

ZARA GIFT CARD
GENERAL TERMS AND CONDITIONS OF USE

1. The Gift Card (hereinafter the “Card”) is the property of the issuer thereof, ZARA Österreich Clothing GmbH with VAT N°. ATU46400201 (hereinafter “ZARA”). The holder of the Card being a mere depositary.
2. The Card is exclusively valid in Austria to purchase products being sold in any ZARA store or via www.zara.com. The Card is available in the following formats:
 - 2.1 Physical Card for sale at any ZARA store.
 - 2.2 Physical Card for sale on www.zara.com.
 - 2.3 Virtual Card for sale on www.zara.com (hereinafter the “E-Gift Card”).
3. 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. Cards shall not be paid by means of another Card.
4. 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:
 - 4.1 Physical Cards purchased at any ZARA store may be returned within 30 calendar days as of the date of purchase.
 - 4.2 Physical Cards purchased on www.zara.com may be returned within 30 calendar days as of the date of the delivery confirmation e-mail.
 - 4.3 E-Cards purchased on www.zara.com may be returned within 30 calendar days as of the date of dispatch of the Card by ZARA to the intended recipient thereof.

Sale of the above different card formats shall be subject to availability in Austria.

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 shall be presented. The e-ticket is attached to the delivery confirmation e-mail and is also saved under “My Account” on www.zara.com and on the mobile App. Return of Cards purchased abroad or at any www.zara.com site of any other country shall not be accepted.

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

5. 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 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.
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 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 on www.zara.com. The remaining balance of the Card may be checked at any ZARA store or at www.zara.com.
9. 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. Products purchased with the Card on www.zara.com shall be subject to the purchase terms and conditions shown on said website.
10. Where appropriate, refund for products purchased with the Card which are returned shall be made by ZARA by crediting the 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:
 - 9.1 a Voucher Card to be handed out in a ZARA store, for any refund for products purchased at any ZARA store, or
 - 9.2 a Voucher Card, 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.

11. The Card shall be valid for an indefinite period from the date of purchase.
12. The Card is a bearer instrument; it can be used by the respective holder. 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 E-Gift 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 E-Gift 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 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.

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 any ZARA store and at www.zara.com.
17. Complaints which arise out of the use of this Card shall be addressed to: ZARA Österreich Clothing GmbH, Kärntner Straße 11/Top 6, A-1010 Vienna.