

Groupon Voucher Terms of Sale - Ireland

1. General Information

1.1 These Terms of Sale apply to every Voucher you purchase from Groupon acting in the name and on behalf of the Merchant.

1.2 Groupon means Groupon-Citydeal (Ireland) Limited, a company registered in Ireland and with its registered office at WeWork Central Plaza, 36 Dame Street, Dublin D02 EF64, Ireland. Groupon's registration number is 487815 and its VAT number is IE9764597H.

1.3 Voucher means an instrument, in either physical or electronic form, which entitles the holder of such Voucher (the "Voucher Holder") to receive the Merchant Offering from the Merchant during the period of time stated on the Voucher (the "Redemption Period").

1.4 The Merchant Offering shall mean the goods and/or services to be supplied and/or provided by the Merchant to the Voucher Holder, as specified on Groupon's Site and on the Voucher.

1.5 The Merchant is a third party unrelated to Groupon that sells, supplies and/or provides the Merchant Offering and authorises Groupon to issue, sell and transfer the Voucher in the name and on behalf of the Merchant. The contract for the supply and purchase of the Merchant Offering will be between you and the Merchant you redeem the Voucher with and Groupon will conclude the contract on behalf of, and as agent for, the Merchant in all cases. Groupon does not sell, supply and/or provide the Merchant Offering. It only issues, sells and transfers the Voucher to you in the name and on behalf of the Merchant.

1.6 These Terms of Sale were last updated on 13.02.2019. Groupon, as agent of the Merchant, reserves the right to unilaterally amend these Terms of Sale at any time. All amendments to these Terms of Sale will be posted on-line. You will be bound only to the version of the Terms of Sale you agreed to at the time you purchase a Voucher.

2. Purchase of a Voucher

2.1 You must be at least 18 years old to purchase a Voucher. Before you can make a purchase you need to register and create an account with Groupon International Limited.

2.2 By clicking on the "Buy Now" button you submit an offer to Groupon, acting in the name and on behalf of the Merchant, to buy the Voucher. However, the purchase of the Voucher is not complete until you receive an email from Groupon, acting in the name and on behalf of the Merchant, confirming acceptance of your offer. Groupon expressly reserves the right to reject your offer. In addition, even if Groupon has accepted your offer, it can cancel the contract at any time if it reasonably suspects that you have committed or that you may be committing any fraud against Groupon, an affiliated third party of Groupon or the Merchant.

3. Redemption of a Voucher

3.1 Unless expressly stated otherwise:

- (a) the Voucher can only be redeemed once;
- (b) the Voucher can only be redeemed with the Merchant and not with Groupon;
- (c) the Voucher is valid for one person only; and
- (d) you must follow the redemption instructions associated with the Voucher when you redeem the Voucher with the Merchant.

3.2 In order to redeem a Voucher you must present it to the Merchant within the Redemption Period. If you do not redeem the Voucher within the Redemption Period, the Voucher expires automatically and cannot be redeemed anymore.

3.3 In the event that a Merchant Offering on the Groupon Site is a “Direct Checkout” deal, Groupon will collect your shipping details at the time of purchase. Groupon will then pass these details to the Merchant. The Merchant will then process the redemption of your Voucher and dispatch the Merchant Offering to you.

3.4 Unless expressly stated otherwise, the Voucher does not entitle the Voucher Holder to receive the Merchant Offering at a specific time. You are strongly recommended to contact the Merchant at an early stage. Doing so will give you the best chance of securing your preferred time for the supply and/or provision of the Merchant Offering. Groupon cannot influence the timing of supply and/or provision of the Merchant Offering.

3.5 If you redeem the Voucher for goods and/or services other than the Merchant Offering, you will not be entitled to a credit, cash refund or new Voucher for the difference between the value of the Merchant Offering and the actual value of the goods and/or services supplied and/or provided by the Merchant to you.

3.6 Vouchers are redeemable in their entirety only. If, for whatever reason, you redeem the Voucher with a Merchant for less than the original (un-discounted) value of the Merchant Offering, you are not entitled to a credit, cash refund or new Voucher for the difference between the original (un-discounted) value and the redeemed value.

3.7 On behalf of the Merchant, Groupon may collect booking fees or other costs associated with the purchase and/or redemption of a Voucher. All such fees or costs (if any) will be communicated to you before you purchase the Voucher.

3.8 In the event that a Merchant cannot supply and/or provide the Merchant Offering as described for unforeseen reasons, Groupon will notify you on behalf of the Merchant as soon as possible by email.

4. Use of a Voucher

4.1 Any purchase of a Voucher is for your non-commercial, personal use only (although you may give the Voucher to someone else for their non-commercial, personal use). The commercial trade of a Voucher is prohibited. The reproduction of a Voucher is prohibited.

4.2 Your Voucher is solely your responsibility. Neither Groupon nor the Merchant are responsible for lost or stolen Vouchers or for retrieving Voucher reference numbers or Voucher security codes.

4.3 You promise not to provide false data including false names, addresses and/or contact or payment details; or engage in any unlawful activity in connection with the purchase or use of a Voucher, or allow anyone else to do so.

