

ZARA GIFT CARD
GENERAL TERMS AND CONDITIONS OF USE

1. The Gift Card (hereinafter, the Card) is the property of the issuer ZARA Retail NZ Limited NZBN: 9429042020578 (hereinafter, ZARA). The holder of the Card being a mere depositary.
2. The Card is exclusively valid in New Zealand to purchase products being sold in any ZARA store or via www.zara.com.
3. The price of the Card can be paid by any of the means of payment accepted at the ZARA stores or via www.zara.com. Cards shall not be paid by means of another Gift Card.
4. The return of any Card which has not been used yet shall be accepted within the following terms:
 - 4.1 Cards purchased at any ZARA store may be returned within 30 days as of the date of purchase.
 - 4.2 Physical Cards purchased via www.zara.com may be returned within 30 days as of the date of the shipping confirmation e-mail.
 - 4.3 Virtual Cards purchased via www.zara.com may be returned within 30 days as of the date of dispatch of the virtual Card by ZARA to the intended recipient thereof.

Sale of these different card formats shall be subject to their availability in New Zealand.

The price paid for the Card shall be refunded using the same means of payment used to purchase it. For such refund, the sales receipt or e-ticket and, where appropriate, the payment card and the payment receipt must be presented. Return of any Card purchased abroad shall not be accepted.

Any outstanding balance of the Card shall not be refunded, or exchanged for cash.

5. The Card can be used as often as the holder thereof would like, until the total amount has been used up.
6. 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. 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.
7. Products purchased with the Card at any ZARA store shall be subject to the general purchase terms and conditions as any other products purchased at said stores. Products purchased with the Card via www.zara.com shall be subject to the purchase terms and conditions shown on said website.
8. Where appropriate, refund for products purchased with the Card which are returned shall be made by ZARA by reversing the purchase price of the returned product back onto the remaining balance of the Card. However, where the Card no longer exists upon return of

the products, the price of such product shall be credited to a Voucher Card issued by ZARA.

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

9. The Card does not have an expiration date.
10. 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.
11. 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.
12. 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.
13. The Card shall not be used for the purposes of advertising or promoting products or services marketed by any third party other than the issuer of the Card, unless prior written consent is given by this latter.
14. By purchasing, using or attempting to use the Card you accept and agree to be bound by these terms and conditions which have been made available to the customer upon purchase of the Card, and which are also available at any ZARA store and at www.zara.com.
15. ZARA reserves the right to change any of these General Terms and Conditions of Use at any time where the change is required:
 - to prevent the occurrence of fraud or other unlawful or unacceptable conduct;
 - to comply with any law, regulation or statute or order or judgment of any court, tribunal or other body of competent authority; or
 - where we consider, acting reasonably, that it will not be to your detriment.

Changes to these General Terms and Conditions of Use will be available at any ZARA store and at www.zara.com.