

GIFT CARD
GENERAL TERMS AND CONDITIONS OF USE

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 available 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" (the "**Brands**").
4. The Card is valid in the purchase of products offered for sale at any of the Chains Stores and/or the available Brands Online Stores.
5. The Card is available for purchase at the Chains Stores and the Online Stores (with respect to the Chain Stores, subject to actual inventory as may be available 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 and the Online Stores.
6. The Card has no expiry date and may be redeemed until the full balance loaded thereon has been fully used.
7. A Card which has not been used yet may be returned only at any of the Chain Stores of the relevant Brand and in the relevant Brand's online store, in each case, solely of the Brand in which the Card was originally purchased for a refund of its balance within thirty (30) days of (i) the purchase date (for Cards purchased at a Chain Store) or (ii) the date the Card is received in the Customer's e-mail (for Cards purchased via the Online Stores). The refund shall be processed using the same means of the original payment. For such refund in the Chains stores, the sales receipt or e-ticket and, where appropriate, the payment card used for the original payment must also be provided. Gift cards purchased abroad (whether at a physical store or online) are not redeemable in Israel.
8. Any outstanding balance of the Card shall not be refunded, exchanged or converted to cash, and no change shall be given for partial use of the Card, 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. In that case, the holder of the Card can request the refund by presenting the Card at the Chains Stores of the brand in which the Card was originally purchased.
9. 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.

10. 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.
11. 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.
12. 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 valid for two years from the date of delivery 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.

13. The Card is a bearer instrument. Its holder shall be solely responsible for the use and custody of the Card, and the Company shall not be liable for any theft, loss or damage caused to the Card. A damaged, altered or cancelled Card will not be accepted as a method of payment by the Company. In the event of theft, loss or a defect in the Card, please contact the Company's customer service for assistance, subject to applicable law.
14. A Card that has been duly loaded is deemed equivalent to cash, is a bearer instrument, and its use is not subject to the provision of any identifying details.
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. Where the virtual Card is purchased via an Online store, 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 paragraph (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. In such case, please contact the Company's customer service for assistance.
17. 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.
18. 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.