

# **Zara Terms and Conditions for Online Transactions**

## **1. Preamble**

The Terms and Conditions herein shall govern your use of the Website and constitute a valid agreement between you and us (hereinafter referred to as “the Terms”). These Terms specify the rights and obligations of all users (hereinafter referred to as “you”/“your”) and Zara Asia Limited, a corporation trading in the name of ZARA and registered at Hong Kong Chamber of Commerce of China (company registration number: 593159; registration address: ROOM 1&8-12, Tower 2, 34/F, The Gateway, Harbour City, 25 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong Special Administrative Region; and financial identification number: 20622103-000; hereinafter referred to as “us”/“our”/the “Vendor”) in relation to the goods/services offered through the Website or other websites we are linked to. Please read these Terms and our Privacy Policy carefully before clicking “Authorise Payment” to place an order. When placing an order using or through the Website, you agree to be bound by these Terms and our Privacy Policy. Please do not place an order if you do not agree to these Terms or our Privacy Policy.

Please read these Terms in detail before placing an order as they may be modified from time to time.

You may contact us by visiting the Website or via the contact form on the Website if you have any questions about these Terms or our Privacy Policy.

## **2. Sale of ZARA and ZARA HOME goods**

Sale of ZARA goods and sale of ZARA HOME goods through this website are both carried out by ZARA ASIA LIMITED. If you purchase a mixed order (i.e. order containing both ZARA and ZARA HOME goods) on this website, the order will be processed under one single authorisation, but you will be issued two invoices, each from ZARA and ZARA HOME respectively, together with one order or e-ticket.

## **3. Use of the Website**

Unless otherwise expressly consented by the Vendor in writing beforehand, these Terms shall be the only terms governing your use of the Website and shall supersede all other terms. These Terms are of great significance to both parties as they create a legally binding agreement between us that protects your rights as a valued customer and our rights as a business. You agree that you will be deemed to have read the Terms and accepted in whole the content thereof once you have placed an order.

You agree that:

1. You can only use the Website to make legitimate enquiries and place legitimate orders.
2. You will not place any speculative, false, or fraudulent orders. We will be entitled to cancel any order and report to the relevant authorities if we have reasonable grounds to believe that the order bears the above characteristics.
3. You promise to provide us with accurate email and postal addresses and/or other contact information, and confirm that we can contact you using such information when necessary (see our Privacy Policy for details).
4. We will be unable to complete your order if you fail to provide us with all necessary information.

By placing an order with the Website, you warrant that you have reached the legal age specified by laws of the Hong Kong Special Administrative Region and are legally capable of signing a binding agreement, and that you are fully responsible for the authenticity of all information in your order. You hereby confirm that we have provided you with and drawn your attention to information about the goods or services contained in your order (including but not limited to quantity and quality, price or cost, delivery time and method, safety precaution and risk warnings, after-sales service, and civil liability), and you have read and totally understand the foregoing information before placing orders on the Website.

#### **4. Availability of Services**

Goods or services offered through the Website are only available in the Hong Kong Special Administrative Region.

#### **5. Contractual Details**

Information specified herein and details on the Website shall not constitute an offer, but an invitation to treat. Any contract signed between you and us in respect of any goods shall only come into effect after your order has been accepted by us. If we did not accept your order but the payment has already been deducted from your account, the payment will be fully refunded.

To place an order successfully, you will be required to follow the online shopping procedures and click “Authorise Payment” to submit the order. After submitting the order, you will receive an email from us acknowledging that we have received your order (the Order Confirmation). Kindly note that your order only constitutes your offer to us to buy one or more items of goods from us, and the Order Confirmation

does not represent our acceptance of your order although the payment may have been deducted from your account. All orders are subject to acceptance by us. We will confirm such acceptance to you by sending you an email confirming that the goods have been delivered (the Delivery Confirmation). The contract between both parties for the purchase of goods (the Contract) will take effect officially after we have sent you the Delivery Confirmation.

