

SECURITIES AND EXCHANGE COMMISSION

FORM S-1

General form of registration statement for all companies including face-amount certificate companies

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FILER

Gift Card Digest Corp.

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Mailing Address

5100 WEST COPANS ROAD
SUITE 810
MARGATE FL 33063

Business Address

954-599-3672

Registration No. _____

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-1

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

GIFT CARD DIGEST CORP.

(Exact name of registrant as specified in its charter)

Florida

(State or other jurisdiction of incorporation or organization)

5960

(Primary Standard Industrial Classification Code Number)

26-3891952

(I.R.S. Employer Identification Number)

5100 West Copans Road, Ste 810, Margate, FL 33063
(954) 599-3672

(Address, including zip code, and telephone number,
including area code, of registrant's principal executive offices)

Tammi Shnider

President

GIFT CARD DIGEST CORP.

5100 West Copans Road

Suite 810

Margate, FL 33063

(954) 599-3672

(Name, address, including zip code, and telephone number,
including area code, of agent for service)

As soon as practicable after the effective date of this registration statement
(Approximate date of commencement of proposed sale to the public)

If any of the securities being registered on this Form are to be offered on a
delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933
check the following box:

If this Form is filed to register additional securities for an offering pursuant
to Rule 462(b) under the Securities Act, please check the following box and list
the Securities Act registration statement number of the earlier effective

registration statement for the same offering. []

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. []

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. []

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting Company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting Company" in Rule 12b-2 of the Exchange Act. (Check one)

Large accelerated filer [] Accelerated filer []
Non-accelerated filer [] Smaller reporting Company [X]
(Do not check if a smaller reporting Company)

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered -----	Amount to be Registered -----	Proposed Maximum Offering Price Per Unit(1) -----	Proposed Maximum Aggregate Offering Price -----	Amount of Registration Fee(2) -----
Common Stock	3,000,000	\$0.01	\$30,000	\$2 by Company

(1) The offering price has been arbitrarily determined by the Company and bears no relationship to assets, earnings, or any other valuation criteria. No assurance can be given that the shares offered hereby will have a market value or that they may be sold at this, or at any price.

(2) Estimated solely for the purpose of calculating the registration fee based on Rule 457 (o).

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THE REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933 OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION ACTING PURSUANT TO SAID SECTION 8(A) MAY DETERMINE.

PROSPECTUS

GIFT CARD DIGEST CORP.

3,000,000 SHARES OF COMMON STOCK

PRIOR TO THIS OFFERING, THERE HAS BEEN NO PUBLIC TRADING MARKET FOR THE COMMON STOCK OF GIFT CARD DIGEST CORP. ("THE REGISTRANT AND/OR COMPANY"). THE REGISTRANT IS REGISTERING UP TO 3,000,000 SHARES OF COMMON STOCK AT AN OFFERING PRICE OF \$0.01. THE MAXIMUM AMOUNT TO BE RAISED IS \$30,000 THERE WILL BE NO UNDERWRITING OR BROKER/DEALERS INVOLVED IN THE TRANSACTION AND THERE WILL BE NO COMMISSIONS PAID TO ANY INDIVIDUALS FROM THE PROCEEDS OF THIS SALE. THE SHARES ARE BEING OFFERED BY GIFT CARD DIGEST CORP. THROUGH ITS SOLE OFFICER AND DIRECTOR. WE ARE SELLING THE SHARES ON A "BEST EFFORTS, NO MINIMUM" BASIS. THERE WILL BE NO MINIMUM AMOUNT OF SHARES SOLD AND 'GIFT CARD DIGEST CORP.' WILL NOT CREATE AN ESCROW ACCOUNT INTO WHICH THE PROCEEDS FROM ANY SHARES WILL BE PLACED. THE PROCEEDS FROM ALL SHARES SOLD BY GIFT CARD DIGEST CORP. WILL BE PLACED INTO THE CORPORATE ACCOUNT AND SUCH FUNDS SHALL BE NON-REFUNDABLE TO SUBSCRIBERS, EXCEPT AS MAY BE REQUIRED BY APPLICABLE LAWS.' GIFT CARD DIGEST CORP.' WILL PAY ALL EXPENSES INCURRED IN THIS OFFERING.

Our common stock is presently not traded on any market or securities exchange. The offering price may not reflect the market price of our shares after the offering.

THERE IS SUBSTANTIAL UNCERTAINTY ABOUT THE ABILITY OF BUYRITE CLUB CORP. TO CONTINUE ITS OPERATIONS AS A GOING CONCERN. THE AUDITORS HAVE EXPRESSED AN OPINION THAT SUBSTANTIAL DOUBT EXISTS AS TO WHETHER BUYRITE CLUB CORP. CAN CONTINUE AS AN ONGOING BUSINESS. ACCORDINGLY, THE AUDITORS ISSUED A "GOING CONCERN OPINION" AT DECEMBER 31, 2008.

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK. YOU SHOULD PURCHASE SHARES ONLY IF YOU CAN AFFORD A COMPLETE LOSS. SEE "RISK FACTORS" BEGINNING ON PAGE 6.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SHARES OFFERED BY COMPANY -----	SELLING AGENT PRICE TO PUBLIC -----	PROCEEDS TO COMMISSIONS -----	THE COMPANY -----
Per Share	\$0.01	Not applicable	\$0.01

Minimum Purchase	Not Applicable	Not applicable	Not applicable
Total (3,000,000 shares)	\$30,000	Not applicable	\$30,000

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The shares are intended to be sold by the executive officer of the Company, who will receive no commissions or other remuneration directly or indirectly related to the sale thereof. This offering will be conducted through the safe harbor provisions of Rule 3 a 4 (i) of the Exchange Act of 1934.

Proceeds to the company do not include offering costs, including filing fees, printing costs, legal fees, accounting fees, and transfer agent fees estimated at \$5,000. GIFT CARD DIGEST CORP. will pay these expenses.

If this Form is filed to register additional common stock for an offering under Rule 462(b) of the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. []

If this Form is a post-effective amendment filed under Rule 462(c) of the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. []

If this Form is a post-effective amendment filed under Rule 462(d) of the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. []

If delivery of the prospectus is expected to be made under Rule 434, please check the following box. []

[1] The offering price has been arbitrarily determined by the company and bears no relationship to assets, earnings, or any other valuation criteria. No assurance can be given that the shares offered hereby will have a market value or that they may be sold at this, or at any price. [2] Estimated solely for the purpose of calculating the registration fee based on Rule 457 (c) under the Securities Act.

Since there is no minimum number of shares that may or must be sold by the company, we may receive no, or very minimal, proceeds from the offering.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

The information contained herein is subject to completion or amendment. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This prospectus shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any State in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such State.

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There is currently no active trading market for our common stock, and such a market may not develop or be sustained. We currently plan to have our common stock listing on the OTC Bulletin Board, subject to the effectiveness of this Registration Statement. In addition, a market maker will be required to file a Form 211 with the Financial Industry Regulatory Authority before the market maker will be able to make a market in our shares of common stock. At the date hereof, we are not aware that any market maker has any such intention.

GIFT CARD DIGEST CORP. may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. GIFT CARD DIGEST CORP. will receive all proceeds from the sale of the shares being registered.

The securities have not been approved or disapproved by the Securities and Exchange Commission or any state securities commission nor has the Securities and Exchange Commission or any state securities commission passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

INVESTING IN THE COMPANY'S COMMON STOCK INVOLVES A HIGH DEGREE OF RISK. SEE "RISK FACTORS" BEGINNING AT PAGE 6.

PLEASE READ THIS PROSPECTUS CAREFULLY.

The information in this prospectus is not complete and may be changed. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

ABOUT THIS PROSPECTUS

You should only rely on the information contained in this document or to which we have referred you. We have not authorized anyone to provide you with information that is different. If anyone provides you with different or inconsistent information, you should not rely on it. We are not making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted.

This Prospectus is dated _____

SUMMARY OF OUR OFFERING

GIFT CARD DIGEST CORP. has 9,000,000 shares of common stock issued and outstanding and is registering an additional 3,000,000 shares of common stock for offering to the public. The company may endeavor to sell all 3,000,000 shares of common stock after this registration becomes effective. The price at which the company offers these shares is fixed at \$0.01 per share for the duration of the offering. There is no arrangement to address the possible effect of the offering on the price of the stock. GIFT CARD DIGEST CORP., will receive all proceeds from the sale of the common stock.

3,000,000 shares of common stock are offered by the company.

Offering price per share by the company	A price, if and when the company sells the shares of common stock is set at \$0.01.
Number of shares outstanding before the offering of common shares	9,000,000 common shares are currently issued and outstanding.
Number of shares outstanding after the offering of common shares	12,000,000 common shares will be issued and outstanding after this offering is completed.
The minimum number of shares to be sold in this offering	None.
Market for the common shares	There is no public market for the common shares. The price per share is \$0.01. In addition, the offering price for the shares will remain \$0.01 per share until such a time the shares are quoted on the Over-The-Counter (OTC) Bulletin Board or an exchange. The company may sell at prevailing market prices only after the shares are quoted on either the OTC Bulletin Board or an exchange. GIFT CARD DIGEST CORP. may not be able to meet the requirement for a public listing or quotation of its common stock. Further, even if GIFT CARD DIGEST CORP. common stock is quoted or granted listing, a market for the common shares may not develop. If a market develops, the price of the shares in the market

may not be greater than or equal to the price in this offering.

Use of proceeds

The company intends to use the proceeds from this offering to develop and complete the business and marketing plan, and for other general corporate and working capital purposes. The expenses of this offering, including the preparation of this prospectus and the filing of this registration statement, estimated at \$5,000 are being paid for by GIFT CARD DIGEST CORP.

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Termination of the offering

The offering will conclude when all 3,000,000 shares of common stock have been sold, or 90 days after this registration statement becomes effective with the Securities and Exchange Commission. GIFT CARD DIGEST CORP. may at its discretion extend the offering for an additional 90 days.

Terms

of the offering The company will determine when and how it will sell the common stock offered in this prospectus.

You should rely only upon the information contained in this prospectus. GIFT CARD DIGEST CORP. has not authorized anyone to provide you with information different from that which is contained in this prospectus. The selling security holder is offering to sell shares of common stock and seeking offers to buy shares of common stock only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus, or of any sale of the common stock.

This summary provides an overview of selected information contained in this prospectus. It does not contain all the information that you should consider before making a decision to purchase the shares offered by the selling security holders. You should very carefully and thoroughly read the more detailed information in this prospectus and review our financial statements.

SUMMARY INFORMATION ABOUT GIFT CARD DIGEST CORP.

GIFT CARD DIGEST CORP. ("THE REGISTRANT AND/OR COMPANY") is a development stage company, incorporated in the State of Florida on November 15, 2008, to acquire, develop and market a website ("www.giftcarddigest.com") to sell individual gift cards consisting of over 100 separate and distinct merchants. Our basic concept

is an offering of over 100 gift cards so the customer can select from various alternatives for their gift card purchases having the feature of customer service and free standard shipping. We anticipate that our customers will have a good experience because of the consolidated approach of purchasing an assortment of distinct and separate gift cards using our web site to consolidate substantially all their gift card purchases.

We have not generated any revenues to date and our activities have been limited to developing our business plan. We will not have the necessary capital to develop or execute our business plan until we are able to secure financing. There can be no assurance that such financing will be available on suitable terms.

There is \$0 cash on hand in our corporate bank account. GIFT CARD DIGEST CORP. currently has accounts payable and liabilities of \$0 as of, December 31, 2008. In addition, GIFT CARD DIGEST CORP. anticipates that the costs associated with this offering will be approximately \$5,000. As of the date of this prospectus, we have not generated or realized any revenues from our business operations. The following financial operation summarizes the more complete historical financial information as indicated on the audited financial statements we have filed with this prospectus.

DESCRIPTION OF PROPERTY

The company does not own any real estate or other real properties. The company's office is located at 5100 West Copans Road, Ste 810, Margate, FL 33063 and our telephone number is 954-599-3672. Our fax number is 954-974-5720. Our Domain Name is www.giftcarddigest.com. The business office is located at the office of Steven Adelstein, the father of the President (Tammi Shnider) of the company at no charge to the company.

SUMMARY OF OUR FINANCIAL INFORMATION

Balance Sheet	As of December 31, 2008
-----	-----
Total Assets	\$ 5,834
Total Liabilities	\$ 0
Equity	\$ 5,834
Operating Data	For the Year ended December 31, 2008
-----	-----
Revenue	Nil
Net Loss	\$ 3,166
Net Loss Per Share	\$ 0

GIFT CARD DIGEST CORP. has no revenues and has achieved losses since inception.

GIFT CARD DIGEST CORP. has had no operations and has been issued a "going concern" opinion by its auditor.

RISK FACTORS

Please consider the following risk factors and other information in this prospectus relating to our business and prospects before deciding to invest in our common stock.

This offering and any investment in our common stock involves a high degree of risk. You should carefully consider the risks described below and all of the information contained in this prospectus before deciding whether to purchase our common stock. If any of the following risks actually occur, our business, financial condition and results of operations could be harmed. The trading price of our common stock could decline due to any of these risks, and you may lose all or part of your investment.

The Company considers the following to be the material risks for an investor regarding this offering. GIFT CARD DIGEST CORP. SHOULD BE VIEWED AS A HIGH-RISK INVESTMENT AND SPECULATIVE IN NATURE. An investment in our common stock may result in a complete loss of the invested amount. Please consider the following risk factors before deciding to invest in our common stock.

THERE IS SUBSTANTIAL UNCERTAINTY ABOUT THE ABILITY OF GIFT CARD DIGEST CORP. TO CONTINUE ITS OPERATIONS AS A GOING CONCERN - AUDITOR'S GOING CONCERN

In their audit report dated December 31, 2008; our auditors have expressed an opinion that substantial doubt exists as to whether we can continue as an ongoing business. Because our officers may be unwilling or unable to loan or advance any additional capital to GIFT CARD DIGEST CORP. we believe that if we do not raise additional capital within 12 months of the effective date of this registration statement, we may be required to suspend or cease the implementation of our business plans. Due to the fact that there is no minimum investment and no refunds on sold shares, you may be investing in a Company that will not have the funds necessary to develop its business strategies.

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As such we may have to cease operations and you could lose your entire investment. Because the Company has been issued an opinion by its auditors that substantial doubt exists as to whether it can continue as a going concern it may be more difficult to attract investors.

SINCE GIFT CARD DIGEST CORP. ANTICIPATES OPERATING EXPENSES WILL INCREASE PRIOR TO EARNING REVENUE, IT MAY NEVER ACHIEVE PROFITABILITY - RISKS RELATED TO OUR FINANCIAL CONDITION

The Company anticipates an increase in its operating expenses, without realizing any revenues from the sale of its products.

There is no history upon which to base any assumption as to the likelihood that the Company will prove successful. We cannot provide investors with any assurance that our products will attract customers; generate any operating revenue or ever achieve profitable operations. If we are unable to address these risks, there is a high probability that our business can fail, which will result in the loss of your entire investment.

OUR BUSINESS WILL FAIL IF WE DO NOT OBTAIN ADEQUATE FINANCING, RESULTING IN THE COMPLETE LOSS OF YOUR INVESTMENT

If we are not successful in earning revenue once we have started our sale activities, we may require additional financing to sustain our business operations. Currently, we do not have any arrangements for financing and can provide no assurances to investors that we will be able to obtain any when required. Obtaining additional financing would be subject to a number of factors, including the Company's sales results. These factors may have an affect on the timing, amount, terms or conditions of additional financing and make such additional financing unavailable to us. See "Description of Business."

IF WE DO NOT OBTAIN ADEQUATE FINANCING, OUR BUSINESS WILL FAIL, WHICH WILL RESULT IN THE COMPLETE LOSS OF YOUR INVESTMENT.

No assurance can be given that the Company will obtain access to capital markets in the future or that adequate financing to satisfy the cash requirements of implementing our business strategies will be available on acceptable terms. The inability of the Company to gain access to capital markets or obtain acceptable financing could have a material adverse effect upon the results of its operations and its financial conditions.

SINCE WE LACK AN OPERATING HISTORY, WE FACE A HIGH RISK OF BUSINESS FAILURE, WHICH MAY RESULT IN THE LOSS OF YOUR INVESTMENT.

GIFT CARD DIGEST CORP. is a development stage company and has not yet begun to execute its business plan. Thus, we have no way to evaluate the likelihood that we will be able to operate the business successfully. We were incorporated on November 15, 2008 and to date have been involved primarily in organizational activities and business planning. Based upon current plans, we expect to incur operating losses in future periods. We will incur these losses due to expenses associated with developing the business plan.

We cannot guarantee that we will be successful in generating revenue in the future, or in raising funds through the sale of our shares, adequate to pay for our business operations and planned expenditures. As of the date of this prospectus, we have earned no revenue. Failure to generate revenue will cause us to go out of business, which will result in the complete loss of your investment.

AS OUR SOLE OFFICER AND DIRECTOR HAS OTHER OUTSIDE BUSINESS ACTIVITIES, SHE MAY

BE UNABLE TO DEVOTE A MAJORITY OF HER TIME TO THE COMPANY. AS A RESULT, THERE MAY BE PERIODIC INTERRUPTIONS IN OUR OPERATIONS AND OUR BUSINESS COULD FAIL.

