ZARA GIFT CARD GENERAL TERMS AND CONDITIONS OF USE

- 1. The Gift card (hereinafter, the Card) is the property of Fashion Retail S.A. (Tax ID: DE 289 132 978), the issuer thereof (hereinafter, Fashion Retail), the holder of the Card being a mere depositary.
- 2. The Card is available in the following formats:
 - 2.1 Physical Card for sale via the Online-Store for Germany on www.zara.com_(hereinafter, www.zara.com).
 - 2.2 Digital E-Gift Card (hereinafter, E-Gift 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 in Germany (hereinafter, 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 web site in any other country.
- 4. The price of the Card can be paid by any of the means of payment accepted at www.zara.com. 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. Notwithstanding the above, and as is the case with the remaining products put for sale via www.zara.com, under the same terms and conditions, the return of any Card which has not been used yet shall be accepted, within the following terms, and always in observance of the statutory term provided:
 - 5.1 Physical Cards purchased via www.zara.com may be returned within ONE MONTH of the date of e-mail confirming shipment.
 - 5.2 E-Gift Cards purchased via www.zara.com may be returned within ONE MONTH as of the date of dispatch of the E-Gift Card by Fashion Retail 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 cardholder will need to provide the e-ticket. The e-ticket was attached to the e-mail confirming shipment, and is also saved under your account on our website, and on the ZARA mobile app (if you have an iOS mobile phone). Return of any card purchased abroad or at any www.zara.com website of any other country shall not be accepted.

- 6. Prior to use, Physical Cards purchased at www.zara.com must be activated in accordance with the instruction provided at www.zara.com or on the leaflet that is sent with the Gift Card. Activating methods hereunder provided are an essential term, and as such, they are deemed to be expressly accepted upon purchasing and/or using the Card.
- 7. The Card can be used as often as the holder thereof would like, until the total amount has been used up.
- 8. 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.
- 9. 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.

- 10. Products purchased with the Card at any ZARA store shall be subject to the same exchange and return policy as well as to statutory rights 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 said web.
- 11. Where appropriate, refund for products purchased with the Card which are returned shall be made in the following manner:
 - 11.1 By increasing the remaining balance of the Card, provided that, however, such Card still exists when the return is made.
 - 11.2 Through crediting on 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:
 - 11.2.1 Voucher card issued by Kommanditgesellschaft ZARA Deutschland B.V & Co., to be handed out in the store, for any refund for products purchased at any ZARA store.
 - 11.2.2 Voucher card issued by Fashion Retail, 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.

- 12. The Card shall be valid for an indefinite period from the date of purchase.
- 13. 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, Fashion Retail may replace the Card in case of change of format of the Card.
- 14. Fashion Retail shall not be responsible for the non receipt or the delay in receiving such Card by its intended recipient on grounds beyond Fashion Retail 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 E-Gift Card provided by the purchaser of the E-Gift Card; (iv) the non-delivery of the E-Gift Card at the e-mail address provided, or (v) the fact that the e-mail sent by Fashion Retail is deemed to be spam or unwanted e-mail.
- 15. 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.
- 16. The 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.
- 17. 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 www.zara.com.
- 18. Complaints which arise out of the use of the Card shall be addressed to Fashion Retail S.A., Avenida de la Diputación, Edificio Inditex, 15143 A Coruña, Spain.