The scope of the Contract will only involve goods that have been delivered as confirmed in the Delivery Confirmation. We will not be bound to provide any other goods which may be part of your order unless the delivery of such products has been otherwise confirmed in a separate Delivery Confirmation.

## **6. Availability of Goods**

Before a Delivery Confirmation is sent to you, all orders for goods are subject to the stock availability. In the event of supply difficulties or unavailability of stock, we reserve the right to provide you with information about substitute goods of an equal or higher quality to the goods you have ordered. If you do not wish to order such substitute goods, we will refund any previous payments made by you.

## **7. Rejection of Orders**

We reserve the right to withdraw any goods from the Website and/or remove or edit any materials or content on the Website at any time. We will make reasonable efforts to process all orders, but in exceptional circumstances that render us unable to process an order after we have sent you an Order Confirmation, we reserve the right to decide any time at our sole discretion that we are unable to process the order.

We will not be liable to you or any other third party for our withdrawal of any goods from the Website (whether it has been sold or not), removal or editing of any content on the Website, or refusal to process or accept an order after we have sent you an Order Confirmation.

## **8. Your Right of Cancellation (Cooling-off Period)**

If you have signed the Contract as a consumer, you will have the right to cancel the Contract within thirty (30) days of the date of the Delivery Confirmation. In such a case, you will be entitled to the payment refund for the goods made in accordance with our Return Policy (see Clause 13 below).

Your right of cancellation is only applicable where the goods returned is in exactly

the same condition as when you first received it. Please return all instruction manuals, documents, and packaging of the goods when returning it. We will not accept the returned goods if it is damaged, not returned in the same condition as when you first received it, or damaged to a degree beyond its condition when first removed from its packaging. Please take reasonable protective measures in taking care of the relevant goods.

You are entitled to cancel any Contract for the supply of any of the following goods:

- 0 Customised goods;
- 0 Music CD/DVD of which the original packaging has been opened;
- 0 Underwear.

When the goods is in your care, please take proper and reasonable measures to protect it, and keep the original packaging, instruction manuals/documents and packaging materials for use when returning the goods. More details about such right and how it should be exercised are stipulated in Clause 13 and outlined in the Shipment Confirmation.

The provisions hereof will not affect your legal rights as a consumer.

## **9. Delivery**

According to the provisions of Clause 6 above and except for any exceptional circumstances, we will endeavour to fulfil your order for goods listed in the Delivery Confirmation by the delivery date set out in the Delivery Confirmation. If no expected delivery date is specified, delivery shall be made within fifteen (15) days of the date of the Delivery Confirmation.

Reasons for delay may include causes related to:

- 0 Customised goods;
- 0 Special goods;
- 0 Unforeseen circumstances;
- 0 The delivery area;
- 0 Wrong information provided by you, such as a wrong delivery address.

ZARA HOME large items cannot be sent to a Drop Point. This option is not available if there is a ZARA HOME item in the basket that the system identifies as Large. Such information will be visible if you have placed an order.

We will endeavour to complete the delivery of an e-gift card ordered by you on the date designated by you during its order.

If we fail to complete delivery of goods on the delivery date due to any reason, we will notify you promptly, in which case you may either confirm you still need the goods and extend the delivery date or cancel the order and receive a refund of all payments previously made. Our delivery service is available 365 days a year.

For the purpose of these Terms, the “delivery” shall be deemed to have occurred or the goods shall be deemed to “have been delivered” once the goods has been signed off on and received at the agreed delivery address and the proof of signature and receipt have been submitted. An e-gift card shall be deemed to “have been delivered” when it has been sent to your designated e-mail address.

Acceptance of our delivery service means that you allow our delivery personnel to enter your house. Unless caused by our negligence, we will not be responsible for any hazard that can be avoided or mitigated by taking reasonable measures.

#### **10. Inability to Deliver**

In the case that we fail to deliver goods as agreed after three attempts, we will leave you a message informing you how you may contact the relevant delivery person to arrange for another delivery. If you are unable to be at the delivery location at the agreed time, please contact us and re-arrange a delivery date and location convenient for both of us. However, the new delivery location shall remain within the urban area originally specified in the order.