Mrs. Shnider, our sole officer and director, has other outside business activities and is devoting only approximately 10-25 hours per week to our operations. Our operations may be sporadic and occur at times which are not convenient to Mrs. Shnider, which may result in periodic interruptions or suspensions of our business plan. If the demands of the company's business require the full time of our executive officer, she is prepared to adjust her timetable in order to devote more time to conducting our business operations.

However, our executive officer may be unable to devote sufficient time to the management of the company's business, which may result in periodic interruptions in the implementation of the company's business plans and operations. Such delays could have a significant negative effect on the success of our business.

SHOULD OUR SOLE OFFICER AND DIRECTOR LEAVE THE COMPANY, WE MAY BE UNABLE TO CONTINUE OUR OPERATIONS.

The company is entirely dependent on the efforts and abilities of its sole officer and director. The loss of our sole officer and director could have a material adverse effect on the business and its prospects. The company believes that all commercially reasonable efforts have been made to minimize the risks attendant the departure from service of our current sole officer and director. However, replacement personnel may be unavailable to us. Moreover, even if available, replacement personnel may not enable the company to operate profitably.

All decisions regarding the management of the company's affairs will be made exclusively by its sole officer and director. Purchasers of the offered shares may not participate in the management of the company and, therefore, are dependent upon the management abilities of the company's sole officer and director. The only assurance that the shareholders of the company (including purchasers of the offered shares) have that the company's sole officer and director will not abuse her discretion in making decisions, with respect to its affairs and other business decisions, is her fiduciary obligations and business integrity. Accordingly, no person should purchase offered shares unless that person is willing to entrust all aspects of management to the company's sole officer and director, or her successors. Potential purchasers of the offered shares must carefully evaluate the personal experience and business performance of the company's management.

The company's management may retain independent contractors to provide services to the company. Those contractors have no fiduciary duty to the shareholders of the company and may not perform as expected. The company does not maintain key person life insurance on its sole officer and director.

IF WE CANNOT SECURE ADDITIONAL CAPITAL, OR IF AVAILABLE CAPITAL IS TOO EXPENSIVE, OUR BUSINESS WILL FAIL.

Developing and executing our business plan of establishing internet sales of

gift cards, may require a significant capital investment.

Debt or equity financing may not be available for us to do so, or if available may be too expensive. To start executing our planned service requires an initial investment of approximately \$30,000, and we anticipate 12 months of operational losses at approximately \$500 per month before we can generate adequate cash flow to cover operations.

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IF WE EXPAND OUR OPERATIONS AND FAIL TO MANAGE THE RESULTING GROWTH EFFECTIVELY, OUR BUSINESS WILL BE HARMED.

Our plans including developing name recognition for our membership club may not occur. Our growth strategy is subject to significant risks which you should carefully consider before purchasing the shares we are offering.

Although we plan on researching our market carefully, we may be slow to achieve profitability, or may not become profitable at all, which will result in losses. There can be no assurance that we will succeed.

Our systems, procedures and controls may not be adequate to support the expansion of our business operations. The combinations of sale of gift cards, shipping and handling, maintenance of the web site, marketing expenses and other costs may exceed our revenues. Significant growth will place managerial demands on all aspects of our operations. Our future operating results will depend substantially upon our ability to manage changing business conditions and to implement and improve our marketing and distribution.

BECAUSE THERE IS NO PUBLIC TRADING MARKET FOR OUR COMMON STOCK, YOU MAY NOT BE ABLE TO RESELL YOUR STOCK - RISKS RELATED TO THIS OFFERING

There is currently no public trading market for our common stock. Therefore, there is no central place, such as a stock exchange or electronic trading system, to resell your shares. If you do want to resell your shares, you will have to locate a buyer and negotiate your own sale.

INVESTORS WILL PAY MORE FOR "GIFT CARD DIGEST CORP." COMMON STOCK THAN THE PRO RATA PORTION OF OUR ASSETS ARE WORTH; AS A RESULT INVESTING IN THE COMMON STOCK MAY RESULT IN AN IMMEDIATE LOSS.

The offering price and other terms and conditions relative to the Company's shares have been arbitrarily determined by the Company and do not bear any relationship to assets, earnings, book value or any other objective criteria of value. Additionally, as the Company was formed recently and has only a limited operating history and no earnings, the price of the offered shares is not based on its past earnings and no investment banker, appraiser or other independent third party has been consulted concerning the offering price for the shares or the fairness of the offering price used for the shares.

AS WE CURRENTLY HAVE NO MARKET FOR OUR SHARES, SHAREHOLDERS MAY BE UNABLE TO SELL THEIR SHARES. EVEN IF A MARKET SHOULD DEVELOP, THE PRICE MAY BE VOLATILE AND SHAREHOLDERS MAY LOSE THEIR ENTIRE INVESTMENT.

Further, even if a market develops, our common stock will be subject to price fluctuations and volatility.

The company cannot apply directly to be quoted on the OTC Bulletin Board. Additionally, the stock can be listed or traded only to the extent that there is interest by broker/dealers in acting as a market maker in the company's stock. Despite the company's best efforts, the company may not be able to convince any broker/dealers to act as market-makers and make quotations on the OTC Bulletin Board. It is the company's intent to contact potential market makers for the OTC Bulletin Board after it has completed its primary offering.

IN THE EVENT THAT THE COMPANY'S SHARES ARE TRADED, THEY MAY TRADE UNDER \$5.00 PER SHARE AND THUS WILL BE A PENNY STOCK. TRADING IN PENNY STOCKS HAS MANY RESTRICTIONS AND THESE RESTRICTIONS COULD SEVERELY AFFECT THE PRICE AND LIQUIDITY OF THE COMPANY'S SHARES.

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In the event our shares are traded, and our stock trades below \$5.00 per share our stock would be known as a "penny stock" which is subject to various regulations involving disclosures to be given to you prior to purchase of any penny stock. The U.S. Securities and Exchange Commission (the "SEC") has adopted regulations which generally define a "penny stock" to be any equity security that has a market price of less than \$5.00 per share, subject to certain exceptions. Depending on market fluctuations, our common stock could be considered to be a "penny stock". A penny stock is subject to rules that impose additional sales practice requirements on broker/dealers who sell these securities to persons other than established customers and accredited investors. For transactions covered by these rules, the broker-dealer must make a special suitability determination for the purchase of these securities. In addition he must receive the purchaser's written consent to the transaction prior to the purchase. He must also provide certain written disclosures to the purchaser. Consequently, the "penny stock" rules may restrict the ability of broker/dealers to sell our securities, and may negatively affect the ability of holders of shares of our common stock to resell them. These disclosures require you to acknowledge you understand the risk associated with buying penny stocks and that you can absorb the entire loss of your investment. Penny stocks are low priced securities that do not have a very high trading volume. Consequently, the price of the stock is oftentimes volatile and you may not be able to buy or sell the stock when you want.

AS THE COMPANY HAS 100,000,000 AUTHORIZED COMMON SHARES THE COMPANY'S MANAGEMENT COULD ISSUE ADDITIONAL SHARES DILUTING THE COMPANY'S CURRENT SHAREHOLDERS' EQUITY.

The company has 100,000,000 authorized common shares of which only 12,000,000

are currently outstanding and will be issued and outstanding if all the shares in this offering are sold. The company's management could, without the consent of the company's existing shareholders issue substantially more shares causing a large dilution in our current shareholders' equity position. Additionally, large share issuances by the company would generally have a negative impact on our share price. It is possible that due to additional share issuance you could lose a substantial amount or all of your investment.

AS OUR COMPANY'S SOLE OFFICER AND DIRECTOR CURRENTLY OWNS 100% OF THE OUTSTANDING COMMON STOCK (75% IF ALL OFFERED SHARES ARE SOLD), INVESTORS MAY FIND DECISIONS MADE BY THE COMPANY'S SOLE OFFICER AND DIRECTOR CONTRARY TO THEIR INTERESTS.

The company's sole officer and director owns 100% of our currently outstanding common stock. As a result, she will be able to decide who will be directors and control the direction of the company. Our sole officer and director's interests may differ from the interests of our other stockholders. Factors that could cause his interests to differ from the interests of other stockholders include the impact of corporate transactions on the timing of our business operations and her ability to continue to manage the business, in terms of the amount of time she is able to devote to the company.

IF WE FILE FOR BANKRUPTCY PROTECTION OR ARE FORCED INTO BANKRUPTCY PROTECTION, INVESTORS WILL LOSE THEIR ENTIRE INVESTMENT.

If we file for bankruptcy protection, or a petition for involuntary bankruptcy is filed by creditors against us, all funds will become part of the bankruptcy estate and administered according to the bankruptcy laws. In this case, you will lose your investment and your funds will be used to pay creditors.

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INVESTING IN THE COMPANY IS HIGHLY SPECULATIVE AND COULD RESULT IN THE ENTIRE LOSS OF YOUR INVESTMENT

Purchasing the offered shares is highly speculative and involves significant risk. The offered shares should not be purchased by any person who cannot afford to lose their entire investment. The business objectives of the Company are also speculative, and it is possible that we would be unable to accomplish them. The Company's shareholders may be unable to realize a substantial or any return on their purchase of the offered shares and may lose their entire investment. For this reason, each prospective purchaser of the offered shares should read this prospectus and all of its exhibits carefully and consult with their attorney, business and/or investment advisor.

INVESTING IN OUR COMPANY MAY RESULT IN AN IMMEDIATE LOSS BECAUSE BUYERS WILL PAY MORE FOR OUR COMMON STOCK THAN THE PRO RATA PORTION OF THE ASSETS ARE WORTH

The Company has only been recently formed and has only a limited operating history and no earnings, therefore, the price of the offered shares is not based

on any data.

The offering price and other terms and conditions regarding the Company's shares have been arbitrarily determined and do not bear any relationship to assets, earnings, book value or any other objective criteria of value. No investment banker, appraiser or other independent third party has been consulted concerning the offering price for the shares or the fairness of the offering price used for the shares.

The arbitrary offering price of \$0.01 per common share as determined herein is substantially higher than the net tangible book value per share of the Company's common stock. GIFT CARD DIGEST CORP.'s assets do not substantiate a share price of \$0.01. This premium in share price applies to the terms of this offering and does not attempt to reflect any forward looking share price subsequent to the Company obtaining a listing on any exchange, or becoming quoted on the OTC Bulletin Board.

You may never realize a return on your investment. THERE IS NO ASSURANCE THAT A PURCHASER OF SHARES WILL REALIZE A RETURN ON HIS INVESTMENT OR THAT HE WILL NOT LOSE HIS ENTIRE INVESTMENT IN THE COMPANY. To date, the company has limited operations and revenues. We have never earned a profit and there can be no assurance that we will ever achieve profitable operations. Our ability to implement our business plan is dependent, among other things, on the completion of this Offering. If we fail to raise any or a sufficient amount of money in this offering, we may fail as a business. Even if we raise sufficient amount of funding in this Offering, there can be no assurance that our business model will succeed.

We are a development stage company formed November 15, 2008 with the purpose to establish itself as a corporation engaged in the sale of gift cards on the internet. GIFT CARD DIGEST CORP. may be unable to establish "traffic" on the internet and would then be unable to generate revenues. Additionally, internet advertising expenses such as pay per click with internet search engines could exceed revenues. There would be a substantial doubt, then, about our ability to continue as a going concern.

We anticipate incurring losses during the period of time necessary to develop internet traffic, develop customers and create the marketing plan to be recognized by the major search engines. Additionally, there can be no assurance that we will ever operate profitably, even if this offering is successful. Investors should not purchase shares in this offering unless they can afford to lose their entire investment.

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Because we are a newly formed company, there is no corporate operating history on which to evaluate our potential for success.

Additionally, we face many risks inherent in a start-up business, including difficulties and delays frequently encountered in connection with the

commencement of operations, operational difficulties and our potential underestimation of initial and ongoing costs.

Executing the business plan requires that we spend significant funds based entirely on our preliminary evaluation of the potential of the market. It is impossible to predict the success of our business before marketing starts. The ability of the company to generate revenues will depend upon a variety of unpredictable factors, including:

The internet has many other companies selling various forms of gift cards, including, but not limited to the individual merchants selling their own gift cards, and in some cases, other gift cards, some of whom have established reputations, better and less expensive sources of supply, more diverse product lines, and high levels of recognition in the major search engines.

Because there may be a substantial delay between the completion of this offering and the business plan execution, our expenses may be increased and it may take us longer to generate revenues. We have no way to predict when we will begin to generate sales.

There is No Minimum Number of Shares we have to sell in this Offering. We are making this offering on a "best efforts, no minimum basis." What this means is that all the net proceeds from this Offering will be immediately available for use by us and we don't have to wait until a minimum number of Shares have been sold to keep the proceeds from any sales. We can't assure you that subscriptions for the entire Offering will be obtained. We have the right to terminate the offering of the Shares at any time, regardless of the number of Shares we have sold since there is no minimum subscription requirement. Our ability to meet our financial obligations and cash needs and to achieve our objectives could be adversely affected if the entire offering of Shares is not fully subscribed for.

State Blue Sky laws may limit resale of the Shares. The holders of our shares of common stock and persons who desire to purchase them in any trading market that might develop in the future should be aware that there may be significant state law restrictions upon the ability of investors to resell our shares.

Accordingly, even if we are successful in having the Shares available for trading on the OTCBB, investors should consider any secondary market for the Company's securities to be a limited one. We intend to seek coverage and publication of information regarding the Company in an accepted publication which permits a "manual exemption." This manual exemption permits a security to be distributed in a particular state without being registered if the company issuing the security has a listing for that security in a securities manual recognized by the state. However, it is not enough for the security to be listed in a recognized manual. The listing entry must contain (1) the names of issuers, officers, and directors, (2) an issuer's balance sheet, and (3) a profit and loss statement for either the fiscal year preceding the balance sheet or for the most recent fiscal year of operations. Furthermore, the manual exemption is a nonissuer exemption restricted to secondary trading transactions, making it unavailable for issuers selling newly issued securities. Most of the accepted manuals are those published in Standard and Poor's, Moody's Investor Service, Fitch's Investment Service, and Best's Insurance Reports, and many states

expressly recognize these manuals. A smaller number of states declare that they 'recognize securities manuals' but do not specify the recognized manuals. The following states do not have any provisions and therefore do not expressly recognize the manual exemption: Alabama, Georgia, Illinois, Kentucky, Louisiana, Montana, South Dakota, Tennessee, Vermont and Wisconsin.

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If we do not execute our business plan on schedule or within budget, our ability to generate revenue may be diminished or delayed.

Our ability to adhere to our schedule and budget face many uncertainties

WE WILL INCUR INCREASED COSTS AS A RESULT OF BEING A PUBLIC COMPANY

As a public company, we incur significant legal, accounting and other expenses that a private company does not incur. In addition, the Sarbanes-Oxley Act of 2002, as well as new rules subsequently implemented by the Securities and Exchange Commission and stock exchanges have required changes in corporate governance practices of public companies. We expect that these new rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. For example, as a result of becoming a public company, we need to create additional board committees and adopt additional policies regarding internal controls and disclosure controls and procedures. We will incur additional costs associated with public company reporting requirements and compliance with the internal controls of Section 404 of the Sarbanes-Oxley Act of 2002. We also expect these new rules and regulations will make it more difficult and more expensive for us to obtain directors' and officers' liability insurance. As a result, our general and administrative expenses will likely increase and it may be more difficult for us to attract and retain qualified persons to serve on our board of directors or as executive officers. We are currently evaluating and monitoring developments with respect to these new rules, and we cannot predict or estimate the amount of additional costs we may incur or the timing of such costs.

IF WE CANNOT EFFECTIVELY DEVELOP AND MARKET A QUALITY INTERNET SITE, WE WILL NOT ATTRACT CUSTOMERS. EVEN IF WE DO CREATE A QUALITY INTERNET SITE, THERE IS NO ASSURANCE THIS CAN BE CONVERTED TO PROFITABLE SALES.

FORWARD-LOOKING STATEMENTS

This prospectus contains certain forward-looking statements regarding management's plans and objectives for future operations, including plans and objectives relating to our planned entry into our service business. The forward-looking statements and associated risks set forth in this prospectus include or relate to, among other things, (a) our projected profitability, (b) our growth strategies, (c) anticipated trends in our industry, (d) our ability to obtain and retain sufficient capital for future operations, and (e) our anticipated needs for working capital. These statements may be found under "Management's Discussion and Analysis or Plan of Operation" and "Description of

Business," as well as in this prospectus generally. Actual events or results may differ materially from those discussed in these forward-looking statements as a result of various factors, including, without limitation, the risks outlined under "Risk Factors" and matters described in this prospectus generally. In light of these risks and uncertainties, the forward-looking statements contained in this prospectus may not in fact occur.

The forward-looking statements herein are based on current expectations that involve a number of risks and uncertainties. Such forward-looking statements are based on the assumptions that we will be able to continue our business strategies on a timely basis, that we will attract customers, that there will be no material adverse competitive or in the conditions under which our business operates, that our sole officer and director will remain employed as such, and that our forecasts accurately anticipate market demand. The foregoing assumptions are based on judgments with respect to, among other things, future economic, competitive and market conditions, and future business decisions, all of which are difficult or impossible to predict accurately and many of which are

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beyond our control. Accordingly, although we believe that the assumptions underlying the forward-looking statements are reasonable, any such assumption could prove to be inaccurate and therefore there can be no assurance that the results contemplated in forward-looking statements will be realized. In addition, as disclosed elsewhere in this "Risk Factors" section of this prospectus, there are a number of other risks inherent in our business and operations, which could cause our operating results to vary markedly and adversely from prior results or the results contemplated by the forward-looking statements. Increases in the cost of our services, or in our general or administrative expenses, or the occurrence of extraordinary events, could cause actual results to vary materially from the results contemplated by these forward-looking statements.

