

GIFT CARD
GENERAL TERMS AND CONDITIONS

1. The Gift Card (the Card) is valid to purchase products being sold in any brick and mortar store or online for the following brands of the Inditex Group in Canada: Zara, Massimo Dutti, Bershka, Stradivarius, Oysho and Zara Home Stores (hereinafter, individually any of them, Store, and collectively, "Stores").
2. The Card is the property of the issuer ITX Canada Ltd, GST 895218121, and registered office at 1200 McGill College Suite 1910 Montréal, Québec H3B 4G7. The holder of the Card is a mere user and depositary thereof.
3. The Card is rechargeable, but any outstanding balance of the Card may not be refunded or exchanged for cash, except as required by law. The return of any Card which has not been used yet (as used in this Policy, "used" refers to making a purchase with the Card and/or recharging it) shall be accepted only at the Store where it was purchased, within the following terms:
 - 3.1. Physical Cards, within thirty (30) calendar days as of (i) the date of purchase for Cards purchased at available brick and mortar stores, and (ii) the shipping confirmation email for Cards purchased online.
 - 3.2. Virtual Cards, within thirty (30) calendar days as of the date of issuance of the Card to the intended recipient thereof.

The price paid for such Card shall be refunded using the same means of payment used its purchase. For such refund, the original cash register receipt or e-ticket and, where appropriate, the payment card and the payment receipt must be produced. The return of any Card purchased abroad or through any website of any country other than Canada shall not be accepted.

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

4. Any outstanding balance on the Card shall not be refunded or exchanged for cash unless required by applicable law. Cards cannot be purchased using another Card.
5. Where appropriate, any refund of the price of the products purchased with the Card which are returned shall be made by crediting the price of the returned products back onto the remaining balance of the Card. However, if the Card no longer exists upon returning the products, the price of the returned products shall be credited to a Voucher Card, whose terms and conditions of use are: Voucher cards shall be valid to purchase any product being sold in the Stores. The outstanding balance of the Voucher Card shall not be refunded or exchanged for cash, unless required by applicable law. Lost, stolen, or damaged Voucher Cards shall not be replaced.

The refund method herein provided is an essential term. By purchasing and/or using the Card, this evidences your full acceptance of such term.

6. The Card purchased at our Stores as defined above does not expire and does not carry any administrative fees.

7. The Card is a bearer instrument. Its holder shall be solely responsible for the use and custody of the Card. Treat the Card like cash. The Card shall not be replaced in case of theft, loss, or damage thereof. However, the issuer may replace the Card in case of change of format of the Card.
8. The Card can be used as often as the holder would like until the outstanding balance of the Card reaches zero. The Card cannot be used towards the repurchase or exchange of previously purchased items or services.
9. Where the purchase price of items or services is in excess of the outstanding balance on the Card, the difference may be paid through any payment means accepted at the Stores for purchases being made at such Store. The outstanding balance of the Card may be checked at any Store.
10. Cards originally obtained via any unlawful means shall be null and void and may not be used to purchase products, nor shall the price thereof be refunded.
11. The Card shall not be used for the purposes of advertising or promoting products or services marketed by any third party unless prior written consent is given by the issuer.
12. Where the Card is purchased online or virtually, we shall not be responsible for the non-receipt or the delay in receiving such Card by its intended recipient on grounds beyond our 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) impossibility of delivery of the Card at the e-mail address provided, or (v) the fact that the e-mail sent is deemed to be spam or unwanted e-mail.
13. The purchase and/or use of the Card entails the full acceptance of these terms and conditions, which have been made available to the customers upon the purchase of the Card and which are also available at the Stores. The issuer may modify these terms and conditions without notice.