GIFT CARD

GENERAL TERMS AND CONDITIONS OF USE

General

1. These terms and conditions govern the relationship between you and ITX Retail Ireland Limited.

2. By purchasing and/or using the gift card (the "**Card**"), this evidences your full acceptance of these terms and conditions, which have been made available to you at the time of purchase and which are also available at any Zara, Pull&Bear, Massimo Dutti, Bershka, Stradivarius or Zara Home physical stores in the ROI (the "**Inditex Physical Stores**") or on their respective ROI websites, or the ROI website of Oysho (the "**Inditex Online Store**"), together, being the "**Inditex ROI Stores**".

3. The Card is at all times the property of the issuer of the Card, who is ITX Retail Ireland Limited, a company registered in Ireland under company number 347364, whose registered office is at Fifth Floor, Block 5, Harcourt Centre, Harcourt Road, Dublin 2, Ireland, VAT number IE 6367364 Q ("**ITX Retail**").

4. The Card is exclusively valid in the Inditex Physical Stores located in the Republic of Ireland, and in the Inditex Online Store, to purchase any item being sold in any of the Inditex ROI Stores.

Payment

5. You can pay the initial opening balance for the Card by any of the means of payment accepted at the Inditex ROI Stores where you purchase the Card.

Validity

6. The Card can be used as many times and for as many purchases as the cardholder chooses until the total balance of the Card has been used up.

7. After using the Card, the remaining balance on the Card available will be the difference between the balance available prior to the purchase and the relevant amount used up in that purchase. The remaining balance on the Card is shown:
   7.1 on the till receipt, every time a purchase is made with the Card at an Inditex Physical Store; and
   7.2 in the information provided upon placing an order, if the purchase is made online via an Inditex Online Store.

   The remaining balance of the Card can be checked at any time at any Inditex ROI Store.

8. Where the purchase price is in excess of the available balance on the Card, the difference will need to be paid through any other payment means accepted at the relevant Inditex Physical Store or Inditex Online Store, as the case may be.

9. Items purchased with the Card at any Inditex Physical Store are subject to the same general purchase terms and conditions as any other items purchased at that store. Items purchased with the Card online via an Inditex Online Store are subject to the Purchase Conditions shown on that website.

10. Any refund for items purchased with the Card which are returned will be made by crediting the price of the returned items back onto the remaining balance of the Card. However, if the Card no longer exists when the items are returned, the price of the items will be credited to a Voucher Card, which will be handed to the customer in an Inditex Physical Store, for any refund for items

purchased at any Inditex Physical Store; or will be sent by e-mail, to the e-mail address of the customer who made the purchase with the Card, for any refund for items purchased via an Inditex Online Store.

The refund methods stated above are an essential term, and as such, they are deemed to be expressly accepted upon purchasing and/or using the Card.

11. The Card has no expiry date and can be reloaded with additional balance at any time at Inditex Physical Stores, by any of the means of payment accepted at Inditex Physical Stores. A card that is reloaded shall be considered a "used" card for the purposes of clause 16 below.

12. The Card is a bearer instrument. Its holder shall be solely responsible for the use and custody of the Card. A damaged, altered or cancelled Card will not be accepted as a method of payment by the Inditex ROI Stores and the Inditex ROI Stores will not replace any Card that is lost, stolen or damaged except in accordance with your legal rights (for example, if the Card is defective or not of satisfactory quality at the time of delivery, or in the case of a change of format of the Card).

13. If you have purchased a Virtual Card via an Inditex Online Store, the Inditex ROI Stores will not be responsible for any failure or delay in delivery of the Card to its intended recipient if caused by events or circumstances beyond Inditex ROI Stores' reasonable control, including (i) deficiencies or the breakdown of telecommunications lines/systems, (ii) a 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 (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.

14. Cards obtained through any unlawful means shall be null and void and they shall not be used to purchase items, nor will the remaining balance on the Card be refunded.

15. The Card shall not be used for the purposes of advertising or promoting items or services marketed by any third party other than Inditex ROI Stores without ITX Retail's prior written consent.

Return

16. The balance on the Card cannot at any time be refunded, or exchanged for cash, except (i) in accordance with your legal rights, for example, in the event that the Card is defective, or not of satisfactory quality, at the time of purchase; or (ii) if the Card is unused, purchased in the Republic of Ireland, and returned to ITX Retail:

    16.1 within 30 days from the date of purchase, in the case of a physical Card purchased at any Inditex Physical Store;
    16.2 within 30 days from the date of the Shipping Confirmation email, in the case of a physical Card purchased via an Inditex Online Store;
    16.3 within 30 days from the date of the dispatch, in respect of a virtual Card sent directly by us to your intended recipient or;
    16.4 within 30 days from the date of purchase, in respect of a virtual Card loaded to the Purchases section of your account, for you to pass on to your intended recipient.

    Sale of these different card formats shall be subject to their availability in the Republic of Ireland.

In respect of any Card purchased online, the statutory right of cancellation exists within 14 days of the date of the Shipping Confirmation e-mail. The price paid for the Card and its standard delivery costs (if any), less any amount that has been spent using the Card, will be refunded using the same means of payment used to purchase it. You must provide the e-ticket in order to enable ITX Retail to refund the balance of the Card. The e-ticket is attached to the Shipping Confirmation e-mail, and is also saved under your account on our website, and on our mobile App. Cards purchased in any other country or via any website for any other country, may not be returned or refunded in the ROI.

17. ITX Retail reserves the right to amend these terms and conditions from time to time. The Card will be subject to the terms in force at the time the Card was purchased, unless any change in the terms is required to be made by law or governmental authority, or any non-material change in the terms is due to technological changes in our systems; in which case any potential changes will also apply to cards previously purchased.