Management decisions, including budgeting, are subjective in many respects and subject to periodic revisions in order to reflect actual business conditions and developments. The impact of such conditions and developments could lead us to alter our marketing, capital investment or other expenditures and may adversely affect the results of our operations.

In light of the significant uncertainties inherent in the forward-looking information included in this prospectus, the inclusion of such information should not be regarded as a representation by us or any other person that our objectives or plans will be achieved.

USE OF PROCEEDS

Our offering is being made on a self-underwritten basis: no minimum number of shares must be sold in order for the offering to proceed. The offering price per share is \$0.01

The funds raised through this offering will be used to develop and complete the business and marketing plan.

DETERMINATION OF OFFERING PRICE

As there is no established public market for our shares, the offering price and other terms and conditions relative to our shares have been arbitrarily determined by GIFT CARD DIGEST CORP. and do not bear any relationship to assets, earnings, book value, or any other objective criteria of value. In addition, no investment banker, appraiser, or other independent third party has been consulted concerning the offering price for the shares or the fairness of the offering price used for the shares.

The price of the current offering is fixed at \$0.01 per share. This price is significantly greater than the price paid by the company's sole officer and director for common equity since the company's inception on November 15, 2008. The company's sole officer and director paid \$0.001 per share, a difference of \$0.009 per share lower than the share price in this offering.

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DILUTION OF THE PRICE YOU PAY FOR YOUR SHARES

Dilution represents the difference between the offering price and the net tangible book value per share immediately after completion of this offering. Net tangible book value is the amount that results from subtracting total liabilities and intangible assets from total assets. Dilution arises mainly as a result of our arbitrary determination of the offering price of the shares being offered. Dilution of the value of the shares you purchase is also a result of the lower book value of the shares held by our existing stockholders. The following tables compare the differences of your investment in our shares with the investment of our existing stockholders.

Financial Position of the COMPANY IF ALL SHARES ARE SOLD

Price per share	\$	0.01
Net tangible book value per share before offering	\$	0.0006
Potential gain to existing shareholders	\$	0.0094
Net tangible book value per share after offering	\$	0.003
Increase to present stockholders in net tangible book value per share after offering	\$	0.0024
Capital contributions	\$	9000
Number of shares outstanding before the offering		9,000,000
Number of shares after offering held by existing stockholders .		9,000,000
Percentage of ownership after offering		75%

PURCHASERS OF SHARES IN THIS OFFERING IF ALL SHARES SOLD

Price per share	\$	0.01
Dilution per share	\$	0.0094

Capital contributions	\$	39,000
Percentage of capital contributions		77%
Number of shares after offering held by public investors		3,000,000
Percentage of ownership after offering		25%

THE OFFERING BY THE COMPANY

GIFT CARD DIGEST CORP. is registering 3,000,000 shares of its common stock for offer and sale.

There is currently no active trading market for our common stock, and such a market may not develop or be sustained. We currently plan to have our common stock listing on the OTC Bulletin Board, subject to the effectiveness of this Registration Statement. In addition, a market maker will be required to file a Form 211 with the Financial Industry Regulatory Authority before the market maker will be able to make a market in our shares of common stock. At the date hereof, we are not aware that any market maker has any such intention.

All of the shares registered herein will become tradable on the effective date of this registration statement. The company will not offer the shares through a broker-dealer or anyone affiliated with a broker-dealer.

NOTE: As of the date of this prospectus, our sole officer and director, Tammi Shnider, owns 9,000,000 common shares, which are subject to Rule 144 restrictions.

The company is hereby registering 3,000,000 common shares. The price per share is \$0.01 and will remain so unless and until the shares are quoted on the Over-The-Counter (OTC) Bulletin Board or an exchange.

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In the event the company receives payment for the sale of their shares, GIFT CARD DIGEST CORP. will receive all of the proceeds from such sales. GIFT CARD DIGEST CORP. is bearing all expenses in connection with the registration of the shares of the company.

PLAN OF DISTRIBUTION

We are offering the shares on a "self-underwritten" basis directly through Tammi Shnider, our executive officer and director named herein, who will not receive any commissions or other remuneration of any kind for selling shares in this offering, except for the reimbursement of actual out-of-pocket expenses incurred in connection with the sale of the common stock. The offering will conclude when all 3,000,000 shares of common stock have been sold, or 90 days after this registration statement becomes effective with the Securities and Exchange Commission. GIFT CARD DIGEST CORP. may at its discretion extend the offering for an additional 90 days.

This offering is a self-underwritten offering, which means that it does not

involve the participation of an underwriter to market, distribute or sell the shares offered under this prospectus. We will sell shares on a continuous basis. We reasonably expect the amount of securities registered pursuant to this offering to be offered and sold within ninety (90) days from this initial effective date of this registration.

In connection with their selling efforts in the offering, Mrs. Shnider will not register as broker-dealers pursuant to Section 15 of the Exchange Act, but rather will rely upon the "safe harbor" provisions of Rule 3a4-1 under the Exchange Act. Generally speaking, Rule 3a4-1 provides an exemption from the broker-dealer registration requirements of the Exchange Act for persons associated with an issuer that participate in an offering of the issuer's securities. Mrs. Shnider is not subject to any statutory disqualification, as that term is defined in Section 3(a)(39) of the Exchange Act. Mrs. Shnider will not be compensated in connection with their participation in the offering by the payment of commissions or other remuneration based either directly or indirectly on transactions in our securities.

Mrs. Shnider is not and has not been within the past 12 months, a broker or dealer, and is not within the past 12 months, an associated person of a broker or dealer. At the end of the offering, Mrs. Shnider will continue to primarily perform substantial duties for us or on our behalf other than in connection with transactions in securities. Mrs. Shnider has not participated in selling an offering of securities for any issuer more than once every 12 months other than in reliance on Exchange Act Rule 3a4-1(a)(4)(i) or (iii).

9,000,000 common shares are issued and outstanding as of the date of this prospectus. The company is registering an additional 3,000,000 shares of its common stock for possible resale at the price of \$0.01 per share. There is no arrangement to address the possible effect of the offerings on the price of the stock.

GIFT CARD DIGEST CORP. will receive all proceeds from the sale of the shares by the company. The price per share is \$0.01 and will remain so unless and until the shares are quoted on the Over-The-Counter (OTC) Bulletin Board or an exchange. However, GIFT CARD DIGEST CORP. common stock may never be quoted on the OTC Bulletin Board or listed on any exchange.

The company's shares may be sold to purchasers from time to time directly by, and subject to the discretion of, the company. Further, the company will not offer their shares for sale through underwriters, dealers, or agents or anyone who may receive compensation in the form of underwriting discounts, concessions or commissions from the company and/or the purchasers of the shares for whom they may act as agents. The shares sold by the company may be sold occasionally in one or more transactions, either at an offering price that is fixed or that may vary from transaction to transaction depending upon the time of sale, or at prices otherwise negotiated at the time of sale. Such prices will be determined by the company or by agreement between the company and any purchasers of our

common stock.

The shares may not be offered or sold in certain jurisdictions unless they are registered or otherwise comply with the applicable securities laws of such jurisdictions by exemption, qualification or otherwise. We intend to sell the shares only in the states in which this offering has been qualified or an exemption from the registration requirements is available, and purchases of shares may be made only in those states.

In addition and without limiting the foregoing, the company will be subject to applicable provisions, rules and regulations under the Exchange Act with regard to security transactions during the period of time when this Registration Statement is effective.

GIFT CARD DIGEST CORP. will pay all expenses incidental to the registration of the shares (including registration pursuant to the securities laws of certain states).

LEGAL PROCEEDINGS

We are not a party to any material legal proceedings and to our knowledge; no such proceedings are threatened or contemplated by any party.

BUSINESS

INTRODUCTION

GIFT CARD DIGEST CORP. ("THE REGISTRANT AND/OR COMPANY") is a development stage company, incorporated in the State of Florida on November 15, 2008, to acquire, develop and market a website ("www.giftcarddigest.com") to sell individual gift cards consisting of over 100 separate and distinct merchants. Our basic concept is the offering of over 100 gift cards for the customer to select from the web site having the additional features of customer service and free standard shipping and handling. We anticipate that our customers will have a good experience because of the consolidated approach and the various gift card alternatives for the customer to select from.

We acquired a website (www.giftcarddigest.com) and intend to market it through effective use of internet advertising such as Pay-Per-Click. The internet is the broadest medium in existence, so if you market something on the internet, it will have the widest reach with the most effective cost basis. Internet sales are in a rapidly increasing cycle.

We have not generated any revenues to date and our activities have been limited to developing the Business Plan. We will not have the necessary capital to develop our Business Plan until we are able to secure financing. There can be no assurance that such financing will be available on suitable terms. See "Management Discussion and Analysis Plan of Operations" and "Liquidity and

Capital Resources." We have no revenues, have achieved losses since inception, have no operations, have been issued a going concern opinion and rely upon the sale of our securities to funds operations.

The following description of our business is intended to provide an understanding of our Company and the direction of our strategy.

STRATEGY AND SERVICE

We have established through market research that there is an extensive market for customers to acquire gift cards on the internet.

GIFT CARD DIGEST CORP. ("www.giftcarddigest.com") intends to offer our customers the ability to purchase over 100 gift cards from having name brand merchants while using one (1) internet site which includes customer service and free shipping. Our members will receive a percentage of savings through our membership club whereby our members accumulate savings to use for their future purchases.

INTELLECTUAL PROPERTIES

On November 20, 2008, the company acquired, for \$6,000, all rights, title and interest to the web site (www.giftcarddigest.com) and all the intellectual concepts produced and developed throughout the web site.

THE MARKET

There is no way to accurately estimate the overall market for gift card purchases on the internet.

MANAGEMENT

It is intended that our President will provide all the labor for the company initially and then hiring either employees or using independent contractors as sales growth demands.

The company on November 20, 2008 entered into a contract agreement with an independent contractor (BSP Rewards Inc.) to provide for the internet web services, gift cards and back office accounting. The contract provides for the provider to participate with us in the actual discounts received by the various merchants and vendors for the sale of their gift cards.

SALES AND MARKETING

We intend to hire independent contractors to do the website marketing and maintenance. There are many such companies readily available through prior experience with BSP Rewards Inc., our independent contractor, which provides the selection of internet gift cards from over 100 independent merchants. We believe we can do this in an economical and effective manner.

ADVERTISING

Substantially, all our advertising will be done primarily through internet search engines. There are independent entities that have effective experience in the utilization of pay per click advertising through the internet process. Additionally there are methods of improving "web presence" on search engines by means without the need for pay per click. Both methods will be used to attempt to establish our web site (www.giftcarddigest.com) as a credible web site to attract customers for our gift card sales.

COMPETITION

There are many competitors on the internet selling similar gift cards including the actual merchants. We believe the most effective way to be successful against this competition, is a combination of quality products with independent gift card merchants, and having exceptional customer service. GIFT CARD DIGEST CORP. intends to make itself available by phone and email to customers on a personal level. Inquiries will typically be responded to within minutes. This type of service is typically lacking in internet sales and should be extraordinarily received.

STAFFING

As of January, 2009, GIFT CARD DIGEST CORP. has no permanent staff other than its sole officer and director, Tammi Shnider, who is the President and Chairman of the company. Mrs. Shnider has the flexibility to work on GIFT CARD DIGEST CORP. up to 10 to 25 hours per week. She is prepared to devote more time to our operations as may be required. She is not being paid at present.

EMPLOYEES AND EMPLOYMENT AGREEMENTS

At present, GIFT CARD DIGEST CORP. has no employees other than its current sole officer and director, Mrs. Shnider, who has not been compensated. There are no employment agreements in existence. The company presently does not have, pension, health, annuity, insurance, stock options, profit sharing, or similar benefit plans; however, the company may adopt plans in the future. There are presently no personal benefits available to the company's director.

During the initial implementation of our marketing strategy, the company intends to hire independent consultants to develop and market its website, rather than hire full time website development, marketing and maintenance employees.

MANAGEMENT'S DISCUSSION AND ANALYSIS OR PLAN OF OPERATION

This section of the prospectus includes a number of forward-looking statements that reflect our current views with respect to future events and financial performance. Forward-looking statements are often identified by words like: "believe", "expect", "estimate", "anticipate", "intend", "project" and similar expressions, or words which, by their nature, refer to future events. You should not place undue certainty on these forward-looking statements, which apply only

as of the date of this prospectus. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from historical results or our predictions.

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We are a development stage company organized to market over 100 gift cards on the internet.

We have not yet generated or realized any revenues from business operations. Our auditors have issued a going concern opinion. This means there is substantial doubt that we can continue as an on-going business for the next twelve (12) months unless we obtain additional capital to pay our bills. This is because we have not generated any revenues and no revenues are anticipated until we begin marketing our products to customers. Accordingly, we must raise cash from sources other than revenues generated such as from the proceeds of loans we undertake.

From inception (November 15, 2008) to December 31, 2008, the company's business operations have primarily been focused on developing our business plan and market research.

LIMITED OPERATING HISTORY; NEED FOR ADDITIONAL CAPITAL

There is no historical financial information about us upon which to base an evaluation of our performance. GIFT CARD DIGEST CORP. was incorporated in the State of Florida on November 15, 2008; we are a development stage company attempting to enter into the internet sales market. We have not generated any revenues from our operations. We cannot guarantee we will be successful in our business operations. Our business is subject to risks inherent in the establishment of a new business enterprise, including the financial risks associated with the limited capital resources currently available to us for the implementation of our business strategies. (See "Risk Factors"). To become profitable and competitive, we must develop the business, marketing plan, and execute the plans. Our sole officer and director undertakes to provide us with initial operating and loan capital to sustain our business plan over the next twelve (12) month period partially through this offering and will seek alternative financing through means such as borrowings from institutions or private individuals.

PLAN OF OPERATION

Over the 12 month period starting upon the effective date of this registration statement, the company must raise capital in order to complete the Business and Marketing Plan and to commence the execution.

Since inception (November 15, 2008) to, December 31, 2008, GIFT CARD DIGEST CORP. has spent a total of \$70 on start-up costs. The company has not generated any revenue from business operations.

The company incurred expenditures of \$2,500 for accounting services, the preparation of audited financial statements and legal services. The company also had expenditures of \$430 for general administrative costs and \$166 for amortization.

Since inception, the majority of the company's time has been spent refining its business plan and marketing, conducting industry research, and preparing for a primary financial offering.

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LIQUIDITY AND CAPITAL RESOURCES

As of the date of this registration statement, we have yet to generate any revenues from our business operations. On November 18, 2008, GIFT CARD DIGEST CORP. issued 9,000,000 shares of common stock to our sole officer and director for \$9,000 (\$0.001) per share. The company acquired, for \$6,000, the web site www.giftcarddigest.com as developed including all rights, title and interest. Through December 31, 2008 we have spent a total of \$9,000 in general operating expenses and the acquisition of the intellectual properties (www.giftcarddigest.com). We raised the cash amounts used in these activities from our sole officer and director. Our sole officer and director has agreed to provide the company operating expenses for twelve (12) months to be funded from time to time as required by the company.

As we anticipate needing a minimum of \$30,000 in order to execute our business plan in a meaningful way over the next year, the available cash is not sufficient to allow us to commence full execution of our business plan. Our business expansion will require significant capital resources that may be funded through the issuance of common stock or of notes payable or other debt arrangements that may affect our debt structure. Despite our current financial status we believe that we may be able to issue notes payable or debt instruments in order to start executing our Business and Marketing Plan. We anticipate that receipt of such financing may require granting a security interest in the service offering, but are willing to grant such interest to secure the necessary funding.

To date, we have managed to keep our monthly cash flow requirement low for two reasons. First, our sole officer has agreed not to draw a salary until a minimum of \$200,000 in funding is obtained or until we have achieved \$200,000 in gross revenues. Second, we have been able to keep our operating expenses to a minimum by operating in space leased by our sole officers' father and are only paying the direct expenses associated with our business operations.

Given our low monthly cash flow requirement and the agreement of our officer, management believes that, even though our auditors have expressed substantial doubt about our ability to continue as a going concern, and assuming that we do not commence our anticipated operations it has sufficient financial resources to meet its obligations for at least the next twelve months.

In the early stages of our company, we will need cash for completing the business and marketing plan. We anticipate that during the first year, in order to execute our business plan to any meaningful degree, we would need to spend a minimum of \$30,000 on such endeavors. If we are unable to raise the funds partially through this offering we will seek alternative financing through means such as borrowings from institutions or private individuals. There can be no assurance that we will be able to keep costs from being more than these estimated amounts or that we will be able to raise such funds. Even if we sell all shares offered through this registration statement, we expect that we will seek additional financing in the future. However, we may not be able to obtain additional capital or generate sufficient revenues to fund our operations. If we are unsuccessful at raising sufficient funds, for whatever reason, to fund our operations, we may be forced to seek a buyer for our business or another entity with which we could create a joint venture. If all of these alternatives fail, we expect that we will be required to seek protection from creditors under applicable bankruptcy laws.

Our independent auditor has expressed substantial doubt about our ability to continue as a going concern and believes that our ability is dependent on our ability to implement our business plan, raise capital and generate revenues. See Note 6 of our financial statements.