If it has been confirmed that we are unable to deliver the goods, we will refund the payment as soon as possible. In any case such refund shall be made within fifteen (15) days of confirming that delivery cannot be made as stipulated above. We will refund the money in the same manner as your payment.

This term shall not be applicable to e-gift cards, the delivery of which is subject to the terms of use for gift cards.

#### **11. Risk and Title**

The risks of the goods shall be borne by you once it has been delivered to the address designated by you. Ownership of the goods will only be transferred to you after we have received full payment of all sums due in respect of the goods (including

delivery charges) or upon delivery (as defined in Clause 9 above) (if delivery is later than payment).

## **12. Price and Payment**

The price of the goods shall be as quoted from time to time on our Website (except in the case of an obvious error on the Website). While we do take protective measures to ensure that all prices quoted on our Website are accurate, errors may occur. If we have discovered an error in the price of any goods you have ordered, we will inform you as soon as possible and provide you the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact you, the order will be treated as cancelled, and you will receive a full refund if you have paid for the goods.

We are under no obligation to sell the goods to you at the incorrect (lower) price (regardless of whether we have sent you a Delivery Confirmation) if the pricing error is obvious and unmistakable and could have been reasonably detected by you when placing the order.

All prices displayed on our Website are exclusive of delivery charges. Please refer to the delivery charges guide for the corresponding delivery charges, which will also be included in the payable sum.

Prices may change from time to time. However (unless otherwise stipulated above), such change will not affect any order of which the Delivery Confirmation has been sent.

Once you have finished shopping, all goods you have selected will be added to the shopping cart. The next step will be to complete the checkout process and make the payment. The specific steps are as follows:

0. Click “Shopping Bag” on the top of the page.
1. Click “View Shopping Bag”.
2. Click “Process Order”.
3. Fill in or confirm your contact information, order information, delivery address, and invoice address.
4. Make payment with your preferred method.

You may make the payment using a domestic bank card, Visa card, MasterCard, JCB China UnionPay, or gift card or pre-paid card issued by Zara Asia Limited. The purchase and use of a gift card shall be subject to the terms of use for gift cards.

To minimise the risk of unauthorised deposit and withdrawal, the details of your credit card will be encrypted. We also provide the option of “cash on delivery” as

one of a payment method according to the rules in the online purchase guide.

If we do not receive your payment, we will not be responsible for any delay or non-delivery nor sign any Contract with you.

### **Ordering and making payment through electronic devices in store:**

If you are placing your order through one of the electronic devices available at certain Zara stores in the Hong Kong Special Administrative Region, you need to follow the steps displayed on such an electronic device in placing your order, to ensure the information required for every step is completed and confirmed. Before making payment, you can modify the details of your order during the whole process. Before placing your order, you are required to choose your payment method and indicate whether you require a gift receipt (if applicable). Please note that once you click “Authorise Payment”, a legally valid order will be generated obligating you to pay after placing the order.

Payment may be made through Visa, MasterCard, or American Express cards. All the validation and authorisation procedures for the foregoing credit cards shall apply. If your order contains only ZARA goods, you may also choose to pay for your order at the counter through any payment method accepted at the store.

Please note that cancellation of an order placed via an electronic device at a store will require you to complete the payment for the order and wait for its delivery, and then return the goods in accordance with the Return Policy below.

Please note that the “Change Size” option is only available for ZARA items when the following payment methods are used when purchasing the original goods:  
**VISA, MasterCard, and JCB.**

## **13. Replacement/Return Policy**

### **You may cancel your order by exercising your right to return goods General policy:**

If you intend to cancel a Contract within the period specified in Clause 8, you may return the goods to any ZARA exclusive store in the Hong Kong Special Administrative Region (hereinafter referred to as a “ZARA Exclusive Store”), hand it over to the delivery person dispatched by us to your home, or Drop-off Points (subject to certain limitations on the size of items). Please follow our Return instructions on our Website and return the goods in the same full and sealed original packaging as when you first received it. Please contact us through our Website to enable us to arrange for receipt of the goods at the address designated by you. You

will not be responsible for any additional cost regardless of the return method opted by you. If you are not able to return the goods through either of the two return methods provided, you will need to bear the costs for the return. Please note that if we have borne certain costs when you returned the goods to us, we will be entitled to require you to pay any direct cost arising therefrom.

