McGarrell Reilly Group.
9. McGarrell Reilly Group shall not be liable to the Cardholder, or to any other party for any loss or damage, howsoever occurring in respect of the use of the Privilege Card.
10. By participating in the Privilege Card Scheme the Cardholder consents to McGarrell Reilly Group retaining the Cardholder’s information, including details of purchases. All such data shall be processed and filed by McGarrell Reilly Group only for the purpose of managing the Privilege Card Scheme.
11. By participating in the Privilege Card Scheme the Cardholder acknowledges that retailers / businesses participating in the Privilege Card Scheme from time to time have the right at any time not to accept the Privilege Card or to otherwise limit the use of the Privilege Card if they believe that the use is unauthorized, fraudulent or otherwise unlawful.
12. By participating in the Privilege Card Scheme the Cardholder acknowledges that the retailers / businesses participating in the Privilege Card Scheme from time to time have the right at any

- time to cancel, alter and/or change the nature of the privileges they offer in respect of the Privilege Card.
13. McGarrell Reilly Group does not accept responsibility for, and shall not be liable in respect of, any claims, losses, demands, damages, expenses or liability of any kind whatsoever arising or suffered from or in connection with any transaction or dealing between a retailer / business participating in the Privilege Card Scheme from time to time and the Cardholder.
 14. McGarrell Reilly Group will not be liable and/or responsible for any matter arising out of or resulting from the use of the Privilege Card, including arising out of misuse of the Privilege Card.
 15. A Privilege Card is only valid for use for so long as its specific colour and design is being displayed on the “Watermarque Building Privilege Card” page of the Watermarque website (www.watermarque.ie) (the “Webpage”). If the colour and design of the Privilege Card held by a Cardholder is not identical to that of the Privilege Card displayed on the Webpage then the Privilege Card held by that Cardholder is no longer valid for use. To deface a Privilege Card in any way will render it void / invalid.
 16. By participating in the Privilege Card Scheme, the Cardholder agrees that he/she/it will be bound by the terms imposed by third parties providing services as part of the Privilege Card Scheme. McGarrell Reilly Group does not accept responsibility for the acts and/or omissions of third parties including but without prejudice to the generality of this statement, any cancellation of privileges or closures of businesses/facilities participating in the Privilege Card Scheme from time to time.
 17. In using the Privilege Card, the Cardholder is deemed to have accepted these terms and conditions.
 18. These terms and conditions shall (i) prevail over any other information provided in relation to the Privilege Card Scheme and (ii) be subject to the laws of Ireland.