MANAGEMENT

OFFICERS AND DIRECTORS

Our sole officer and director will serve until his successor is elected and qualified. Our officers are elected by the Board of Directors to a term of one (1) year and serve until their successor is duly elected and qualified, or until they are removed from office. The Board of Directors has no nominating, auditing or compensation committees.

The name, address, age and position of our president, secretary/treasurer, and director and vice president is set forth below:

Name and Address -----	Age ---	Position(s) -----
Tammi Shnider 3764 Moon Bay Circle Wellington, FL 33414	35	President, Secretary/ Treasurer Principal Executive Officer Principal Financial Officer and sole member of the Board of Directors

The person named above has held her offices/positions since the inception of our company and is expected to hold her offices/positions until the next annual meeting of our stockholders.

COMMITTEES OF THE BOARD OF DIRECTORS

Our Board of Directors has not established any committees, including an Audit Committee, a Compensation Committee or a Nominating Committee, any committee performing a similar function.

The functions of those committees are being undertaken by the entire board as a whole. Because we do not have any independent directors, our Board of Directors believes that the establishment of committees of the Board would not provide any benefits to our company and could be considered more form than substance.

We do not have a policy regarding the consideration of any director candidates which may be recommended by our stockholders, including the minimum qualifications for director candidates, nor has our Board of Directors established a process for identifying and evaluating director nominees. We have not adopted a policy regarding the handling of any potential recommendation of director candidates by our stockholders, including the procedures to be followed. Our Board has not considered or adopted any of these policies as we have never received a recommendation from any stockholder for any candidate to serve on our Board of Directors. Given our relative size and lack of directors and officers insurance coverage, we do not anticipate that any of our stockholders will make such a recommendation in the near future. While there have been no nominations of additional directors proposed, in the event such a proposal is made; all members of our Board will participate in the consideration of director nominees.

None of our directors is an "audit committee financial expert" within the meaning of Item 401(e) of Regulation S-B. In general, an "audit committee financial expert" is an individual member of the audit committee or Board of Directors who:

- o understands generally accepted accounting principles and financial statements,

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- o is able to assess the general application of such principles in connection with accounting for estimates, accruals and reserves,
- o has experience preparing, auditing, analyzing or evaluating financial statements comparable to the breadth and complexity to our financial statements,
- o understands internal controls over financial reporting, and
- o understands audit committee functions.

Our Board of Directors is comprised of individuals who were integral to our formation and who are involved in our day to day operations. While we would prefer that one or more of our directors be an audit committee financial expert, none of these individuals who have been key to our development have professional backgrounds in finance or accounting. As with most small, early stage companies

until such time our company further develops its business, achieves a stronger revenue base and has sufficient working capital to purchase directors and officers insurance, we do not have any immediate prospects to attract independent directors. When we are able to expand our Board of Directors to include one or more independent directors, we intend to establish an Audit Committee of our Board of Directors. It is our intention that one or more of these independent directors will also qualify as an audit committee financial expert. Our securities are not quoted on an exchange that has requirements that a majority of our Board members be independent and we are not currently otherwise subject to any law, rule or regulation requiring that all or any portion of our Board of Directors include "independent" directors, nor are we required to establish or maintain an Audit Committee or other committee of our Board of Directors.

WE DO NOT HAVE ANY INDEPENDENT DIRECTORS AND WE HAVE NOT VOLUNTARILY IMPLEMENTED VARIOUS CORPORATE GOVERNANCE MEASURES, IN THE ABSENCE OF WHICH, STOCKHOLDERS MAY HAVE MORE LIMITED PROTECTIONS AGAINST INTERESTED DIRECTOR TRANSACTIONS, CONFLICTS OF INTEREST AND SIMILAR MATTERS.

Recent Federal legislation, including the Sarbanes-Oxley Act of 2002, has resulted in the adoption of various corporate governance measures designed to promote the integrity of the corporate management and the securities markets. Some of these measures have been adopted in response to legal requirements. Others have been adopted by companies in response to the requirements of national securities exchanges, such as the NYSE or The NASDAQ Stock Market, on which their securities are listed. Among the corporate governance measures that are required under the rules of national securities exchanges are those that address Board of Directors ' independence, audit committee oversight, and the adoption of a code of ethics. Our Board of Directors is comprised of one individual who is also our executive officer. Our executive officer makes decisions on all significant corporate matters such as the approval of terms of the compensation of our executive officer and the oversight of the accounting functions.

Although we have adopted a Code of Ethics and Business Conduct we have not yet adopted any of these other corporate governance measures and, since our securities are not yet listed on a national securities exchange, we are not required to do so. We have not adopted corporate governance measures such as an audit or other independent committees of our Board of Directors as we presently do not have any independent directors. If we expand our board membership in future periods to include additional independent directors, we may seek to establish an audit and other committees of our Board of Directors. It is

possible that if our Board of Directors included independent directors and if we were to adopt some or all of these corporate governance measures, stockholders would benefit from somewhat greater assurances that internal corporate decisions were being made by disinterested directors and that policies had been implemented to define responsible conduct. For example, in the absence of audit,

nominating and compensation committees comprised of at least a majority of independent directors, decisions concerning matters such as compensation packages to our senior officers and recommendations for director nominees may be made by a majority of directors who have an interest in the outcome of the matters being decided. Prospective investors should bear in mind our current lack of corporate governance measures in formulating their investment decisions.

CODE OF BUSINESS CONDUCT AND ETHICS

In November 2008, we adopted a Code of Ethics and Business Conduct which is applicable to our employees and which also includes a Code of Ethics for our President and principal financial officers and persons performing similar functions. A code of ethics is a written standard designed to deter wrongdoing and to promote

- o honest and ethical conduct,
- o full, fair, accurate, timely and understandable disclosure in regulatory filings and public statements,
- o compliance with applicable laws, rules and regulations,
- o the prompt reporting violation of the code, and
- o accountability for adherence to the code.

We have filed, as an exhibit, our adopted Code of Ethics and Business Conduct

BACKGROUND OF OFFICERS AND DIRECTORS

TAMMI SHNIDER, PRESIDENT, CEO, DIRECTOR, SECRETARY/TREASURER

RESUME TAMMI SHNIDER

In 1998, Mrs. Shnider graduated from the University of Miami with a degree in Law. From 2002 to present - Mrs. Shnider has been a stay-at-home mom raising two (2) children and a consultant in the field of law.

CONFLICTS OF INTEREST

The only conflict that we foresee is Mrs. Shnider's devotion of time to projects that do not involve us. In the event that Mrs. Shnider ceases devoting time to our operations, she has agreed to resign as an officer and director.

EXECUTIVE COMPENSATION

SUMMARY OF COMPENSATION

We did not pay any salaries in 2008. We do not anticipate beginning to pay salaries until we have adequate funds to do so. There are no stock option plans,

retirement, pension, or profit sharing plans for the benefit of our officers and director other than as described herein.

REMUNERATION OF DIRECTORS AND OFFICERS

The following table sets forth the remuneration of our sole director and officer for the period from inception through December 31 ,2008.

NAME OF INDIVIDUAL -----	CAPACITIES IN WHICH AGGREGATE REMUNERATION WAS RECEIVED -----	
Tammi Shnider	Sole Executive Officer and Director	\$0

We have no employment agreements with our sole Executive Officer and Director. We will not pay compensation to Directors for attendance at meetings. We will reimburse the Directors for reasonable expenses incurred during the course of their performance.

DIRECTOR COMPENSATION

Mrs. Tammi Shnider, a member of our Board of Directors, is also our executive officer. We do not pay fees to directors for attendance at meetings of the Board of Directors or of committees; however, we may adopt a policy of making such payments in the future. We will reimburse out-of-pocket expenses incurred by directors in attending board and committee meetings.

LONG-TERM INCENTIVE PLAN AWARDS

We do not have any long-term incentive plans that provide compensation intended to serve as incentive for performance.

EMPLOYMENT AGREEMENTS

At this time, GIFT CARD DIGEST CORP. has not entered into any employment agreements with our sole officer and director. If there is sufficient cash flow available from our future operations, the company may in the future enter into employment agreements with our sole officer and director, or future key staff members.

INDEMNIFICATION

Regarding indemnification for liabilities arising under the Securities Act of 1933, which may be permitted to directors or officers under Florida law, we are informed that, in the opinion of the Securities and Exchange Commission, indemnification is against public policy, as expressed in the Act and is, therefore, unenforceable.

PRINCIPAL STOCKHOLDERS

The following table sets forth, as of the date of this prospectus, the total number of shares owned beneficially by our sole officer and director, and key employees, individually and as a group, and the present owners of 5% or more of our total outstanding shares. The table also reflects what his ownership will be assuming completion of the sale of all shares in this offering. The stockholder listed below has direct ownership of his shares and possesses sole voting and dispositive power with respect to the shares.

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Name and address Beneficial Ownership -----	Number of Shares Before Offering -----	Number of Shares after offering assuming all of the shares are sold -----	Percentage of ownership after offering assuming all of the shares are sold -----
Tammi Shnider 3764 Moon Bay Circle Wellington, FL 33414	9,000,000 (1) (2)	9,000,000	75%
All Officers and Directors as a Group (1 person) -----	9,000,000	9,000,000	75%

(1) The person named above may be deemed to be a "parent" and "promoter" of our company, within the meaning of such terms under the Securities Act of 1933, as amended, by virtue of his direct and indirect stock holdings. Mrs. Shnider is the only "promoter" of our company.

(2) Includes 3,600,000 common shares held as custody for minor aged children under the Florida's gifts to minor act.

On November 18, 2008, a total of 9,000,000 shares of common stock were issued to our sole officer and director, all of which are restricted securities, as defined in Rule 144 of the Rules and Regulations of the SEC promulgated under the Securities Act. Under Rule 144, the shares can be publicly sold, subject to volume restrictions and restrictions on the manner of sale, commencing one year after their acquisition. Under Rule 144, a shareholder can sell up to 1% of total outstanding shares every three months in brokers' transactions.

Shares purchased in this offering, which will be immediately resalable, and sales of all of our other shares after applicable restrictions expire, could have a depressive effect on the market price, if any, of our common stock and the shares we are offering.

Our sole officer and director will continue to own the majority of our common stock after the offering, regardless of the number of shares sold. Since she will continue control our company after the offering, investors in this offering will be unable to change the course of our operations. Thus, the shares we are offering lack the value normally attributable to voting rights. This could result in a reduction in value of the shares you own because of their ineffective voting power. None of our common stock is subject to outstanding options, warrants, or securities convertible into common stock.

The company is hereby registering 3,000,000 of its common shares, in addition to the 9,000,000 shares currently issued and outstanding. The price per share is \$0.01 and will remain so unless and until the shares are quoted on the Over-The-Counter (OTC) Bulletin Board or an exchange. The company may sell at prevailing market prices or privately negotiated prices only after the shares are quoted on either the OTC Bulletin Board or an exchange (please see "Plan of Distribution" below).

In the event the company receives payment for the sale of their shares, GIFT CARD DIGEST CORP. will receive all of the proceeds from such sales. GIFT CARD DIGEST CORP. is bearing all expenses in connection with the registration of the shares of the company.

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DESCRIPTION OF SECURITIES

COMMON STOCK

The authorized common stock is one hundred million (100,000,000) shares with a par value of \$.001 for an aggregate par value of one hundred thousand dollars (\$100,000).

- o have equal ratable rights to dividends from funds legally available if and when declared by our Board of Directors;
- o are entitled to share ratably in all of our assets available for distribution to holders of common stock upon liquidation, dissolution or winding up of our affairs;
- o do not have preemptive, subscription or conversion rights and there are no redemption or sinking fund provisions or rights;
- o and are entitled to one non-cumulative vote per share on all matters on which stockholders may vote.

NON-CUMULATIVE VOTING

Holders of shares of our common stock do not have cumulative voting rights, which means that the holders of more than 50% of the outstanding shares, voting

for the election of directors, can elect all of the directors to be elected, if they so choose, and, in that event, the holders of the remaining shares will not be able to elect any of our directors. After this offering is completed, present stockholders will own approximately 75% of our outstanding shares.

CASH DIVIDENDS

As of the date of this prospectus, we have not declared or paid any cash dividends to stockholders. The declaration of any future cash dividend will be at the discretion of our Board of Directors and will depend upon our earnings, if any, our capital requirements and financial position, our general economic conditions, and other pertinent conditions. It is our present intention not to pay any cash dividends in the foreseeable future, but rather to reinvest earnings, if any, in our business operations.

REPORTING

After we complete this offering, we will not be required to furnish you with an annual report. Further, we will not voluntarily send you an annual report. We will be required to file reports with the SEC under section 15(d) of the Securities Act. The reports will be filed electronically. The reports we will be required to file are Forms 10-KSB, 10-QSB, and 8-K. You may read copies of any materials we file with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains an Internet site that will contain copies of the reports we file electronically. The address for the Internet site is www.sec.gov.

STOCK TRANSFER AGENT

We have not engaged the services of a transfer agent at this time. However, within the next twelve months we anticipate doing so. Until such a time a transfer agent is retained, GIFT CARD DIGEST CORP. will act as its own transfer agent.

STOCK OPTION PLAN

The Board of Directors of GIFT CARD DIGEST CORP. has not adopted a stock option plan ("Stock Option Plan"). The company has no plans to adopt a stock option plan but may choose to do so in the future. If such a plan is adopted, this plan may be administered by the board or a committee appointed by the board (the "Committee"). The committee would have the power to modify, extend or renew outstanding options and to authorize the grant of new options in substitution therefore, provided that any such action may not, without the written consent of the optionee, impair any rights under any option previously granted. GIFT CARD DIGEST CORP. may develop an incentive based stock option plan for its officers and directors and may reserve up to 10% of its outstanding shares of common stock for that purpose.

LITIGATION

We are not a party to any pending litigation and none is contemplated or threatened.

EXPERTS

Our financial statements have been audited for the period ending December 31, 2008 by Lake & Associates CPA's LLC as set forth in their report included in this prospectus. Their report is given upon their authority as experts in accounting and auditing.

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GIFT CARD DIGEST CORP.
(A DEVELOPMENT STAGE COMPANY)

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and
Stockholders of GIFT CARD DIGEST CORP.

We have audited the accompanying balance sheet of GIFT CARD DIGEST CORP. (a development stage enterprise) (the "Company") as of December 31, 2008 and related statements of operations, stockholders' deficit, and cash flows for the period November 18, 2008 (inception) through December 31, 2008. These financial statements are the responsibility of the company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to

have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of GIFT CARD DIGEST CORP. (a Florida corporation) as of December 31, 2008 and the results of its operations and its cash flows for the period November 18, 2008 (inception) through December 31, 2008, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed further in Note 3, the Company has been in the development stage since its inception (November 18, 2008) and continues to incur significant losses. The Company's viability is dependent upon its ability to obtain future financing and the success of its future operations. These factors raise substantial doubt as to the Company's ability to continue as a going concern. Management's plan in regard to these matters is also described in Note 3. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Lake & Associates, CPA's LLC
 Lake & Associates, CPA's LLC
 Boca Raton, FL
 January 16, 2009

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GIFT CARD DIGEST CORP.
 (A DEVELOPMENT STAGE COMPANY)
 BALANCE SHEET
 AS OF DECEMBER 31, 2008

ASSETS	2008

CURRENTS ASSETS	\$ -
INTELLECTUAL PROPERTIES (Website)-net	5,834
	=====

TOTAL ASSETS	5,834 =====
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)	
CURRENT LIABILITIES	
Accrued Liabilities	-

TOTAL CURRENT LIABILITIES	-
STOCKHOLDERS' EQUITY (DEFICIT)	
Capital Stock (Note 3)	
Shares authorized; 100,000,000 common shares, \$0.001 par value	
Issued and outstanding shares: 9,000,000	9,000
Deficit accumulated during the development stage	(3,166)

TOTAL STOCKHOLDERS' DEFICIT	-
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	\$ 5,834 =====

The accompanying notes are an integral part of these financial statements.

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GIFT CARD DIGEST CORP.
(A DEVELOPMENT STAGE COMPANY)
STATEMENT OF OPERATIONS
FOR THE PERIOD NOVEMBER 15, 2008 (INCEPTION) THROUGH DECEMBER 31, 2008

	For the period September 17, 2008 through December 31, 2008 -----
REVENUES	
Sales	\$ -
Cost of Sales	-

Gross Profit	-
OPERATING EXPENSES	
Administrative and General	500
Depreciation and amortization	166
Accounting expense	2,500

TOTAL OPERATING EXPENSES	3,166
LOSS FROM OPERATIONS	(3,166)
OTHER INCOME	
Interest Income	-
TOTAL OTHER INCOME	-
NET OPERATING INCOME (LOSS) BEFORE INCOME TAXES	(3,166)
PROVISION FOR INCOME TAXES	-
NET INCOME (LOSS)	(3,166)
BASIC AND DILUTED NET LOSS PER SHARE	**
WEIGHTED AVERAGE NUMBER OF SHARES OUTSTANDING	9,000,000

The accompanying notes are an integral part of these financial statements.

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GIFT CARD DIGEST CORP.
(A DEVELOPMENT STAGE COMPANY)
STATEMENT OF CASH FLOWS
FOR THE PERIOD NOVEMBER 15, 2008 (INCEPTION) THROUGH DECEMBER 31, 2008

For the period
November 15, 2008
through
December 31, 2008

CASH FLOWS FROM OPERATING ACTIVITIES	
Net Income (Loss)	\$(3,166)
Adjustments to reconcile net loss to net cash used in operations:	
Depreciation and Amortization	166
Common stock issued for services	-
Changes in operating liabilities and assets:	
Acquisition of intellectual property	(6,000)

NET CASH USED IN OPERATING ACTIVITIES	(9,000)

CASH FLOWS FROM FINANCING ACTIVITIES	
Common Stock issued	9,000

Net cash provided by financing activities	9,000

NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	-
CASH AND CASH EQUIVALENTS	
Beginning of Period	-
End of Period	-
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION	
Cash paid for interest	-
Cash paid for income taxes	-

The accompanying notes are an integral part of these financial statements.

