

## GIFT CARD

### GENERAL TERMS AND CONDITIONS OF USE

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1. Gottex Mutagim, a registered partnership under the registration number 540212594 (hereinafter: the "**Company**") is the issuer of the Gift Card (hereinafter: the "**Card**").
2. These Terms and Conditions, constitutes the basis for any purchase and/or holding and/or use of the Card and it exclusively regulates the legal relations between the Company and any customer purchasing and/or holding and/or using the Card (hereinafter: the "**Customer**" or "**User**").
3. Any purchase and/or use of the Card, constitutes the User's full acknowledgment and consent to these Terms and Conditions, which have been made available to Users at the time of purchase and are also available at any of the brick and mortar chain stores of the following brands in Israel (hereinafter: the "**Chains Stores**"), and at the online stores of said brands in Israel via websites and Apps (hereinafter: the "**Online Stores**"): "Zara", "Pull&Bear", "Massimo Dutti", "Stradivarius", "Bershka", "Oysho", "Zara Home", "Lefties". (regarding the "Oysho" and the "Lefties" Online Stores – when they become available by us).
4. The Card is valid in the purchase of products offered for sale at any of the Chains Stores and/or Online Stores.
5. The Card is available for purchase exclusively at the Chains Stores (subject to actual inventory as may be in the stores from time to time), and the initial balance for the Card can be paid by any of the payment methods accepted at the Chains Stores.
6. The Card is valid until the expiration date specified thereon.
7. A Card which has not been used yet may be returned exclusively at any of the chain stores of the brand from which it was originally purchased for a refund of its balance within thirty (30) days of its purchase date. The refund shall be processed using the same means of the original payment. For such refund, the sales receipt or e-ticket and, where appropriate, the payment card, must be presented and in certain cases, the credit card used for the original payment must also be provided. Gift cards purchased abroad (whether at a physical store or online) are not eligible.
8. Any outstanding balance of the Card shall not be refunded or exchanged for cash except (i) in accordance with the applicable law, including cash refund instead of an outstanding balance in the Card which does not exceed the lower of 5% of the initial balance of the Card and ILS100; or (ii) under Section 7 above.
9. The frequency of Card usage shall be at the discretion of the cardholder, until the earlier of (i) the full redemption of the balance on the Card; and (ii) its expiration date.

10. The remaining balance of the Card is shown on the cash register receipt every time a purchase is made with the Card, for purchases made at any Chains Stores, or in the information provided upon placing an order, for purchases made via the Online Stores. The remaining balance of the Card may also be checked at any Chains Stores or at the Online Stores available.
11. 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 the Chains Stores or at the Online Stores, as the case may be.
12. Products purchased with the Card at any Chains Store are subject to the general purchase terms and conditions apply to any other products purchased at the Chains Stores. Products purchased with the Card via Online Stores are subject to the purchase terms and conditions of the Online Stores.
13. Where appropriate, refund for products purchased with the Card which are returned shall be made by the Company by crediting the price of the returned product back onto the remaining balance of the Card or where the Card no longer exists upon the return of the products, by crediting the price of such product to a Credit Voucher issued by the Company (i) to be handed out in the Chains Stores, for any refund for products purchased at any Chains Store, or (ii) to be sent by e-mail to the address of the customer who made the purchase with the Card, for any return of products purchased at the Online Stores.

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.

14. 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 Company. The Card shall not be replaced in case of theft, loss or damage thereof except in accordance with Customers' rights under the applicable law or in case of change of format of the Card.
15. 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.
16. 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 the latter.
17. The purchase, possession and/or use of the Card constitutes full acceptance of these terms and conditions. The terms and conditions of use have been made available to the Customer upon purchase of the Card and are also available at any Chains Store and at any Online Store.
18. The Card does not constitute a payment method as defined in the Payment Services Law, 5779-2019.

19. The Company 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, or any non-material change in the terms is due to technological changes in the Company's systems; in which case any potential changes will also apply to Cards previously purchased.