

## GIFT CARD GENERAL TERMS AND CONDITIONS

1. The Gift Card (the Card) is the property of the issuer: ITX Italia S.r.l., with registered office at Milan, Largo Corsia dei Servi n° 3, Fiscal Code/ VAT N° 11209550158 ("ITX"). The holder of the Card is a mere user and depositary thereof.
2. The Card is valid exclusively in Italy to purchase products being sold in any brick and mortar store and online on any website with the sign and name: Zara ([www.zara.com](http://www.zara.com)), Pull&Bear ([www.pullandbear.com](http://www.pullandbear.com)), Massimo Dutti ([www.massimodutti.com](http://www.massimodutti.com)), Bershka ([www.bershka.com](http://www.bershka.com)), Stradivarius ([www.stradivarius.com](http://www.stradivarius.com)), Oysho ([www.oysho.com](http://www.oysho.com)), Zara Home ([www.zarahome.com](http://www.zarahome.com)) and Lefties ([www.lefties.com](http://www.lefties.com)) (hereinafter, individually any of them, Store, and collectively, Stores).
3. The Card can be purchased using the means of payment accepted online. The Card cannot be purchased using another Card.
4. The return of any Card which has not been used yet, shall be accepted, exclusively at the Store where it was purchased and within the following terms:
  - 4.1 Physical Cards, within thirty (30) calendar days 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, if you have chosen us to be the ones to send it by e-mail.
    - the date of purchase of the Card, if you have chosen to share it by yourself.

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.

Sale of the above defined different card formats shall be subject to availability in Italy.

5. The Card can be used as often as the holder thereof would like, until the total amount has been used up. The Card has a maximum value of 300 Euros.
6. 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 brick and mortar Stores, or in the information provided upon placing an order, for purchases made at online Stores. The remaining balance of the Card may be checked at any Store. Where the purchase price of the products is in excess of the remaining balance on the Card, the difference may be paid through any payment means accepted at Stores, as the case may be.
7. Products purchased with the Card at any Store shall be subject to the general purchase terms and conditions as any other products purchased at said Stores, subject to the provisions of Article 8.
8. Where appropriate, any refund of the price of the products purchased with the Card which are returned shall be made as follows:
  - 8.1 by crediting the price of the returned products back onto the remaining balance of the Card provided that such Card still exists at the time of the returned product.

8.2 Through a Voucher Card issued by ITX, where the Card no longer exists upon return of the products, (i) to be handed out in the store, for any refund for products purchased at any brick and mortar 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 online Stores. The Voucher Card shall be subject to these general terms of use, where applicable.

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 duration of validity of the Card is the following:

9.1. Physical Cards are valid for a 3-year period from the date of purchase for Cards purchased at any physical Store, and from the date of the shipping confirmation e-mail for Cards purchased at any Store online.

9.2 Virtual Cards are valid for a 3-year period from:

- the date of dispatch of the Card to the intended recipient, if you have chosen us to be the ones to send it by e-mail.
- the date of purchase of the Card, if you have chosen to share it by yourself.

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 refunded or exchange for cash.

10. The Card is a bearer instrument. 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, the issuer may replace the Card in case of change of format of the Card.
11. Where the virtual Card is purchased, ITX shall not be responsible for the non receipt or the delay in receiving such virtual 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.
12. 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.
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. The Card reflects merely a mean of payment and it is not intended to be in any way an instrument of investment or a solicitation of savings.