

ZARA GIFT CARD
GENERAL TERMS AND CONDITIONS OF USE

1. These General Terms and Conditions (hereinafter, the General Terms) regulate the rules of purchase and use of physical and virtual Gift Cards (hereinafter, the Card).
2. The Card is the property of the issuer ZARA POLSKA SP. Z O.O. (hereinafter, ZARA). The holder of the Card is a mere depository (hereinafter, the Customer).
3. The Card is exclusively valid in Poland to purchase products (or pay for services) being offered in any ZARA store or via www.zara.com/pl.
4. The price of the Card can be paid by any of the means of payment accepted at ZARA stores or via zara.com. The Card shall not be paid by means of another Gift Card.
5. The return of any Card which has not been used shall be accepted, within the following terms and always in observance of the contractual term, provided that:
 - 5.1 The Card purchased at any ZARA store may be returned within 30 (thirty) days as of the date of purchase.
 - 5.2 Physical Card purchased via www.zara.com/pl may be returned within 30 (thirty) as of the date of the shipping confirmation e-mail.
 - 5.3 Virtual Card purchased via www.zara.com/pl may be returned within 30 (thirty) days as of the date of its dispatch by ZARA to the intended recipient thereof.

Notwithstanding the provisions of these Terms and Conditions, if you purchased the Card via Internet as:

- a) the consumer, or
- b) self-employed entrepreneur and the agreement under which you purchased the Card is directly related to your business activity, but it emerges from the content of that agreement that it does not have a professional nature for you,

you can return the Card purchased in this way by exercising the same, statutory right to withdraw from the agreement within 14 days from the date of receiving the Card, as in the case of products purchased via www.zara.com/pl. More information can be found in the Terms and Conditions of Purchase available at www.zara.com/pl. The Customer may present any proof of purchase of the Card when exercising the right to withdraw from the agreement.

Sale of the above defined different Card formats shall be subject to availability in Poland.

In the event of a return of the Card, the price paid for the Card shall be refunded using the same method of payment used initially to purchase the Card. Without prejudice to the aforementioned provisions regarding the return of the Card in the execution of the statutory right to withdraw from a contract concluded over via Internet, for such return, the original sales receipt or the e-ticket (in electronic or paper format) and, if applicable, the payment card and the payment receipt must be presented. Return of a Card purchased abroad or at any www.zara.com/pl website of another country than Poland shall not be accepted.

Within the validity period of the Card, except in cases of return of the Card exercising the statutory right of withdrawal from the contract entered into via Internet described above, the outstanding balance shall not be returned or exchanged for cash. However, such outstanding balance might be used to pay for any product at any ZARA store or via www.zara.com/pl.

- 6 The Card can be used until the total amount has been used up.
- 7 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 ZARA store, or in the information provided upon placing an order - for purchases made via www.zara.com/pl. The remaining balance of the Card may be checked at any ZARA store or at www.zara.com/pl. Where the purchase price is in excess of the remaining balance on the Card, the difference may be paid with any payment means accepted at ZARA stores or at www.zara.com/pl.
- 8 Products purchased with the Card at any ZARA store shall be subject to the general purchase terms and conditions as well as the policy regarding consumer's claims as any other products purchased at said stores. Products purchased with the Card via www.zara.com/pl for Poland shall be subject to the purchase Terms and conditions available on the said web.
- 9 Where appropriate, refund for products purchased with the Card that are returned shall be made by crediting the price of the returned product back onto the remaining balance of the Card or when the Card no longer exists, by crediting the price of such product to a Voucher Card issued by ZARA (i) to be handed out in the store, for any refund for products purchased at any ZARA 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 with the Card via www.zara.com/pl. This provision does not apply to refunds for returned products purchased with the Card as part of the fulfilment of the consumer's or natural person's warranty rights for defects in the item sold to the consumer or natural person running a sole proprietorship (who has entered into a sales agreement with ZARA for products directly related to their business activity, but it results from the content of this agreement that it does not have a professional character for them).
- 10 The Card is valid for a ten-year period from: (i) the date of purchase regarding the Card purchased at any ZARA store, (ii) from the date of the shipping confirmation e-mail for the physical Card purchased via www.zara.com/pl or (iii) from the date of dispatch of the virtual Card by ZARA to the intended recipient thereof.
- 11 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, ZARA may replace the Card in case of change of format of the Card or in case of the accepted consumer's claim regarding the Card.
- 12 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. If there are any suspicions as to the lawfulness of obtaining the Card, ZARA has the right to verify the above to the extent possible and inform a customer about the result of such verification.
- 13 The Card shall not be used for the purposes of advertising or promoting products or services marketed by any third party other than ZARA, unless prior written consent is given by this latter.

- 14 The purchase and/or use of the Card requires the prior acceptance of the Terms and Conditions, which are made available at the time of purchase of the Card and are available at ZARA stores and on the website www.zara.com/pl.
www.zara.com/pl.
- 15 Terms and Conditions do not exclude the Customer's rights under the mandatory provisions of law, which are in contradiction with them.