4.4 The reproduction of a Voucher is prohibited.

5. Cancellation (and exceptions), Refunds and Problems

5.1 You have a statutory right to cancel your purchase of the Voucher within 14 calendar days after the day you receive the confirmation email (the “Voucher Cancellation Period”). However, if you redeem your Voucher during the Voucher Cancellation Period, you expressly request Groupon, acting in the name and on behalf of the Merchant, to begin providing the services to you, and you acknowledge that you lose your right to cancel the purchase of the Voucher. Once your Voucher is redeemed Groupon, in the name and on behalf of the Merchant, has completed the issuance, sale and transfer of the Voucher to you in full. Please note that, for the avoidance of doubt, this section also applies to all “Direct Checkout” deals.

5.2 If you want to cancel your purchase of a Voucher you can do so in any of the following ways:

5.2.1 by filling out and submitting the cancellation form online [here](#); or

5.2.2 by contacting us at <http://www.groupon.ie/contact>;

5.3 If you cancel your purchase of the Voucher in accordance with this section 5, Groupon, acting on behalf of the Merchant, will refund you for all payments made as part of your purchase within 14 calendar days from the day on which you informed Groupon about your cancellation.

5.4 If you redeem your Voucher, but the Merchant has not properly provided you with the Merchant Offering, or if you have a complaint regarding the provision of the Merchant Offering, you must take action against the Merchant directly. This is because the Merchant, and not Groupon, is responsible for the supply and/or provision of the Merchant Offering. Groupon only sells and supplies the Voucher acting in the name and on behalf of the Merchant. However, if you and the Merchant cannot agree on how to resolve the complaint, Groupon, acting in the name and on behalf of the Merchant, may, upon your request, try to help resolve the issue.

5.5 Unless you expressly inform Groupon in advance not to, any refund in cash will be refunded to you via your original method of payment. If your original method of payment has been cancelled, expired or has otherwise changed, you must inform the customer support team immediately at <http://www.groupon.ie/contact>. If you fail to do this and you are refunded to your original method of payment, you may need to coordinate with your bank or your payment services provider to obtain your refund. Groupon will not provide more than one refund.

5.6 You have 30 days from the date you receive the refund to reject it. If you do not reject the refund during these 30 days, the refund shall be in full and final settlement of any and all claims you may have against Groupon (as the Merchant's agent) related to, arising out of, or connected to that Voucher.

6. Responsibility for the Merchant Offering

6.1 Please note that the Merchant, and not Groupon, is:

6.1.1 the seller, supplier and/or provider of the Merchant Offering;

6.1.2 the party who enters into a contract with the Voucher Holder when the Voucher is redeemed; and

6.1.3 solely responsible for providing the Voucher Holder with the Merchant Offering and for the Merchant Offering itself.

7. Groupon's Standards of Services and Liability

7.1 Groupon as the Merchant's agent promises that:

7.1.1 it will exercise reasonable care and skill in performing its obligations under these Terms of Sale;

7.1.2 the Vouchers are of satisfactory quality and fit for their purpose; and

7.1.3 it shall not contravene the requirements of fairness or professional diligence in what it does.

7.2 Groupon is always liable for: (a) death and personal injury caused by Groupon's negligence; (b) fraud or fraudulent misrepresentation made by itself; or (c) any implied contractual terms that cannot be excluded or limited under applicable law.

7.3 Other than as set out in section 7.2 above, Groupon is not liable for any other losses or damages you may suffer, including any indirect or consequential losses.

7.4 Groupon does not promise the completeness, fitness for purpose or legality of the Merchant Offering. Groupon is not liable for the quality, safety, usability or any other aspect of the Merchant Offering.

7.5 Groupon is not liable for any breach of an obligation under these Terms of Sale where it is unable to carry out its obligations by any cause outside of its reasonable control.

7.6 Other than the liability arising under section 7.2, which is unlimited, Groupon's total liability to you will in no circumstances exceed the amount of 200% the purchase price of the Voucher.

7.7 In certain countries applicable law does not allow some or all of the exclusions and/or limitations set out in this section 7. If these laws apply to you, some or all of the above exclusions and/or limitations may not apply to you and you may have additional rights.

8. Groupon's Site

Groupon's Site (the "Site") means the Internet website, mobile applications, electronic communications or services, or any location at which you can purchase a Merchant's Voucher from Groupon. You can find more information about the terms of use of the Site, which are expressly incorporated into these Terms of Sale, [here](#).

9. Miscellaneous

9.1 If you breach these Terms of Sale and Groupon takes no action against you this does not mean that Groupon has waived its rights and remedies with regard to your breach. Groupon may still take action or exercise its rights and remedies for that action, or any other situation, where you breach your obligations under these Terms of Sale.

9.2 Unless otherwise stated within these Terms of Sale, notices to be given to either party shall be in writing and shall be delivered by electronic mail (other than if you are sending a notice to Groupon for the purpose of legal process) or by pre-paid post. Any notice Groupon sends to you will be to the address you supplied to Groupon when you registered for your Groupon account. You can send any notice to Groupon at the registered office address as set out in section 1.2.

9.3 If any provision of these Terms of Sale should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of these Terms of Sale are not affected. Such invalid or unenforceable provision shall be replaced by a valid and enforceable provision which most closely achieves the economic effect contemplated by the invalid or unenforceable provision.

9.4 These Terms of Sale are governed and interpreted by the laws of Ireland, without regard to its conflict or choice of law principles. Exclusive venue for any dispute shall be the courts of Ireland.