## ZARA GIFT CARD GENERAL TERMS AND CONDITIONS OF USE

- 1. The Gift Card (hereinafter, the Card) is the property of the issuer thereof (hereinafter, ZARA), the identity details of which are distributed with the Card itself or in the email whereby the virtual Card is sent, the holder of the Card being a mere depositary.
- 2. The Card is available in the following formats:
  - 2.1 Physical Card for sale at any ZARA's points of sale located in the continental United States (ZARA stores).
  - 2.2 Physical Card for sale via the continental U.S. ZARA website www.zara.com (www.zara.com).
  - 2.3 Virtual Card for sale at www.zara.com
- 3. The Card can be used to purchase any item for sale in any of the ZARA stores or via www.zara.com. The Card cannot be used in stores of any other country or at the www.zara.com website in any other country.
- 4. The price of the Card can be paid by any of the means of payment accepted at the ZARA stores or at www.zara.com, depending on the place where the Card was acquired. Gift cards shall not be paid by means of another gift card.
- 5. Any outstanding balance of the Card shall not be refunded, or exchanged for cash, except as required by law. Notwithstanding the above, and as is the case with the remaining products put for sale at ZARA stores or via www.zara.com under the same terms and conditions as those provided in accordance with the place of purchase, the return of any Card which has not be used yet shall be accepted, within the following terms, and always in observance of the statutory term provided:
  - 5.1 Cards purchased at any ZARA store and physical Card purchased via www.zara.com may be returned within ONE MONTH as of the date of purchase.
  - 5.2 Virtual Cards purchased via www.zara.com may be returned within ONE MONTH as of the date of dispatch of the virtual Card by ZARA to the intended recipient thereof.

The price paid for the Card shall be refunded using the same means of payment used to purchase it. For such refund, the original sales receipt or return document (depending on whether the Card was purchased at any ZARA store or via www.zara.com) and, where appropriate, the payment card and the payment receipt shall be produced. Return of any card purchased abroad or at any www.zara.com website of any other country shall not be accepted.

- 6. The Card can be used as often as the holder thereof would like, until the total amount has been used up.
- 7. The remaining balance on the Card from time to time available shall be the difference between the remaining balance available prior to the purchase, and the relevant amount used up in such purchase. Where the purchase price is in excess of the remaining balance on the Card, the difference may be paid through any payment means accepted at ZARA stores or at www.zara.com, as the case may be.
- 8. The remaining balance on the Card is shown on the cash register receipt every time a purchase is made with the Card, for purchases made at any ZARA store, or in the information provided upon placing an order, for purchases made via www.zara.com. The remaining balance of the Card may be checked at any ZARA store or at www.zara.com.

Unless evidence is given to the contrary, the balance of the card from time to time remaining shall be the one determined by the cash register used at ZARA's points of sale, or the one determined upon hitting www.zara.com.

- 9. Products purchased with the Card at any ZARA store shall be subject to the same exchange and return policy as any other products purchased at said stores. Meanwhile, products purchased with the Card via www.zara.com shall be subject to the exchange and return policy shown on the website.
- 10. Where appropriate, refund for products purchased with the Card which are returned shall be made in the following manner:
  - 10.1 By increasing the remaining balance of the Card, provided that, however, such Card shall exist when the return is made.
  - 10.2 Through a Voucher Card, whose issuer and terms of delivery are provided below, where the Card no longer exists upon return of the products on whatever grounds:
    - 10.2.1 Voucher Card issued by ZARA USA Inc., to be handed out in the store, for any refund for products purchased at any ZARA store.
    - 10.2.2 Voucher Card issued by ITX USA LLC, to be sent by e-mail, to the e-mail address of the customer who made the purchase with the Card, for any return of products purchased via www.zara.com.

Refund methods hereunder provided are an essential term, and as such, they are deemed to be expressly accepted upon purchasing and/or using the Card.

- The Card does not have an expiration date, and shall remain valid until all value stored on the Card is used.
- 12. The Card is a bearer instrument. Its holder shall be solely responsible for the use and custody of the Card. The Card shall not be replaced in case of theft, loss or damage thereof. However, ZARA may replace the Card in case of change of format of the Card.
- 13. Where the virtual Card is purchased via www.zara.com, ZARA shall not be responsible for the non receipt or the delay in receiving such Card by its intended recipient on grounds beyond ZARA's control, including inter alia: (i) the deficiencies or the breakdown of telecommunications lines/systems, (ii) the delay in the transmission of information or data or the loss of information or data which may occur under any of the circumstances provided under letter (i) above; (iii) the inaccuracy of the details of the recipient of the virtual Card provided by the purchaser of the Card; (iv) the non delivery of the Card at the e-mail address provided, or (v) the fact that the e-mail sent by ZARA is deemed to be spam or unwanted e-mail.
- 14. Cards originally obtained through any unlawful means shall be null and void and they shall not be used to purchase products, nor shall the price thereof be refunded.
- 15. The Gift Card shall not be used for the purposes of advertising or promoting products or services marketed by any third party other that the issuer of the card, unless prior written consent is given by this latter.
- 16. The purchase and/or use of the Card entails the full acceptance of these terms and conditions, which have been made available to the customer upon purchase of the Card, and which are also available at ZARA stores and/or at the www.zara.com website.