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GIFT CARD DIGEST CORP.
(A DEVELOPMENT STAGE COMPANY)
STATEMENT OF STOCKHOLDERS' EQUITY (DEFICIT)
FOR THE PERIOD NOVEMBER 15, 2008 (INCEPTION) THROUGH DECEMBER 31, 2008

Par Value of \$0.001	Common Stock		Retained	
-----	Shares	Amount	Earnings	Total
-----	-----	-----	(Deficit)	-----
Balance at November 15, 2008 (date of inception)	-	\$ -	\$ -	\$ -
Common Stock issued	9,000,000	9,000	-	9,000
Net loss for the year	-	-	(3,166)	(3,166)

Balance December 31, 2008	9,000,000	9,000	(3,166)	5,834
	=====	=====	=====	=====

The accompanying notes are an integral part of these financial statements.

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GIFT CARD DIGEST CORP.
(A DEVELOPMENT STAGE COMPANY)
NOTES TO FINANCIAL STATEMENTS
FROM INCEPTION (NOVEMBER 15, 2008) THROUGH DECEMBER 31, 2008

NOTE 1 ORGANIZATION

GIFT CARD DIGEST CORP. (a development stage enterprise) (the Company) was formed on November 15, 2008 in the State of Florida. The Company's activities to date have been primarily directed towards the raising of capital and seeking business opportunities.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation - Development Stage Company

The Company has not earned any revenue from operations. Accordingly, the Company's activities have been accounted for as those of a "Development Stage Enterprise" as set forth in Financial Accounting Standards Board Statement No. 7 ("SFAS 7"). Among the disclosures required by SFAS 7 are that the Company's financial statements be identified as those of a development stage company, and that the statements of operations, stockholders' equity and cash flows disclose activity since the date of the Company's inception.

Accounting Method

The Company's financial statements are prepared using the accrual method of accounting. The Company has elected a fiscal year ending on December 31.

Income Taxes

The Company accounts for income taxes under the Financial Accounting Standards Board (FASB) Statement No. 109, ("Accounting for Income Taxes" "Statement 109"). Under Statement 109, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. Under Statement 109, the effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. There were no current or deferred income tax expense or benefits due to the Company not having any material operations for the period ended December 31, 2008.

GIFT CARD DIGEST CORP.
(A DEVELOPMENT STAGE COMPANY)
NOTES TO FINANCIAL STATEMENTS
FROM INCEPTION (NOVEMBER 15, 2008) THROUGH DECEMBER 31, 2008

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES-CONT'D

Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Determination of fair values involves subjective judgment and estimates not susceptible to substantiation by auditing procedures. Accordingly, under current auditing standards, the notes to our financial statements will refer to the uncertainty with respect to the possible effect of such valuations, and any change in such valuations, on our financial statements.

Basic Loss Per Common Share

Basic loss per common share has been calculated based on the weighted average number of shares outstanding during the period after giving retroactive effect to stock splits. There are no dilutive securities at December 31, 2008 for purposes of computing fully diluted earnings per share.

Share-Based Payments

The valuation provisions of SFAS 123R apply to new awards and to awards that are outstanding on the effective date (or date of adoption) and subsequently modified or cancelled; prior periods are not revised for comparative purposes. Estimated compensation expense for awards outstanding on the effective date will be recognized over the remaining service period using the compensation cost calculated for pro forma disclosure under FASB Statement No. 123, "Accounting for Stock-Based Compensation".

GIFT CARD DIGEST CORP.
(A DEVELOPMENT STAGE COMPANY)
NOTES TO FINANCIAL STATEMENTS
FROM INCEPTION (NOVEMBER 15, 2008) THROUGH DECEMBER 31, 2008

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES-CONT'D

Fair value of Financial Instruments

Financial instruments consist principally of cash, trade and related party payables, accrued liabilities, short-term obligations and notes payable. The carrying amounts of such financial instruments in the accompanying balance sheets approximate their fair values due to their relatively short-term nature. It is management's opinion that the Company is not exposed to any significant currency or credit risks arising from these financial instruments.

Related Parties

Related parties, which can be a corporation, individual, investor or another entity are considered to be related if the party has the ability, directly or indirectly, to control the other party or exercise significant influence over the Company in making financial and operating decisions. Companies are also considered to be related if they are subject to common control or common significant influence. The Company has these relationships.

Impact of New Accounting Standards

In February 2008, the FASB issued Statement of Financial Accounting Standard No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities" ("SFAS No. 159"). This statement permits entities to choose to measure many financial instruments and certain other items at fair value. Companies should report unrealized gains and losses on items for which the fair value option has been elected in earnings at each subsequent reporting date. This statement is effective as of the beginning of an entity's first fiscal year that begins after November 15, 2008. The Company is currently assessing the potential impact, if any, for the adoption of SFAS No.159 on its financial statements

In December 2008, the FASB issued two new statements: (a.) SFAS No. 141(revised 2008), Business Combinations, and (b.) No. 160, Noncontrolling Interests in Consolidated Financial Statements. These statements are effective for fiscal years beginning after December 15, 2008 and the application of these standards will improve, simplify and converge internationally the accounting for business combinations and the reporting of noncontrolling interests in consolidated financial statements. The Company is in the process of evaluating the impact, if any, on SFAS 141 (R) and SFAS 160 and does not anticipate that the adoption of these standards will have any impact on its financial

GIFT CARD DIGEST CORP.
(A DEVELOPMENT STAGE COMPANY)
NOTES TO FINANCIAL STATEMENTS
FROM INCEPTION (NOVEMBER 15, 2008) THROUGH DECEMBER 31, 2008

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES-CONT'D

Impact of New Accounting Standards-cont'd

(a.) SFAS No. 141 (R) requires an acquiring entity in a business combination to: (i) recognize all (and only) the assets acquired and the liabilities assumed in the transaction, (ii) establish an acquisition-date fair value as the measurement objective for all assets acquired and the liabilities assumed, and (iii) disclose to investors and other users all of the information they will need to evaluate and understand the nature of, and the financial effect of, the business combination, and, (iv) recognize and measure the goodwill acquired in the business combination or a gain from a bargain purchase.

(b.) SFAS No. 160 will improve the relevance, comparability and transparency of financial information provided to investors by requiring all entities to: (i) report noncontrolling (minority) interests in subsidiaries in the same manner, as equity but separate from the parent's equity, in consolidated financial statements, (ii) net income attributable to the parent and to the non-controlling interest must be clearly identified and presented on the face of the consolidated statement of income, and (iii) any changes in the parent's ownership interest while the parent retains the controlling financial interest in its subsidiary be accounted for consistently.

(c.) SFAS No. 161 expresses concerns that the existing disclosure requirements in FASB Statement No. 133, Accounting for Derivative Instruments and Hedging Activities, do not provide adequate information about how derivatives and hedging activities effect an entity's financial position, financial performance and cash flows. Accordingly, this Statement requires enhanced disclosures about an entity's derivative and hedging activities and thereby improves the transparency of financial reporting. This Statement is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008. The Company is in the process of evaluating the impact, if any, on SFAS 161 and does not anticipate that the adoption of these standards will have any impact on its financial statements.

(d.) SFAS 162, identifies the sources of accounting principles and the framework for selecting the principles to be used in the preparation of financial statements of nongovernmental entities that are presented in conformity with generally accepted accounting principles (GAAP) in the United States (the GAAP hierarchy).

The current GAAP hierarchy, as set forth in the American Institute of Certified Public Accountants (AICPA) Statement on Auditing Standards No. 69, The Meaning of Present Fairly in Conformity With Generally Accepted Accounting Principles, has been criticized because (1) it is directed to the auditor rather than the entity, (2) it is complex, and (3) it ranks FASB Statements of Financial Accounting Concepts, which are subject to the same level of due process as FASB Statements of Financial Accounting Standards, below industry practices that are widely recognized as generally accepted but that are not subject to due process.

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GIFT CARD DIGEST CORP.
(A DEVELOPMENT STAGE COMPANY)
NOTES TO FINANCIAL STATEMENTS
FROM INCEPTION (NOVEMBER 15, 2008) THROUGH DECEMBER 31, 2008

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES-CONT'D

Impact of New Accounting Standards-cont'd

The Board believes that the GAAP hierarchy should be directed to entities because it is the entity (not its auditor) that is responsible for selecting accounting principles for financial statements that are presented in conformity with GAAP. Accordingly, the Board concluded that the GAAP hierarchy should reside in the accounting literature established by the FASB and is issuing this Statement to achieve that result.

This Statement is effective 60 days following the SEC's approval of the Public Company Accounting Oversight Board amendments to AU Section 411, The Meaning of Present Fairly in Conformity With Generally Accepted Accounting Principles. The Company is in the process of evaluating the impact, if any, of SFAS 162 and does not anticipate that the adoption of these standards will have any impact on its financial statements.

NOTE 3 GOING CONCERN

The Company's financial statements are prepared using accounting principles generally accepted in the United States of America applicable to a going concern that contemplates the realization of assets and liquidation of liabilities in the normal course of business. The Company has not established any source of revenue to cover its operating costs. The Company will engage in very limited activities without incurring any liabilities that must be satisfied in cash until a source of funding is secured. The Company will offer noncash consideration and seek equity lines as a means of financing its operations.

If the Company is unable to obtain revenue producing contracts or financing or if the revenue or financing it does obtain is insufficient to cover

any operating losses it may incur, it may substantially curtail or terminate its operations or seek other business opportunities through strategic alliances, acquisitions or other arrangements that may dilute the interests of existing stockholders.

NOTE 4 INCOME TAXES

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to reverse. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the statement of operations in the period that includes the enactment date.

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GIFT CARD DIGEST CORP.
(A DEVELOPMENT STAGE COMPANY)
NOTES TO FINANCIAL STATEMENTS
FROM INCEPTION (NOVEMBER 15, 2008) THROUGH DECEMBER 31, 2008

NOTE 4 INCOME TAXES-CONT'D

There is no provision for income taxes due to continuing losses. At December 31, 2008, the Company has net operating loss carryforwards for tax purposes of approximately \$3,000, which expire through 2029. The Company has recorded a valuation allowance that fully offsets deferred tax assets arising from net operating loss carryforwards because the likelihood of the realization of the benefit cannot be established. The Internal Revenue Code contains provisions that may limit the net operating loss carryforwards available if significant changes in stockholder ownership of the Company occur.

NOTE 5 WEBSITE DEVELOPMENT COSTS

The Company has capitalized costs in acquiring their website which consisted of the following at December 31:

	2008

Web site costs	\$ 6,000
Accumulated Amortization	(166)

Web site costs, Net	\$ 5,834
	=====

The Company began amortizing the website costs, using the straight-line method over the estimated useful life of 3 years, once it was put into service in November of 2008.

Amortization expense was \$166 for the year ended December 31, 2008.

NOTE 6 RELATED PARTY TRANSACTIONS

On November 15, 2008, the company issued 9,000,000 shares to Tammi Shnider, its sole shareholder and officer and director for the amount of \$9,000.

On November 15, 2008, the company entered into an agreement to acquire the intellectual property (www.giftcarddigest.com) for \$6,000 including all rights, title and interest.

The Company does not lease or rent any property. Office space and services are provided without charge by a director and shareholder. Such costs are immaterial to the financial statements and, accordingly, have not been reflected therein. The officers and directors of the Company are involved in other business activities and may, in the future, become involved in other business opportunities. If a specific business opportunity becomes available, such persons may face a conflict in selecting between the Company and their other business interests. The Company has not formulated a policy for the resolution of such conflicts.

NOTE 7 EQUITY

On November 15, 2008, the company issued 9,000,000 shares at \$.001 per share to Tammi Shnider, its sole shareholder, officer and director for the amount of \$9,000.

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DEALER PROSPECTUS DELIVERY OBLIGATION

Until _____, (90 days after the effective date of this prospectus) all dealers that effect transactions in these securities whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealer obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II. INFORMATION NOT REQUIRED IN THE PROSPECTUS

OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The registrant will pay for all expenses incurred by this offering. Whether or not all of the offered shares are sold, these expenses are estimated as follows:

SEC Filing Fee and Printing ..	\$ 1,000*
Transfer Agent	0

TOTAL	\$ 1,000

* estimate

RECENT SALES OF UNREGISTERED SECURITIES

(a) Prior sales of common share

GIFT CARD DIGEST CORP. is authorized to issue up to 100,000,000 shares of common stock with a par value of \$0.0001. As of December 31, 2008, we had issued 9,000,000 common shares to Tammi Shnider, our sole officer and director for a total consideration of \$9,000.

GIFT CARD DIGEST CORP. is not listed for trading on any securities exchange in

the United States, and there has been no active market in the United States or elsewhere for the common shares.

During the past year, GIFT CARD DIGEST CORP. has sold the following securities which were not registered under the Securities Act of 1933, as amended:

EXHIBITS

The following exhibits are filed as part of this registration statement, pursuant to Item 601 of Regulation K. All exhibits have been previously filed unless otherwise noted.

EXHIBIT NO. -----	DOCUMENT DESCRIPTION -----
3.1	Articles of Incorporation of GIFT CARD DIGEST CORP.
3.2	By-laws of Gift Card Digest Corp.
4.1	Specimen Stock Certificate of GIFT CARD DIGEST CORP.
10.1	Agreement with BSP Rewards Inc.
10.2	Purchase agreement of www.giftcarddigest.com
14.1	Code of Ethics
23.1	Consent of Accountants.

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(b) DESCRIPTION OF EXHIBITS

*EXHIBIT 3.1

Articles of Incorporation of GIFT CARD DIGEST CORP., Inc. dated November 18, 2008

*EXHIBIT 3.2

By-laws of Gift Card Digest Corp dated November 15, 2008.

*EXHIBIT 4.1

Specimen Stock Certificate of GIFT CARD DIGEST CORP.

EXHIBIT 10.1

Member Provider With Site Agreement Dated November 16, 2008

Agreement between GIFT CARD DIGEST CORP. and BSP Rewards Inc. for the services provided including, but not limited to the various gift cards.

EXHIBIT 10.2

Purchase agreement for www.giftcarddigest.com dated November 15, 2008

EXHIBIT 14.1

Code of Ethics dated November 18, 2008

EXHIBIT 23.1

Consent of Accountants, regarding the use in this Registration Statement of their auditors' report on the financial statements of GIFT CARD DIGEST CORP. for the period ending December 31, 2008.

UNDERTAKINGS

Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the "Act") may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy and as expressed in the Act and is, therefore, unenforceable.

The Company hereby undertakes to:

(1) File, during any period in which it offers or sells securities, a post-effective amendment to this registration statement to:

i. Include any prospectus required by Section 10(a)(3) of the Securities Act;

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ii. Reflect in the prospectus any facts or events which, individually or together, represent a fundamental change in the information in the registration statement.

iii. Include any additional or changed material information on the plan of distribution.

(2) For determining liability under the Securities Act, treat each post-effective amendment as a new registration statement of the securities offered, and the offering of the securities at that time to be the initial bona fide offering.

(3) File a post-effective amendment to remove from registration any of the securities that remain unsold at the end of the offering.

(4) For determining any liability under the Securities Act, treat the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Company under Rule 424(b)(1) or (4) or 497(h) under the Securities Act as part of this registration statement as of the time the Commission declared it effective.

(5) For determining any liability under the Securities Act, treat each post-effective amendment that contains a form of prospectus as a new registration statement for the securities offered in the registration statement, and that offering of the securities at that time as the initial bona fide offering of those securities.

(6) Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the "Act") may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised by the Securities and Exchange Commission that such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable.

In the event that a claim for indemnification against such liabilities (other than the payment by us of expenses incurred or paid by one of our directors, officers or controlling persons in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by us is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements of filing on this Form S-1. Furthermore, the registrant has authorized this registration statement and has duly caused this Form S-1 registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Margate, Florida, on this 26 day of January 2009.

GIFT CARD DIGEST CORP.

/s/ TAMMI SHNIDER

TAMMI SHNIDER
President and Director
Principal Executive Officer

Principal Financial Officer
Principal Accounting Officer

Know all men and women by these present, that each person whose signature appears below constitutes and appoints Tammi Shnider, as agent, with full power of substitution, for her and in her name, place and stead, in any and all capacities, to sign any and all amendments, including post-effective amendments, to this registration statement, and to file the same, therewith, with the Securities and Exchange Commission, and to make any and all state securities law filings, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite or necessary to be done in about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying the confirming all that said attorney-in-fact and agent, or any substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Form S-1 registration statement has been signed by the following persons in the capacities and on the dates indicated:

/s/ TAMMI SHNIDER

January 26, 2009

TAMMI SHNIDER
President and Director
Principal Executive Officer
Principal Financial Officer
Principal Accounting Officer

EXHIBIT 3.1

ELECTRONIC ARTICLES OF INCORPORATION

P08000102381

FOR

FILED
NOVEMBER 18, 2008

GIFT CARD DIGEST CORP.

SEC. OF STATE

jshivers

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

ARTICLE I

The name of the corporation is:

GIFT CARD DIGEST CORP.