The balance in a gift card cannot be refunded or cashed out. Return of goods purchased via a gift card shall be governed by the terms of use for gift cards.

If you have any question, please contact us through the contact form on our Website or by dialling (+852) 3018 8400.

### **Return/replacement at ZARA stores:**

You may return or replace your goods at a ZARA store in your own name. You are required to complete the return form received with the goods when it was delivered and submit it to the ZARA store. Please use or attach all original packaging cases, instruction manuals/documents, and packaging materials when returning the goods. We will inform you whether the returned goods have been accepted after inspecting the goods. We will process your refund as quickly as possible. In any case, the refund will be made within thirty (30) days of us acknowledging to you that you are entitled to the refund. The sum received from you will be refunded in the same manner it was paid.

Any request for replacement of or refund for goods will be rejected if the goods are found to be worn compared to its original condition or has been unpacked and used.

Replacement of goods is only limited to goods of the same size, colour, and design. Replacement or exchanges of goods are not available for ZARA HOME items.

### **Return of goods ordered on an electronic device at a Zara Store and paid for at the store:**

Please note that goods ordered on an electronic device at a Zara Store in the Hong Kong Special Administrative Region and paid for at the store can only be returned at a Zara Store in the Hong Kong Special Administrative Region. Return through express delivery will not be accepted.

### **Return of defective goods:**

In circumstances where you find the goods inconsistent with the provisions in the



Contract upon receiving it, please contact us promptly through our Website and provide us with details of the goods or the defect. Alternatively, you may contact us by dialling 3018 8400, where we will inform you of the next step through the phone call.

You may return the goods to any Zara Exclusive Store in the Hong Kong Special Administrative Region or hand it over to the delivery person dispatched by us.

Upon receipt of the goods returned by you, we will inspect it thoroughly and notify you via email whether you are entitled to a replacement or refund (if any) within a reasonable period. We will process the replacement or refund as quickly as possible. In any case, we will notify you via email whether you are entitled to a replacement or refund in respect of the defective goods within thirty (30) days of receiving your returned goods.

If a defect has occurred, we will refund you for the defective goods in full, including the delivery charges and any necessary and reasonable cost incurred from returning the goods. Any sum will always be refunded in the same manner it was paid.

The provisions hereof will not affect your legal rights under any laws and regulations in force.

#### **14. Change of Size**

This option is only available for ZARA goods.

If you believe that the goods you have bought (the “**Original Goods**”) is of the wrong size, you may request for a change of size, and you do not have to pay additional delivery charges under Clause 8 hereof (the “**New Goods**”) if the Original Goods has been returned. This Clause will subsist legally and contractually notwithstanding your right of cancellation under Clause 8. You may request for a change of size through “Orders and Returns” in “My account” on our Website within 30 days as stipulated in Clause 8 hereof. You should choose the new size for your goods and ensure that (i) the goods should be the same item, (ii) the price should be equal to or higher than that paid by you for the Original Goods (but note that in such cases you will not be subject to additional charges), and (iii) that only certain payment methods were used when you purchased the Original Goods (please refer to Clause 12 hereof for more information). Please note that all the above conditions must be met before you are allowed to change the size of the Original Goods.

When requesting for a change of size and choosing a proper return method for the goods, you must either return the Original Goods at any Zara physical store in the

Hong Kong Special Administrative Region or through express delivery services arranged by our company. You should return your goods without improper delay. In any case it shall not be returned later than 14 calendar days after making the request for change on our Website. You will not be subject to additional charges for opting either of the two methods for returning the Original Goods.

