

ZARA GIFT CARD
GENERAL TERMS AND CONDITIONS OF USE

General

1. These terms and conditions govern the relationship between you and Alhambra Trading Limited (C28476), the franchisee for ZARA in Malta, having its registered office situated at PG Group Head Offices, Pama Shopping Village, Valletta Road, Mosta, Malta.
2. Your purchase and/or use of the Gift Card (the “Card”) 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 store in Malta and on www.zara.com.
3. The Card is the property of the issuer thereof, being Alhambra Trading Limited (“ZARA Malta”).
4. The Card is exclusively valid in Malta to purchase products being sold in any ZARA Malta store or online via www.zara.com.

Payment

5. The balance on the Card can be paid by any of the means of payment accepted at any ZARA Malta store or via www.zara.com (as applicable), but not by means of another Gift Card. The balance on the Card may not be increased.

Return

6. The balance on the Card cannot at any time be refunded, nor exchanged for cash, except if the Card is unused, purchased in Malta and returned to ZARA Malta by its purchaser:
 - 6.1 within thirty (30) days from the date of purchase, in the case of a physical Card purchased at any ZARA Malta store;
 - 6.2 within thirty (30) days from the date of the shipping confirmation email, in the case of a physical Card purchased via www.zara.com; or
 - 6.3 within thirty (30) days from the date of its dispatch by ZARA, in the case of a virtual Card purchased via www.zara.com.

Sale of these different card formats shall be subject to their availability in Malta.

The balance on the unused Card shall be refunded to its purchaser using the same means of payment used to purchase it. For any refund that may be due, the sales receipt or e-ticket and, where appropriate, the payment card and the payment receipt, must be presented to ZARA Malta. The return of any Card purchased abroad shall not be accepted.

Validity and Use

7. The Card can be used as often as the holder thereof would like, until the total balance on the Card has been used up. Should the holder wish to make use of it, the Card must be presented to ZARA Malta prior to each purchase. The holder will not be permitted to avail himself of the balance on the Card if he is unable to present the Card to ZARA Malta.
8. The remaining balance on the Card is shown: (i) on the cash register receipt, every time a purchase is made with the Card at a ZARA Malta store; or (ii) in the information provided upon placing an order, if a purchase is made online via www.zara.com. The remaining

balance of the Card may be checked at a ZARA Malta store or online at www.zara.com. 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 ZARA Malta stores or online at www.zara.com, as the case may be.

9. Products purchased with the Card at any ZARA Malta store shall be subject to the general purchase terms and conditions as any other products purchased at said stores. Products purchased with the Card online via www.zara.com shall be subject to the purchase terms and conditions shown on said website.
10. Any refund for products purchased with the Card which are returned shall be made by ZARA Malta by crediting the price of the returned product back onto the remaining balance of the Card. However, if the Card no longer exists when the products are returned, the price of the products will be credited to a Voucher Card issued by ZARA Malta: (i) to be handed to the customer in a ZARA Malta store, for any return of products purchased at any ZARA Malta store, or (ii) to be sent by e-mail to the e-mail address of the customer who made the purchase with the Card, for any return of products purchased via www.zara.com.

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 is valid for three (3) years from:
 - 11.1 the date of purchase in respect of physical Cards purchased at any ZARA Malta store;
 - 11.2 the date of the shipping confirmation email, in respect of the physical Cards purchased via www.zara.com; or
 - 11.3 the date of dispatch by ZARA, in respect of virtual Cards.

At the expiry of the validity period, the Card cannot be renewed, or used to purchase products, nor can any unused remaining balance on the Card be claimed.

12. The Card is a bearer instrument. Its holder shall be solely responsible for the use and custody of the Card. ZARA Malta shall not replace the Card and/or its value in case of theft, loss or damage thereof. However, ZARA Malta may replace the Card in case of change of format of the Card.
13. Where the virtual Card is purchased via www.zara.com, ZARA Malta shall not be responsible for any failure or delay in delivery of the Card to its intended recipient if caused by events or circumstances beyond ZARA Malta's reasonable control, including: (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) the non-delivery of the Card at the e-mail address provided; or (v) the fact that the e-mail sent by ZARA 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 products, nor can the remaining balance on any such Card be refunded.
15. The Card shall not be used for the purposes of advertising or promoting products or services marketed by any person other than ZARA Malta, unless prior written consent is given by ZARA.