ARTICLE II

The principal place of business address:

5100 WEST
COPANS ROAD
SUITE 810
MARGATE, FL. 33063

The mailing address of the corporation is:

5100 WEST
COPANS ROAD
SUITE 810
MARGATE, FL. 33063

ARTICLE III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

100,000,000

Article V

The name and Florida street address of the registered agent is:

STEVEN ADELSTEIN

7076 SPYGLASS AVE.
PARKLAND, FL. 33076

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P08000102381
FILED
NOVEMBER 18, 2008
SEC. OF STATE
jshivers

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: STEVEN ADELSTEIN

ARTICLE VI

The name and address of the incorporator is:

STEVEN ADELSTEIN
7076 SPYGLASS AVE.
PARKLAND FL. 33076

Incorporator Signature: STEVEN ADELSTEIN

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P,D
TAMMI SHNIDER
3764 MOON BAY CIRCLE
WELLINGTON, FL. 33414

Article VIII

The effective date for this corporation shall be:

11/15/2008

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EXHIBIT 3.2

CORPORATE BYLAWS

These are the bylaws of Gift Card Digest Corp., a Florida corporation.

ARTICLE I: MEETINGS OF SHAREHOLDERS

1. The meeting of shareholders will be held on the from time to time as determined by the Board of Directors.
2. At the meeting, the shareholders will elect a board of one director and may take any other shareholder action permitted by state law.
3. A special meeting of the shareholders may be called at any time by the president.
4. At least 15 days before an annual or special meeting, the secretary will send a notice of the meeting to each shareholder. The notice must be sent by first class mail and must state the time and place of the meeting. For a special meeting, the notice must also include the purposes of the meeting; no action can be taken at a special meeting except as stated in the notice, unless all shareholders consent.
5. Shareholders may attend a meeting either in person or by proxy. A quorum of shareholders at any shareholders meeting will consist of the owners of a majority of the shares outstanding. If a quorum is present, the shareholders may adjourn from day to day as they see fit, and no notice of such adjournment need be given. If a quorum is not present, the shareholders present in person or by proxy may adjourn to such future time as they agree upon; notice of such adjournment must be mailed to each shareholder at least 15 days before such adjourned meeting.
6. Each shareholder, whether represented in person or by proxy, is entitled to one vote for each share of stock standing in his or her name on the books of the company.
7. Proxies must be in writing.
8. Shareholders' actions require the assent of a majority of the corporate shares that have been issued, but if state law requires a greater number of votes, that law will prevail.
9. Shareholders may, by written consent, take any action required or permitted to be taken at an annual or special meeting of shareholders. Such action may be taken without prior notice to shareholders. The written consent must:
 - o state the action taken, and

- o be signed and dated by the owners of shares having at least the number of votes that would be needed to take such action at a meeting.

If the written consent is not signed by all shareholders, the secretary will within three days send a copy of the written consent to the shareholders who did not sign it.

ARTICLE II: STOCK

1. Stock certificates must be signed by the president and secretary of the corporation.
2. The name of the person owning shares represented by a stock certificate, the number of shares owned and the date of issue will be entered in the corporation's books.
3. All stock certificates transferred by endorsement must be surrendered for cancellation. New certificates will be issued to the purchaser or assignee.
4. Shares of stock can be transferred only on the books of the corporation and only by the secretary.

ARTICLE III: BOARD OF DIRECTORS

1. The board of directors will manage the business of the corporation and will exercise all of the powers that may be exercised by the corporation under the statutes of the State of Florida, the articles of incorporation or the corporate bylaws.
2. A vacancy on the board of directors by reason of death, resignation or other causes may be filled by the remaining directors, or the board may leave the position unfilled, in which case it will be filled by a vote of the shareholders at a special meeting or at the next annual meeting. During periods when there is an unfilled vacancy on the board of directors, actions taken by the remaining directors will constitute actions of the board.
3. The board of directors will meet annually, immediately following the annual meeting of shareholders. The board of directors may also hold other regular meetings, at times and places to be fixed by unanimous agreement of the board. At annual or regular meetings, the board may take any actions allowed by law or these bylaws. Special meetings may be called by president giving 15 days' written notice to all directors. A notice of a special meeting must be sent by first class mail, and must state the time, place and purposes of the meeting; no action can be taken at a special meeting of directors except as stated in the notice, unless all directors consent.
4. A quorum for a meeting will consist of one director.

5. Directors will act only by unanimous assent of the directors.

6. The directors will not be compensated for serving as such. A director may, however, serve in other capacities with the corporation and receive compensation for such service.

7. Directors may, by written consent, take any action required or permitted to be taken at a directors' meeting. Such action may be taken without prior notice to the directors. The written consent must:

- o state the action taken, and
- o be signed and dated by at least the number of directors whose votes would be needed to take such action at a meeting.

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If the written consent is not signed by all directors, the secretary will within three days send a copy of the written consent to the directors who did not sign it.

8. Directors may meet or participate in meetings by telephone or other electronic means as long as all directors are continuously able to communicate with one another.

ARTICLE IV: OFFICERS

1. The officers of the corporation will consist of:

- o a president
- o a secretary

and any other officers that the board of directors may appoint.

2. The president will preside at all meetings of the directors and shareholders, and will have general charge of the business of the corporation, subject to approval of the board of directors.

3. In case of the death, disability or absence of the president, the secretary will perform and be vested with all the duties and powers of the president.

4. The secretary will keep the corporate records, including minutes of shareholders' and directors' meetings and consent resolutions. The secretary will give notice, as required in these bylaws, of shareholders' and directors' meetings.

5. The president will keep accounts of all moneys of the corporation received or disbursed, and will deposit all moneys and valuables in the name of the corporation in the banks and depositories that the directors designate. Checks against company accounts will be signed as directed by the board of directors.

6. The salaries of all officers will be fixed by the board of directors and may be changed from time to time by the board of directors.

ARTICLE V: FISCAL

1. The books of the corporation will be closed at a date to be selected by the directors prior to the filing of the first income tax return due from the corporation. The books will be kept on an accrual basis.

2. Within 75 days after the corporation's fiscal year ends, the president will provide each shareholder with a financial statement for the corporation.

ARTICLE VI: AMENDMENTS

Any of these bylaws may be amended or repealed by a majority vote of the shareholders at any annual meeting or at any special meeting called for that purpose.

Adopted by the shareholders of Gift Card Digest Corp.

on: November 15, 2008

By: /s/ Tammi Shnider, President

EXHIBIT 4.1

INCORPORATED UNDER THE LAWS
OF THE STATE OF FLORIDA



GIFT CARD DIGEST CORP.

The Corporation is authorized to issue
100,000,000 shares of Common Stock, Par Value \$.001 Per Share

THIS IS TO CERTIFY THAT

SEE REVERSE SIDE FOR CERTAIN DEFINITIONS

is the owner of

FULLY PAID AND NON-ASSESSABLE SHARES OF THE COMMON STOCK, PAR VALUE \$.001 PER SHARE OF

GIFT CARD DIGEST CORP.

(hereinafter called the "Corporation") transferable on the books of the Corporation in person or by duly authorized attorney upon surrender of this Certificate properly endorsed. This Certificate and the shares represented hereby are issued and shall be held subject to all the provisions of the Certificate of Incorporation and By-Laws of the Corporation and the amendments from time to time made thereto, copies of which are or will be on file at the principal office of the Corporation, to all of which the holder by acceptance hereof assents. This Certificate is not valid unless countersigned by the Transfer Agent and Registrar.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated:



SECRETARY



PRESIDENT

PRECISE CORPORATE PRINTING, N.Y.

The shares represented by this Certificate have not been registered under the Securities Act of 1933 ("the Act") and are "restricted securities" as that term is defined in Rule 144 under the Act. The shares may not be offered for sale, sold or otherwise transferred except pursuant to an effective registration statement under the Act or pursuant to an exemption from registration under the Act the availability of which is to be established to the satisfaction of the Company.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	—as tenants in common	UNIF GIFT MIN ACT — Custodian
TEN ENT	—as tenants by the entireties		(Cust) (Minor)
JT TEN	—as joint tenants with right of survivorship and not as tenants in common		under Uniform Gifts to Minors Act
			(State)

Additional abbreviations may also be used though not in the above list.

For Value Received, _____ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

[Empty box for Social Security or other identifying number of assignee]

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE)

_____ Shares
of the common stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

_____ Attorney
to transfer the said stock on the books of the within named Corporation with full power of substitution in the premises.

Dated _____

X _____

X _____

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATSOEVER.

Signature(s) Guaranteed

By _____
THE SIGNATURES SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15.

EXHIBIT 10.1

BSP Rewards Network
5100 W. Copans Rd. Suite 810 Margate, FL 330633
Phone 954-974-5818 Fax 954-974-5720
www.BSPrewards.com

MEMBER PROVIDER WITH SITE AGREEMENT

THIS AGREEMENT (the "AGREEMENT") entered into as of the 16 day of November 2008 (the "EFFECTIVE DATE") provides the terms and conditions under which BSP Rewards, Inc. a Florida corporation having an address at 5100 W. Copans Road Suite 710 Margate, FL 33063 USA ("BSP REWARDS"), authorizes GIFT CARD DIGEST CORP. (GCD) an Independent Contractor having an address at: 5100 West Copans Road, suite 810, Margate, FL 33063, ("MEMBER PROVIDER") to be its true and lawful Marketing Representative for the purpose of marketing licenses of the BSP Rewards Portals ("PORTALS") and other BSP Rewards products and services in accordance with the terms and conditions contained in this Agreement. This Agreement, together with the other agreements and schedules referenced in it, contains the complete terms and conditions between the parties.

BSP REWARDS AND MEMBER PROVIDER AGREE AS FOLLOWS:

1. LICENSE

Member Provider is hereby given a non-exclusive license ("LICENSE" or "LICENSE AGREEMENT"), permitting it to use and market BSP Rewards portals ("PORTALS") and to resell BSP Rewards products and services for compensation in accordance with BSP standard terms. The License also permits the Member Provider to offer Portals at a retail market in accordance with the then latest BSP Rewards pricing schedule. This Agreement does not modify the terms and conditions of any Portal License Agreement, if applicable, which remain in full force and effect, except as expressly modified by this Agreement.

2. RESELLING

The Member Provider intends to market the Portals to companies and various businesses and individuals ("BUYERS") who may include companies, corporations, charities, organizations and other entities that would have a use for the BSP loyalty Rewards programs. Member Provider shall have the right to remarket BSP Rewards, subject to the terms contained herein and as approved by BSP Rewards.

3. COMPENSATION

In addition to any compensation payable under the License, whenever a Buyer of a Portal or of BSP Rewards products and services, whether sold directly by the Member Provider or through sub-Member Providers and approved by BSP Rewards, BSP Rewards shall pay Member Provider a fee in accordance with the included Fee Schedule. BSP Rewards will remit payment as directed by Member Provider in the

time frames noted on the Compensation Schedule attached hereto.

4. PUBLICITY

Subject to Section 7, Member Provider and BSP Rewards agree that broad publicity with respect to the relationship developed by this Agreement, and the advantages of such relationship, will be permitted and actively encouraged and supported by both parties. This publicity initiative will include, but is not limited to a press releases issued by Member Provider and BSP Rewards, publicizing the alliance between the parties, on site promotion and email campaigns. In this regard, Member Provider and BSP Rewards shall agree on the form and content of the press release prior to its release.

5. PROPRIETARY RIGHTS

5.1 OWNERSHIP. MEMBER PROVIDER understands and agrees that BSP Rewards is the exclusive holder of and shall retain, all right, title and interest in and to the Platform, Portal, Content and Engine and All Pages of the rewards site including without limitation all intellectual Property provided by BSP Rewards or any affiliated BSP company (EXCLUDING PROPRIETARY PAGES PROVIDED BY MEMBER PROVIDER OR BUYERS).

5.2 INTELLECTUAL PROPERTY. Nothing herein shall grant a party any right, title or interest in the other party's Intellectual Property, except as explicitly set forth herein. At no time during or after the Term of this Agreement shall a party challenge or assist others to challenge the other party's Intellectual Property or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to those of the other party.

5.3 INTELLECTUAL PROPERTY WARRANTY. The BSP Rewards and BSP Rewards Services and the operation of the site(s) and co-branded site(s) as currently operated by BSP Rewards, Inc. is designed to provide a link taking the end-user to it's originating website. Other than claims arising out of the use of the BrandAPort services, BSP Rewards shall not be responsible for unauthorized use of the Co-branded sites by Member Provider, users of Member Provider's or Buyers' Sites.

6. CONFIDENTIALITY

6.1 CONFIDENTIALITY INFORMATION. Each party (the "RECEIVING PARTY") acknowledges that by reason of its relationship to the other party (the "DISCLOSING PARTY") hereunder, the Receiving Party will have access to certain information and materials, including the terms of this Agreement, concerning the Disclosing Party's business, plans, technology, products and services that are confidential and of substantial value to the Disclosing Party, which value would be impaired if such information were disclosed to third parties ("CONFIDENTIAL INFORMATION"). The Receiving Party agrees that it shall not use in any way for its own account or the account of any third

party, nor disclose to any third party, any such Confidential Information revealed to it by the Disclosing Party. The Receiving Party shall take every reasonable precaution to protect the confidentiality of Confidential Information. Upon request by the Receiving Party, the Disclosing Party shall advise whether or not it considers any particular information to be Confidential Information. The Receiving Party shall not publish any technical description of the Disclosing Party's Confidential Information beyond any descriptions published by the Disclosing party. In the event of expiration or termination of this Agreement, there shall be no use or disclosure by the Receiving Party of any Confidential Information of the Disclosing Party, and the Receiving Party shall not develop any software, devices, components or assemblies utilizing the Disclosing Party's Intellectual Property. Both parties agree that the terms and conditions of this Agreement are confidential and shall not be disclosed to any third party, unless disclosure is compelled by final, non-appeal able order of a court of competent jurisdiction. Member Provider agrees not to circumvent BSP in any manner relative to service providers and clients of BSP or to utilize the information gathered to circumvent and sell against BSP.

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Member Provider Agreement Form - Revised June 2008

Initials _____

6.2 EXCLUSIONS. Confidential Information does not include information permitted to be disclosed under section 5 and any information that the Receiving Party can demonstrate by written records: (a) was known to the Receiving Party prior to its disclosure hereunder by the disclosing party; (b) is independently developed by the Receiving Party; (c) is or becomes publicly known through no wrongful act of the Receiving Party; (d) has been rightfully received from a third party whom the Receiving party has reasonable grounds to believe is authorized to make such disclosure without restriction; (e) has been approved for public release by the Disclosing Party's prior written authorization, or (f) must be produced or disclosed pursuant to applicable law, regulation or court order, provided that the receiving party provides prompt advance notice thereof to enable the disclosing party to seek a protective order or otherwise prevent such disclosure. In addition, Member Provider and BSP Rewards may disclose the existence and terms of this Agreement in connection with a potential acquisition of substantially the entire business of the other party, or a private or public offering of securities of either party.

7. LIMITATION OF LIABILITY

Neither Member Provider Nor BSP Rewards Makes Any Warranty Whatsoever With Regard To The Features, Functions, Performance, Quality Or Other Characteristics Of The Service Each Company Provides. In No Event Shall Either Party Be Liable To Each Other Or Any Other Entity For Any Special, Consequential, Incidental Or Indirect Damages, However Caused, On Any Theory Of Liability, And Notwithstanding Any Failure Of Essential Purpose Of Any Limited Remedy. Member Provider Shall Not Be Liable To BSP Rewards Or Any Other Party For Any Damages

Arising From Third Party Unauthorized Access Or Use Of The BSP Rewards Service Or Any Images Obtained By Using Any Of The BSP Rewards Services. BSP Rewards Shall Not Be Liable To Member Provider Or Any Other Party For Any Damages Arising From Third Party Unauthorized Access Or Use Of The BSP Rewards Service Or Any Images Obtained By Using The BSP Rewards Services.

8. DISCLAIMERS

BSP Disclaimers. BSP Makes No Other Warranties Of Any Kind, Either Express Or Implied, Statutory Or Otherwise, Regarding The BSP, MediaNet, Brand-A-Port Service, Rewards Or Any Other Service Offered By Them And BSP Specifically Disclaims Any Implied Warranties Of Non-infringement, Merchantability, Or Fitness For A Particular Purpose. BSP Does Not Warrant That The Operation Of The BSP Service Will Be Uninterrupted Or Error-Free. Furthermore, BSP Does Not Make Any Representations Regarding The Use Of The Results Of The Use Of The BSP Site In Terms Of Their Correctness, Accuracy, Reliability Or Otherwise.

9. TERMS AND TERMINATION

9.1 TERM. The term of this Agreement shall commence on the Effective Date and continue for a period of 3 year after the Effective Date, unless earlier terminated as set forth herein (the "TERM"). This Agreement shall renew for successive 1-year periods, after the initial 3 Year Term, if agreed by both parties within 30 days of license expiration. Either party may terminate the Agreement on 60-days written notice during a renewed term. However, in no event shall termination of this Agreement by BSP Rewards relieve it of the obligation to remit payment to Member Provider for sales of Portals, Hosting Services or other products and services to or through Buyers introduced by Member Provider prior to such termination. The obligation to remit payment shall survive termination of this Agreement and be enforceable so long as BSP Rewards continues benefiting, directly or indirectly from the introduction.