If you choose to return the Original Goods at any Zara physical store in the Hong Kong Special Administrative Region, please present the relevant documents for the delivery of the Original Goods. If you return the Original Goods through express delivery services arranged by our company, please return the goods in its original packaging materials and follow the relevant steps specified in “Orders and Returns” on the Website.

After you selected a method for returning your goods, our company will arrange for the delivery of the New Goods as a separate new order within 2–3 days of you making the request to change the size, and the arrangement will be made no later than 30 days after such a request is made. You will not incur any extra cost by opting for this return method. The new order of the New Goods will be governed by these Terms, including the right to cancel or replace the Goods once under Clause 8 hereof. If you have any question or doubt about the New Goods, please reference the new order number. Please note that you are only entitled to make one more request for size change in respect of the new order. Any further requests thereafter will not be accepted.

Please note that if you fail to return the Original Goods at any Zara physical store in the Hong Kong Special Administrative Region or to the delivery person arranged by our company after 14 calendar days have elapsed since your request for size change on our Website, we will be entitled to charge you for the New Goods as a new order, subject to the stipulations in these Terms.

## **15. Liability and Disclaimers**

Our liability in respect of any goods bought through our Website is limited to its price of purchase, except for any liability the exclusion or restriction of which or any attempt to do so is strictly forbidden by laws or regulations.

According to the foregoing provision and within the scope fully permitted by law, unless otherwise prescribed in law, we are not responsible for any indirect loss caused by the secondary effect of the primary loss or damage arising from any infringement, breach of contract or any other acts (regardless of whether it was caused by the foregoing reasons or in what manner it was caused), including (but not limited to) any of the following reasons:

0. Loss of income or proceeds;
1. Loss of business;
2. Profit or contractual losses;
3. Loss of data; and
4. Waste of management or time for office work.

Due to the open nature of the Website and the potential for errors in the storage and transmission of digital information, we do not guarantee the accuracy and security of information transmitted to or obtained from the Website unless otherwise expressly set out on the Website.

Except for circumstances the exclusion of which is forbidden by relevant consumer laws, we deny all other warranties in any form to the full extent permitted by law. None of the provisions herein shall affect your legal rights as a consumer or your legal right to cancel a contract.

In accordance with the foregoing term, descriptions, data and materials about all goods published on the Website are provided and construed “as is”, and shall not constitute any express or implied warranty, or any warranty occurring in any manner.

## **16. Intellectual Property Rights**

You acknowledge and agree that all copyrights and trademarks as part of the Website and the intellectual property rights arising from all other materials or content provided shall belong to us or our licensors at all times. You are permitted to use these materials only after you have been expressly authorised by us or our licensors. You are not precluded by the provisions of this Clause from obtaining any order or copies of contractual details when using the Website.

## **17. Written Correspondence**

As required by applicable law, certain information or communication data will be sent by us to you in writing.

Once you have used our Website, you are deemed to have accepted that your communications with us will be conducted mainly through electronic means. We will contact you by email or provide you with information by posting notices on our Website. For contractual purposes, you accept such electronic means of communication, and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with all legal requirements and that such communications will be in writing. The present term will

not affect your legal rights.

## **18. Notices**

All notices given by you to us should be sent preferably through the contact form on our Website. Subject to and in line with the other methods specified in Clause 17 above, we may give notices to you either via the email or postal address provided by you to us when placing an order.

A notice is deemed to have been duly received and served 24 hours after an email has been sent or three days after a letter has been mailed, and after it has been announced on our website. As proof of successful service of a notice, a letter shall be deemed to have been duly served if it has been reasonably delivered, stamped and placed in the letter box, or an email shall be deemed to have been duly received after it has been sent to the email address specified by the addressee.

## **19. Transfer of Rights and Obligations**

The contract between you and us is binding on both of us and our respective successors and assignees.

You may not transfer, assign or otherwise dispose of a contract or your rights or obligations thereunder without our prior written consent.

We may transfer, assign, sub-contract or otherwise dispose of a contract or our rights or obligations thereunder during the valid period of the contract. For the avoidance of doubt, any such transfer, assignment, pledge, or disposal in any other manner of a contract will neither affect your legal rights as a consumer nor cancel, reduce or restrict any express or implied warranty or promise made by us to you.

