

GIFT CARD  
GENERAL TERMS AND CONDITIONS

1. The Gift Card (hereinafter the Card) is exclusively valid to purchase products being sold in any brick-and-mortar store and online on any website of the Inditex Group in the Czech Republic, this includes Zara, Pull&Bear, Massimo Dutti, Bershka, Stradivarius, Oysho and Zara Home (hereinafter, individually any of them, Store, and collectively, Stores).
  2. The Card is the property of the issuer: INDITEX Česká republika, s.r.o., with registered seat at Rybná 682/14, 110 00 Prague 1, Czech Republic, registered in the Commercial Register of Municipal Court in Prague, Section C, Inlay 83972, Identification Number 264 64 047, VAT N° CZ 264 64 047 (hereinafter Inditex CR). The holder of the Card is a mere user and depositary thereof.
  3. The price of the Card can be paid by any of the means of payment, depending on the place (brick and mortar store or online on any website) where the Card was acquired.
  4. The return of any Card which has not been used yet, shall be accepted, exclusively at the Store where it was purchased, within the following terms, and always in observance of the statutory term provided:
    - 4.1 Physical Cards, within thirty (30) calendar days as of the date of purchase, for Cards purchased at brick-and-mortar stores, and as of the shipping confirmation email, for Cards purchased online.
    - 4.2 Virtual Cards, within thirty (30) calendar days as of the date of dispatch of the Card to the intended recipient thereof.
- Sale of these different card formats shall be subject to their availability in Czech Republic.
- The price paid for such Card shall be refunded using the same means of payment used to purchase it. For such refund, the original till receipt or e-ticket and, where appropriate, the payment card and the payment receipt must be produced. Return of any Card purchased abroad or at any website of any other country shall not be accepted.
5. Any outstanding balance of the Card shall not be refunded or exchanged for cash.
  6. The Card can be used as often as the holder thereof would like, until the total amount has been used up. 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 brick-and-mortar store, or in the information provided upon placing an order, for purchases made online. The remaining balance of the Card may be checked at any Store. 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 brick-and-mortar stores or online, as the case may be.
  7. Products purchased with the Card at any brick-and-mortar 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 online shall be subject to the purchase terms and conditions shown on the relevant websites of the Inditex Group.

8. Where appropriate, any refund of the price of products purchased with the Card which are returned shall be made by crediting the price of the products back onto the remaining balance of the Card. However, if the Card no longer exists upon returning the products, the price of the 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 for a 3-year period from its date of delivery. Its outstanding balance shall not be refunded or exchanged for cash. 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.

9. The Physical Card purchased at brick-and-mortar stores is valid for 3 years from the date of purchase, the Physical Card bought online is valid for 3 years from the date of the shipping confirmation e-mail thereof and the Virtual Card is valid from the date of dispatch to the intended recipient thereof. At the expiry of the validity period, the Card cannot be renewed, or used to purchase products, nor shall any unused remaining balance in the Card be claimed.
10. 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, Inditex CR may replace the Card in case of change of format of the Card.
11. Cards originally obtained via any unlawful means shall be null and void and they shall not be used to purchase products, nor shall the price thereof be refunded.
12. Where a Virtual Card is purchased, Inditex CR shall not be responsible for the non-receipt or the delay in receiving such Card by its intended recipient on grounds beyond Inditex CR'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) 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 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.
14. 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 purchase of the Card, and which are also available at the Stores.
15. Complaints which arise out of the use of this Card shall be addressed to: INDITEX Česká republika, s.r.o., Rybná 682/14, 110 00 Prague 1, Czech Republic.