9.2 TERMINATION FOR BREACH OR INSOLVENCY. A party shall have the right to terminate this Agreement on written notice if (a) the other party ceases to do business in the ordinary course or is insolvent (i.e., unable to pay its debts in the ordinary course as they come due), or is declared bankrupt, or is the subject of any liquidation or insolvency proceeding which is not dismissed within 90 days, or makes any assignment for the benefit of creditors, or (b) the other party breaches any material term of this Agreement, including timely payments, and fails to cure such breach within 30 days after written notice thereof (collectively referred to herein as "TERMINATING EVENTS"). In the event of a Terminating Event, involving Member Provider, other than for an event involving fraud or dishonesty by Member Provider, BSP Rewards shall be entitled to offset payments due under this Agreement against its costs incurred as a result of the Terminating Event, but shall remain obligated to remit all payments due under this agreement as a direct or indirect result of the activities of Member Provider prior to the effective date of termination.

10. EFFECT OF TERMINATION. Upon the expiration or termination of this Agreement:

10.1 Each party shall, within 30 days of such expiration or termination return to other party or destroy all Confidential Information and all other material received from such other party.

10.2 All rights granted by Member Provider hereunder to BSP Rewards shall terminate. All rights granted by BSP Rewards hereunder to Member Provider shall terminate, subject to the continuing obligation of BSP Rewards to remit payment pursuant to the provisions of Compensation Addendum attached.

10.3 Sections 5, 6, 7, 9.2 10, 11, 12 and 13 shall survive the expiration or termination of this Agreement for any reason.

11. REMEDIES

11.1 INDEMNIFICATION. Member Provider and BSP Rewards shall indemnify and hold harmless each other, and their respective directors, officers, employees, and agents, from and against all claims, losses, damages and expenses (including reasonable attorney's fees) resulting from the breach of any agreement, representation or warranty set forth herein; provided the indemnified party provides the indemnifying party with (i) prompt written notice of such claim or action, (ii) sole control and authority over the defense or settlement of such claim or action and (iii) proper and full information and reasonable assistance to defend and/or settle any such claim or action.

11.2 INJUNCTIVE RELIEF. The parties acknowledge that the breach or threatened breach of Sections 6 and 7 would cause irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which a party may be legally entitled, a party may seek immediate injunctive relief in the event of a breach or threatened breach of such sections by the other party or any of the other party's employees or subcontractors.

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Member Provider Agreement Form - Revised June 2008

Initials _____

12. MISCELLANEOUS

12.1 ASSIGNMENT. This Agreement will be binding upon and inure to the benefits of the parties hereto and their permitted successors and assigns. Neither party may assign or otherwise transfer this Agreement without the other party's prior written consent except to a successor.

12.2 WAIVER AND AMENDMENT. No modifications, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of

any such right, power or remedy.

12.3 GOVERNING LAW. The laws of the State of Florida shall govern this Agreement, without reference to conflicts of law provisions.

12.4 NOTICES, ETC. Any notice required or permitted by this Agreement shall be deemed given if delivered by registered mail, postage prepaid, addressed to the other party at the address shown at the beginning of this Agreement or at such other address for which such party gives notice hereunder. Delivery shall be deemed effective 3 days after deposit with postal authorities. Email, facsimile or other form of transmission pursuant to which BSP Rewards receives actual notice of the accounts into which the funds are to be wired may give notices of the accounts into which payment is to be wired shall be effective and BSP Rewards shall be entitled to rely upon them as if they were sent in accordance with the notice provisions of this paragraph.

12.5 INDEPENDENT CONTRACTORS. The parties are independent contractors with respect to each other. Each party is not and shall not be deemed to be an employees, agent, joint venture Member Provider or legal representative of the other for any purpose and shall not have any right, power, or authority to create any obligation or responsibility on behalf of the other.

12.6 SEVERABILITY. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

12.7 COMPLETE UNDERSTANDING. This Agreement constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement, either written or oral.

12.8 FORCE MAJEURE. Except with respect to obligations to make payments hereunder, neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control including, but not limited to: earthquake, flood, fire, storm or other natural disaster, act of God, labor controversy or threat thereof, civil disturbance or commotion, disruption of the public markets, war or armed conflict or the inability to obtain sufficient material, supplies, labor, transportation, power or other essential commodity or service required in the conduct of its business, including internet access, or any change in or the adoption of any law, ordinance, rule, regulation, order, judgment or decree.

12.9 NO DISPARAGEMENT. Each party agrees that, during the Term of this Agreement and for a period of five (5) years thereafter, neither will make written or oral comments regarding the other that are negative, disparaging, tend to bring the other into disrepute or call into question the business

acumen, character, honesty or integrity of the other.

13 BRANDED REWARDS SITE BSP Rewards, Inc. will provide Member Provider or their designated Organization a Branded BSP Rewards site under BSP's standard terms and conditions NOTED ON THE ATTACHED ADDENDUM

BRANDED REWARDS SITE BSP Rewards, Inc. will provide Member Provider or their designated Organization a Branded BSP Rewards site under BSP's standard terms and conditions, to be known as:

Member Provider or the designated Organization shall pay the following to BSP, as compensation for same.

SPECIAL MEMBER PROVIDER		Site Management and Maintenance fee:
Branded BSP Site		\$ 10 (1) per. Mo.
\$ 250 (1) set up fee (if standard)		(paid quarterly in advance)

PAYABLE WITH AGREEMENT: \$ 0

MAKE CHECK PAYABLE TO: BSP REWARDS

(1) Said fees commence 90 days after site is completed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year last set forth below.

BSP REWARDS, INC.

GIFT CARD DIGEST CORP.

/s/ Martin A. Berns

/s/ Tammi Shnider

Signature

Signature

By: Martin A. Berns

By: Tammi Shnider

Title: Chief Executive Officer

Title: President

Member Provider Compensation Schedule

Member Providers are licensed to market the BSP Rewards and Brand-A-Port applications and receive commission on all product sales plus residual income on hosting/maintenance fees as outlined on the Compensation Schedule outlined below.

MARKETING AND PROMOTION

Member Providers are expected to actively market and promote BSP Rewards Application to their existing customer base, business contacts and visitors to their web site. Promotion by newsletters and e-mail to customers is encouraged, but we do not encourage spam e-mail and hence specifically ask Member Providers not to promote BSP Rewards Program or Applications via unsolicited e-mail.

MEMBER PROVIDER TRACKING

Clients are identified as coming from Member Provider and sub-Member Providers (if applicable) by Member Provider registering prospects in accordance with the procedure outlined below.

COMMISSION

Commissions due Member Provider are as outlined in herein. Commissions are only paid each month if the amount owing exceeds \$100 US. BSP Rewards reserves the right to change the level of commission with out notice. (Pricing and products subject to change without notice).

BSP Rewards shall also remit to Member Provider (50 %) of the net revenue earned, received and collected by BSP Rewards from Dealers, Merchants, Companies, Organizations, Groups for which it brought to BSP and has a signed BSP Rewards Agreement that has been accepted by BSP Rewards and who have been approved in writing by BSP Rewards. (Including gift cards)

NET REVENUE shall be defined as the revenue received by BSP Rewards less the amount given to members and other participating fee and/or organizations who receive payment from said revenue.

BASIC COMPENSATION:

Member Provider shall receive a commission statement within 15 days of the end of each calendar month and be issued a check for commissions earned in accordance with the Pricing Structure and Details schedule attached hereto.

RECORDS

BSP Rewards shall maintain books and records and, if practicable, shall provide for online confirmation of sales and payments. BSP Rewards shall permit Member Provider or its designee's reasonable access during normal business hours and, upon request, to verify funds and payments due pursuant to this Agreement.

CUSTOMER CONTACT

Once a customer has come from the Member Provider to BSP Rewards, BSP Rewards deals with the customer directly, issuing the software application from the BSP Rewards server and billing the customer. BSP Rewards handles all technical support and refund issues.

REFUNDS

If a refund is issued to a customer who came from a Member Provider, the Member Provider's commission account is adjusted and the commission is subtracted accordingly.

TERMINATION

The Marketing Partner Agreement can be terminated at any time at the discretion of either party with the understanding that all terms that survive said termination as noted, shall remain in force and effect as outlined. IF MARKETING PARTNER IS NOT IN DEFAULT OF ANY OF THE TERMS OF THIS AGREEMENT, THEN IN THAT EVENT MARKETING PARTNER SHALL CONTINUE TO RECEIVE COMMISSIONS ON SALES EFFECTUATED BY THEM AND ACCEPTED BY BSP SUBJECT TO CLIENTS REMAINING IN THE BSP PROGRAM AND BSP'S RECEIPT OF FUNDS FROM SAID CLIENT AND SUBJECT TO MARKETING PARTNER ACTIVELY SERVICING SAID CLIENT RELATIVE TO THE BSP PROGRAM.

EXHIBIT 10.2

AGREEMENT FOR PURCHASE

THIS AGREEMENT FOR PURCHASE (this "Agreement") is dated as of the 15 day of November 2008, by and among Gift Card Digest Corp., a Florida corporation ("GCD"), and Steven Adelstein, as Nominee., ("Nominee"),

RECITALS:

- A. GCD and Nominee desire to complete a purchase transaction pursuant to which GCD shall acquire all of the intellectual properties (" www.giftcarddigest.com") of Nominee in exchange for the total payment of \$6,000 as of the date of closing; and
- B. The Board of Director of GCD and the Steven Adelstein, as Nominee have each approved the proposed transaction, contingent upon satisfaction prior to closing of all of the terms and conditions of this Agreement; and
- C. The Parties desire to make certain representations, warranties and agreements in connection with completion transaction.

NOW, THEREFORE, in consideration of the foregoing recitals, which shall be considered an integral part of this Agreement, and the covenants, conditions, representations and warranties hereinafter set forth, the parties hereby agree as follows:

ARTICLE I
THIS AGREEMENT

1.1 THE PURCHASE. At the Closing (as hereinafter defined), GCD shall acquire all of the intellectual properties directly or indirectly pertaining to the website (as produced and developed) known as www.giftcarddigest.com. Consideration to be issued by GCD shall be \$6,000 in exchange for 100% of www.giftcarddigest.com. This agreement shall take place upon the terms and conditions provided for in this Agreement and in accordance with applicable law.

1.2 CLOSING AND EFFECTIVE TIME. Subject to the provisions of this Agreement, the parties shall hold a closing (the "Closing") on November 20, 2008. Such date shall be the date of Closing (the "Effective Time").

1.3 PAYMENT OF FUNDS. The payment of funds shall be as follows:

(a) \$1,000 upon the execution of this agreement payable to Nominee. Said \$1000 is fully refundable if requested in writing by GCD and received by Nominee on or before November 15, 2008.

(b) The balance of funds (5,000) shall be payable in full at closing.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

2.1 REPRESENTATIONS AND WARRANTIES OF GCD. GCD represents and warrants to as follows:

(a) ORGANIZATION, STANDING AND POWER. GCD is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted, and is duly qualified and in good standing to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification necessary.

(b) AUTHORITY. GCD has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the Board of Directors of GCD. No other corporate or shareholder proceedings on the part of GCD are necessary to authorize this agreement, or the other transactions contemplated hereby.

(c) CONFLICT WITH OTHER AGREEMENTS; APPROVALS. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or the loss of a material benefit under, or the creation of a lien, pledge, security interest or other encumbrance on assets (any such conflict, violation, default, right of termination, cancellation or acceleration, loss or creation, a "violation") pursuant to any provision of the Articles of Incorporation or Bylaws or any organizational document of GCD or, result in any violation of any loan or credit agreement, note, mortgage, indenture, lease, benefit plan or other agreement, obligation, instrument, permit, concession, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to GCD which violation would have a material adverse effect on GCD taken as a whole. No consent, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign (a "Governmental Entity") is required by or with respect to GCD in connection with the execution and delivery of this Agreement by GCD or the consummation by GCD of the transactions contemplated hereby.

(d) COMPLIANCE WITH LAWS. GCD is and has been in compliance in all material respects with all laws, regulations, rules, orders, judgments, decrees and other requirements and policies imposed by any Governmental Entity applicable to it, its properties or the operation of its businesses.

2.2 REPRESENTATIONS AND WARRANTIES OF NOMINEE. Nominee represents and warrants to GCD as follows:

(a) ORGANIZATION, STANDING AND POWER. Nominee has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted, and is duly qualified and in good standing to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification necessary.

(b) COMPLIANCE WITH LAWS. Nominee is and has been in compliance in all material respects with all laws, regulations, rules, orders, judgments, decrees and other requirements and policies imposed by any Governmental Entity applicable to it, its properties or the operation of its businesses.

c) LITIGATION. There is no suit, action or proceeding pending, or, to the knowledge of Nominee threatened against or affecting Nominee, which is reasonably likely to have a material adverse effect on www.giftcarddigest.com, nor is there any judgment, decree, injunction, rule or order of any Governmental Entity or arbitrator outstanding against Nominee having, or which, insofar as reasonably can be foreseen, in the future could have, any such effect.

(d) LICENSES, PERMITS; INTELLECTUAL PROPERTY. Nominee owns or possesses in the operation of its business all material authorizations which are necessary for it to conduct its business as now conducted. Neither the execution nor delivery of this Agreement nor the consummation of the transactions contemplated hereby will require any notice or consent under or have any material adverse effect upon any such authorizations.

ARTICLE III COVENANTS RELATING TO CONDUCT OF BUSINESS

3.1 COVENANTS OF NOMINEE AND GCD. During the period from the date of this Agreement and continuing until the Effective Time, Nominee and GCD each agree as to themselves (except as expressly contemplated or permitted by this Agreement, or to the extent that the other party shall otherwise consent in writing):

(a) ORDINARY COURSE. Each party shall carry on its respective businesses in the usual, regular and ordinary course in substantially the same manner as heretofore conducted.

(b) DIVIDENDS; CHANGES IN STOCK. No party shall (i) declare or pay any dividends on or make other distributions in respect of any of its capital stock, or (ii) repurchase or otherwise acquire, or permit any subsidiary to purchase or otherwise acquire, any shares of its capital stock.

(c) ISSUANCE OF SECURITIES. No party shall issue, deliver or sell, or authorize or propose the issuance, delivery or sale of, any shares of its capital stock of any class, any voting debt or any securities convertible into, or any rights, warrants or options to acquire, any such shares, voting debt or convertible securities.

(d) GOVERNING DOCUMENTS. Prior to Closing, GCD shall not amend its Articles of Incorporation and By-laws.

(e) NO DISPOSITIONS. Except for the transfer of assets in the ordinary course of business consistent with prior practice, no party shall sell, lease, encumber or otherwise dispose of, or agree to sell, lease, encumber or otherwise dispose of, any of its assets, which are material, individually or in the aggregate, to such party.

(f) INDEBTEDNESS. No party shall incur any indebtedness for borrowed money or guarantee any such indebtedness or issue or sell any debt securities or warrants or rights to acquire any debt securities of such party or guarantee any debt securities of others other than in each case in the ordinary course of business consistent with prior practice.

3.2 OTHER ACTIONS. No party shall take any action that would or is reasonably likely to result in any of its representations and warranties set forth in this Agreement being untrue as of the date made (to the extent so limited), or in any of the conditions to this agreement set forth in Article V not being satisfied.

ARTICLE IV

ADDITIONAL AGREEMENTS AND RELATED TRANSACTIONS

4.1 ACCESS TO INFORMATION. Upon reasonable notice, Nominee shall afford to the officers, employees, accountants, counsel and other representatives of GCD, access to all their books, contracts, commitments and records and Nominee shall furnish promptly to GCD (a) a copy of each report, schedule, registration statement and other document filed or received by it during such period pursuant to the requirements of Federal or state laws and (b) all other information concerning its business, properties and personnel as such other party may reasonably request. Unless otherwise required by law, the parties will hold any such information which is nonpublic in confidence until such time as such information otherwise becomes publicly available through no wrongful act of either party, and in the event of termination of this Agreement for any reason each party shall promptly return all nonpublic documents obtained from any other party, and any copies made of such documents, to such other party.

4.2 LEGAL CONDITIONS TO EXCHANGE. Nominee shall take all reasonable actions necessary to comply promptly with all legal requirements which may be imposed on

itself with respect to this agreement and will promptly cooperate with and furnish information to each other in connection with any such requirements imposed upon any of them or upon any of their related entities or subsidiaries in connection with this agreement. Each party shall take all reasonable actions necessary to obtain (and will cooperate with each other in obtaining) any consent, authorization, order or approval of, or any exemption by, any Governmental Entity or other public or private third party, required to be obtained or made by Nominee or GCD or any of their related entities or subsidiaries in connection with this agreement or the taking of any action contemplated thereby or by this Agreement.

ARTICLE V
CONDITIONS PRECEDENT

5.1 CONDITIONS TO EACH PARTY'S OBLIGATION TO EFFECT THIS AGREEMENT. The respective obligations of each party to effect this agreement shall be conditional upon the filing, occurring or obtainment of all authorizations, consents, orders or approvals of, or declarations or filings with, or expirations of waiting periods imposed by any governmental entity or by any applicable law, rule, or regulation governing the transactions contemplated hereby.

5.2 CONDITIONS TO OBLIGATIONS OF NOMINEE AND GCD. The obligation of Nominee to effect this agreement is subject to the satisfaction of the following conditions on or before the Closing Date unless waived by GCD:

(a) REPRESENTATIONS AND WARRANTIES. The representations and warranties of Nominee set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement.

(b) PERFORMANCE OF OBLIGATIONS OF NOMINEE. Nominee shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date.