## **20. Force Majeure**

In respect of the impact of events beyond our reasonable control (“force majeure”), we will not be partially or fully liable for any failure to perform, or delay in performance of any of our contractual obligations caused by such events. Force majeure refers to any objective circumstances that are unforeseeable, unavoidable, and insurmountable.

Despite reasonable measures taken by us to prevent viruses, worms, Trojan horses, and other hazards from harming our Website, we and our affiliated companies, agents, licensees, or other third-party suppliers do not guarantee that our Website or

the content displayed thereon (whether downloadable or not) do not contain such destructive programs. We and our affiliated companies, agents, licensees, or other third-party suppliers will not bear any direct, indirect, or joint liability for losses or damage caused by such destructive programs. For the avoidance of doubt, you shall decide at your discretion whether to download or obtain any data through the Website the risks of which shall be borne by yourself, as you will be fully responsible for any damage or data losses caused to your computer system by any data downloaded from our Website.

We may provide links to third-party websites on our Website, which are only for reference, and their content is beyond our control. Therefore we will not be responsible for any loss or damage possibly caused by the use these links.

## **21. Waiver**

Neither our failure to insist on your strict performance of the Contract or any of your obligations under these Terms at any time within the valid period of the Contract, nor our failure to exercise any of our rights or remedies under the Terms, shall constitute a waiver of such rights and remedies or exempt you from performing such obligations.

No waiver by us of your liability for breach of any terms or conditions hereof shall act as our waiver of your liability for any future breach of this Contract or the Terms.

Our waiver of any terms or conditions hereof shall be considered invalid unless expressed by us and notified to you in writing, as stipulated in the foregoing "Notice" clause.

## **22. Severability**

If any term in the Contract or these Terms is determined by any competent authority to be invalid, unlawful or unenforceable, such term, condition or provision shall be severed from the remaining terms, conditions and provisions that continue to be valid to the fullest extent permitted by law.

## **23. Entire Agreement**

These Terms and any document explicitly referred to therein constitute the entire agreement between you and us in respect of the content of the contract, which shall supersede any oral or written agreement, understanding or arrangement between us.

You confirm with us that except as expressly stated in this Contract, neither of us, while signing the agreement, has relied on any statement, warranty or promise provided by one party to the other or implied in any oral or written negotiations between both parties. Prior to the date of the Contract, neither of us has obtained any remedies due to any oral or written misrepresentation (other than fraudulent misrepresentation) made by the other party. After a formal agreement is signed between both parties, either party may seek for remedies against the other party for breach of contract as stipulated under the terms of the Contract.

#### **24. Our Right to Revise the Terms**

We reserve the right to revise and amend these Terms from time to time, and such revisions or amendments will be published on the Website of which we are not required to notify you separately. Our revisions and amendments of these Terms will come into effect automatically after they have been published on the Website.

Your use of the Website or act of placing orders through the Website after our revisions and amendments of the Terms represents that you agree to be bound by these Terms at any relevant times. Please refrain from placing any order if you do not agree to all the terms in force at any relevant time. For this reason, you should always review these Terms as published on the Website before placing an order.

When ordering our goods, you will be bound by these Terms, our Privacy Policy and other valid policies on the Website unless these Terms, our Privacy Policy, and other valid policies on the Website are required to be changed by law or government agencies (in which cases they will apply to your previous orders).

#### **25. Applicable Laws and Jurisdiction**

Agreements made as a result of the purchase of any goods through our Website will be governed by the laws of the Hong Kong Special Administrative Region.

Any dispute arising from or in connection with such agreements shall be subject to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

If you are a consumer, no part of these Terms will affect your legal rights as a consumer.

This Contract is written in both Chinese and English. In the case of any discrepancy between the Chinese version and the English version, the Chinese version shall prevail.

**26. Feedback**

We welcome your comments and feedback. Please send us your comments and feedback through the contact form on the Website.