(c) CONSENTS. Nominee shall have obtained the consent or approval of each person whose consent or approval shall be required in connection with the transactions contemplated hereby under any loan or credit agreement, note, mortgage, indenture, lease or other agreement or instrument, except those for which failure to obtain such consents and approvals would not, in the reasonable opinion of GCD, individually or in the aggregate, have a material adverse effect on this agreement..

(d) DUE DILIGENCE REVIEW. GCD shall have completed to its reasonable satisfaction a review of the business, operations, finances, assets and liabilities no later than November 20, 2008 and shall not have determined that any of the representations or warranties of Nominee contained herein are, as of the date hereof or the Closing Date, inaccurate in any material respect or that Nominee is otherwise in violation of any of the provisions of this Agreement.

(e) PENDING LITIGATION. There shall not be any litigation or other proceeding pending or threatened to restrain or invalidate the transactions contemplated by this Agreement, which, in the sole reasonable judgment of GCD, made in good faith, would make the consummation of this agreement imprudent. In addition, there shall not be any other litigation or other proceeding pending or threatened against Nominee, the consequences of which, in the judgment of GCD, could be materially adverse to GCD.

ARTICLE VI TERMINATION AND AMENDMENT

6.1 TERMINATION. This Agreement may be terminated at any time prior to the Effective Time:

(a) By either GCD or Nominee if there has been a material breach of any representation, warranty, covenant or agreement on the part of the other set forth in this Agreement which breach has not been cured within five (5) business days following receipt by the breaching party of notice of such breach, or if any permanent injunction or other order of a court or other competent authority preventing the consummation of this agreement shall have become final and non-appealable; or

6.2 EFFECT OF TERMINATION. In the event of termination of this Agreement by either GCD or Nominee as provided in Section 6.1, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of any party hereto. In such event, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

6.3 AMENDMENT. This Agreement may be amended by mutual agreement of GCD, and Nominee. Any such amendment must be by an instrument in writing signed on behalf of each of the parties hereto.

6.4 EXTENSION; WAIVER. At any time prior to the Effective Time, the parties hereto, by action taken or authorized, may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such parties.

ARTICLE VII GENERAL PROVISIONS

7.1 SURVIVAL OF REPRESENTATIONS, WARRANTIES AND AGREEMENTS. All of the

representations, warranties and agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time for a period of one year from the date of this Agreement.

7.2 NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed) or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to GCD
Tammi Shnider, President
5100 West Copans Road Suite 810
Margate Fl. 33063

If to Nominee
Steven Adelstein, Nominee
7076 Spyglass Ave
Parkland Fl. 33076

7.3 INTERPRETATION. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The phrase "made available" in this Agreement shall mean that the information referred to has been made available if requested by the party to whom such information is to be made available.

7.4 COUNTERPARTS. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

7.5 ENTIRE AGREEMENT; NO THIRD PARTY BENEFICIARIES; RIGHTS OF OWNERSHIP. This Agreement (including the documents and the instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

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7.6 GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of law. Each party hereby irrevocably submits to the jurisdiction of any Court of Florida or any federal court in the State of Florida in respect of any suit, action or proceeding arising out of or relating to this Agreement, and

irrevocably accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of the aforesaid courts.

7.7 NO REMEDY IN CERTAIN CIRCUMSTANCES. Each party agrees that, should any court or other competent authority hold any provision of this Agreement or part hereof or thereof to be null, void or unenforceable, or order any party to take any action inconsistent herewith or not to take any action required herein, the other party shall not be entitled to specific performance of such provision or part hereof or thereof or to any other remedy, including but not limited to money damages, for breach hereof or thereof or of any other provision of this Agreement or part hereof or thereof as a result of such holding or order.

7.8 PUBLICITY. Except as otherwise required by law or the rules of the SEC, so long as this Agreement is in effect, no party shall issue or cause the publication of any press release or other public announcement with respect to the transactions contemplated by this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld.

7.9 ASSIGNMENT. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

IN WITNESS WHEREOF, this Agreement has been signed by the parties set forth below as of the date set forth above.

GIFT CARD DIGEST CORP.

("GCD")

By: /s/ Tammi Shnider

Tammi Shnider, President

STEVEN ADELSTEIN, NOMINEE.

("Nominee")

By: /s/ Steven Adelstein

Steven Adelstein, as Nominee

EXHIBIT 14.1

GIFT CARD DIGEST CORP.

CODE OF BUSINESS CONDUCT AND ETHICS (ADOPTED BY THE BOARD OF DIRECTORS NOVEMBER 18, 2008)

INTRODUCTION

This Code of Business Conduct and Ethics covers a wide range of business practices and procedures. It does not cover every issue that may arise but it sets out basic principles to guide all employees of the Company. All of our employees must conduct themselves accordingly and seek to avoid even the appearance of improper behavior. The code should also be provided to and followed by the Company's agents and representatives, including consultants.

If a law conflicts with a policy in this Code, you must comply with the law. If you have any questions about these conflicts, you should ask your supervisor how to handle the situation.

Those who violate standards in this Code will be subject to disciplinary action, up to and including termination of employment. If you are in a situation that you believe may violate or lead to a violation of this Code, follow the guidelines described in Section 14 of this Code.

1. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

Obey the law, both in letter and in spirit, is the foundation on which our ethical standards are built. All employees must respect and obey the laws of the cities, states and countries in which we operate. Although not all employees are expected to know the details of these laws, it is important to know enough about them to determine when to seek advice from supervisors, managers or other appropriate personnel.

2. CONFLICTS OF INTEREST

A "conflict of interest" exists when a person's private interests interferes in any way with the interests of the Company. A conflict situation can arise when an employee, officer or director takes actions or has interests that may make it difficult to perform his or her Company work objectively and efficiently. Conflicts of interest may also arise when an employee, officer or director, or members of his or her family, receives improper personal benefits as a result of his or her position in the Company. Loans to, or guarantees of obligations of, employees and their family members may create conflicts of interest.

It is almost always a conflict of interest for a Company employee to work simultaneously for a competitor, customer or supplier. You are not allowed to work for a competitor as a consultant or board member. The best policy is to

avoid any direct or indirect business connection with our customers, suppliers or competitors, except on our behalf. Conflicts of interest are prohibited as a matter of Company policy, except under guidelines approved by our Board of Directors. Conflicts of interest may not always be clear-cut, so if you have a question, you should consult with higher levels of management. Any employee, officer or director who becomes aware of a conflict or potential conflict should bring it to the attention of a supervisor, manager or other appropriate personnel or consult with the procedures described in Section 14 of this Code.

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3. INSIDER TRADING

Employees who have access to confidential information are not permitted to use or share that information for stock trading purposes or for any other purpose except the conduct of our business. All non-public information about the Company should be considered confidential information. To use non-public information for personal financial benefit or to "tip" others who might make an investment decision on the basis of this information is not only unethical but also illegal.

4. CORPORATE OPPORTUNITIES

Employees, officer and directors are prohibited from taking for themselves personally opportunities that are discovered through the use of corporate property, information or position without the consent of the Board of Directors. No employee may use corporate property, information or position for improper personal gain, and no employee may compete with the Company, directly or indirectly.

5. COMPETITION AND FAIR DEALING

We seek to outperform our competition fairly and honestly. Stealing proprietary information, possessing trade secret information that was obtained without the owner's consent, or inducing such disclosures by past or present employees of other companies is prohibited. Each employee should endeavor to respect the rights of and deal fairly with the Company's customers, suppliers, competitors and employees. No employee should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other intentional unfair-dealing practice.

The purpose of business entertainment and gifts in a commercial setting is to create good will and sound working relationships, not to gain unfair advantage with customers. No gift, or entertainment should ever be offered, given, provided or accepted by any Company employee, family member of an employee or agent, unless it (a) is not in cash, (b) is consistent with customary business practices, (c) is not excessive in value, (d) cannot be construed as a bribe or payoff and (e) does not violate any laws or regulations. Please discuss with your supervisor any gifts or proposed gifts that you are not

certain are appropriate.

6. DISCRIMINATION AND HARASSMENT

The diversity of the Company's employees is a tremendous asset. We are firmly committed to providing equal opportunity in all respects aspects of employment and will not tolerate illegal discrimination or harassment of any kind. Examples include derogatory comments based on racial or ethnic characteristics and unwelcome sexual advances.

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7. HEALTH AND SAFETY

The Company strives to provide each employee with a safe and healthy work environment. Each employee has responsibility for maintaining a safe and healthy workplace for all employees by following safety and health rules and practices and reporting accidents, injuries and unsafe equipment, practices or conditions.

Violence and threatening behavior are not permitted. Employees should report to work in condition to perform their duties, free from the influence of illegal drugs or alcohol. The use of illegal drugs in the workplace will not be tolerated.

8. RECORD-KEEPING

The Company requires honest and accurate recording and reporting of information in order to make responsible business decisions. For example, only the true and actual number of hours worked should be reported.

Many employees regularly use business expense accounts, which must be documented and recorded accurately. If you are not sure whether a certain expense is legitimate, ask your supervisor or the Company's controller or chief financial officer.

All of the Company's books, records, accounts and financial statements must be maintained in reasonable detail, must appropriately reflect the Company's transactions and must conform to both applicable legal requirements and to the Company's systems of accounting and internal controls. Unrecorded or "off the books" funds or assets should not be maintained unless permitted by applicable laws or regulations.

Business records and communications often become public, and we should avoid exaggeration, derogatory remarks, guesswork or inappropriate characterizations of people and companies that can be misunderstood. This applies equally to e-mail, internal memos and formal reports. Records should always be retained or destroyed according to the Company's record retention policies. In accordance with these policies, in the event of litigation or governmental investigation please consult your supervisor. All e-mail

communications are the property of the Company and employees, officers and directors should not expect that Company or personal e-mail communications are private. All e-mails are the property of the Company. No employee, officer or director shall use Company computers, including to access the internet, for personal or non-Company business.

9. CONFIDENTIALITY

Employees must maintain the confidentiality of confidential information entrusted to them by the Company or its customers, except when disclosure is required by laws or regulations. Confidential information includes all non-public information that might be of use to competitors, or harmful to the Company or its customers, if disclosed. It also includes information that suppliers and customers have entrusted to us. The obligation to preserve confidential information continues even after employment ends. In connection with this obligation, employees, officers and directors may be required to execute confidentiality agreements confirming their agreement to be bound not to disclose confidential information. If you are uncertain whether particular information is confidential or non-public, please consult your supervisor.

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10. PROTECTION AND PROPER USE OF COMPANY ASSETS

All employees should endeavor to protect the Company's assets and ensure their efficient use. Theft, carelessness and waste have a direct impact on the Company's profitability. Any suspected incident of fraud or theft should be immediately reported for investigation. Company equipment should not be used for non-Company business.

The obligation of employees to protect the Company's assets includes its proprietary information. Proprietary information includes intellectual property such as trade secrets, patents, trademarks and copyrights, as well as business, marketing and service plans, engineering and manufacturing ideas, designs, databases, records, salary information and any unpublished financial data and reports. Unauthorized use or distribution of this information would violate Company policy. It could also be illegal and result in civil or even criminal penalties.

11. PAYMENTS TO GOVERNMENT PERSONNEL

The United States Foreign Corrupt Practices Act prohibits giving anything of value, directly or indirectly, to officials of foreign governments or foreign political candidates in order to obtain or retain business. It is strictly prohibited to make illegal payments to government officials of any country.

In addition, the U. S. government has a number of laws and regulations regarding business gratuities that may be accepted by U. S. government personnel. The promise, offer or delivery to an official or employee of the U.

S. government of a gift, favor or other gratuity in violation of these rules would not only violate Company policy, but could also be a criminal offense. State and local governments, as well as foreign governments, may have similar rules.

12. WAIVERS OF THE CODE OF BUSINESS CONDUCT AND ETHICS

Any waiver of the provisions of this Code may be made only by the Board of Directors or a Board committee and will be promptly disclosed as required by law or stock exchange rule or regulation.

13. REPORTING ANY ILLEGAL OR UNETHICAL BEHAVIOR

Employees are encouraged to talk with supervisors, managers or Company officials about observed illegal or unethical behavior, and when in doubt about the best course of action in a particular situation. It is the Company's policy not to allow retaliation for reports of misconduct by others made in good faith by employees. Employees are expected to cooperate in internal investigations of misconduct, and the failure to do so could serve as grounds for termination. Any employee may submit a good faith concern regarding questionable accounting or auditing matters without fear of dismissal or retaliation of any kind.

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14. COMPLIANCE PROCEDURES

We must all work to ensure prompt and consistent action against violations of this Code. However, in some situations, it is difficult to know if a violation has occurred. Since we cannot anticipate every situation that may arise, it is important that we have a way to approach a new question or problem. These are steps to keep in mind:

- o Make sure you have all the facts. In order to reach the right solutions, we must be as fully informed as possible.
- o Ask yourself, what specifically am I being asked to do - does it seem unethical or improper? This will enable you to focus on the specific question you are faced with, and the alternatives you have. Use your judgment and common sense; if something seems unethical or improper, it probably is.
- o Clarify your responsibility and role. In most situations, there is shared responsibility. Are your colleagues informed? It may help to get others involved and discuss the problem.
- o Discuss the problem with your supervisor. This is the basic guidance for all situations. In many cases, your supervisor will be more knowledgeable about the question, and will appreciate being brought into the decision-making process. Keep in mind that it is your supervisor's responsibility to help solve problems. If your supervisor

does not or cannot remedy the situation, or you are uncomfortable bringing the problem to the attention of your supervisor, bring the issue to the attention of the human resources supervisor, or to an officer of the Company.

- o You may report ethical violations in confidence and without fear of retaliation. If your situation requires that your identity be kept secret, your anonymity will be protected. The Company does not permit retaliation of any kind for good faith reports of ethical violations.
- o Always ask first - act later. If you are unsure of what to do in any situation, seek guidance before your act.

CODE OF ETHICS FOR THE PRESIDENT
AND SENIOR FINANCIAL OFFICERS

The Company has a Code of Business Conduct and Ethics applicable to all employees, officers and directors of the Company. The Chief Executive Officer (PRESIDENT) and senior financial officers of the Company, including its chief financial officer and principal accounting officer, are bound by the provisions set forth therein relating to ethical conduct, conflicts of interest and compliance with law. In addition to the Code of Business Conduct and Ethics, the PRESIDENT and senior financial officers of the Company are also subject to the following specific policies:

1. The PRESIDENT and senior financial officers are responsible for full, fair, accurate, timely and understandable disclosure in the periodic reports and other filings required to be made by the Company with the Securities and Exchange Commission. Accordingly, it is the responsibility of the PRESIDENT and each senior financial officer promptly to bring to the attention of the Board of Directors any material information of which he or she may become aware that affects the disclosures made by the Company in its public filings or otherwise impairs the ability of the Company to make full, fair, accurate, timely and understandable public disclosures.

2. The PRESIDENT and each senior financial officer shall promptly bring to the attention of the Company's Audit Committee any information he or she may have concerning (a) significant deficiencies in the design or operation of internal controls which could adversely affect the Company's ability to record, process, summarize and report financial data or (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's financial reporting, disclosures or internal controls.

3. The PRESIDENT and each senior financial officer shall promptly bring to the attention of the Board of Directors and the Audit Committee any information he or she may have concerning any violation of the Company's Code of Business Conduct and Ethics, including any actual or apparent conflicts of interest between personal and professional relationships, involving management

or other employees who have a significant role in the Company's financial reporting, disclosures or internal controls.

4. The PRESIDENT and each senior financial officer shall promptly bring to the attention of the Board of Directors and Audit Committee any information he or she may have concerning evidence of a material violation of the securities or other laws, rules or regulations applicable to the Company and the operation of its business, by the Company or any agent thereof, or of violation of the Code of Business Conduct and Ethics or of these additional procedures.

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5. The Board of Directors shall determine, or designate appropriate persons to determine, appropriate actions to be taken in the event of violations of the Code of Business Conduct and Ethics of these additional procedures by the PRESIDENT and the Company's senior financial officers. Such actions shall be reasonably designed to deter wrongdoing and to promote accountability for adherence to the Code of Business Conduct and Ethics and to these additional procedures, and shall include written notices to the individual involved that the Board has determined that there has been a violation, censure by the Board, demotion or reassignment of the individual involved, suspension with or without pay or benefits (as determined by the Board) and termination of the individual's employment. In determining what action is appropriate in a particular case, the Board of Directors or such designee shall take into account all relevant information, including the nature and severity of the violation, whether the violation was a single occurrence or repeated occurrences, whether the violation appears to have been intentional or inadvertent, whether the individual in question had been advised prior to the violation as to the proper course of action and whether or not the individual in question had committed other violations in the past.

UNANIMOUSLY APPROVED AND FILED BY ITS SOLE OFFICER AND DIRECTOR TAMMI SHNIDER ON NOVEMBER 18, 2008

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EXHIBIT 23.1

CONSENT OF INDEPENDENT AUDITOR

Lake & Associates CPA's LLC

Certified Public Accountants

The Board of Directors

Gift Card Digest Corp.

Gentlemen:

This letter will authorize you to include the Audit of your company dated January 16, 2009 for the period ended December 31, 2008 in the Registration Statement Form S-1 to be filed with the Securities and Exchange Commission.

Yours Truly,

/s/Lake & Associates CPA's LLC

Lake & Associates CPA's LLC

20283 State Road 7 Suite #300

Boca Raton FL 33498

January 26, 2009