

GIFT CARD  
GENERAL TERMS AND CONDITIONS

1. The Gift Card (the Card) is valid to purchase any product being sold in any brick and mortar stores and websites of the Inditex Group in Portugal: Zara, Pull&Bear, Massimo Dutti, Bershka, Stradivarius, Oysho, Zara Home e Lefties (hereinafter, individually any of them, Store, and collectively, Stores).
2. The Card is the property of the issuer: ITX Portugal - Confecções, S.A., with Tax ID number 500 781 419, domiciled at Avenida Fontes Pereira de Melo, nº 49 – 2.º Esquerdo, 1050-120 Lisbon, the holder of the Card being a mere depositary.
3. The return of any Card which has not been used yet, shall be accepted, only at the Store where it was purchased, within the following terms:
  - 3.1 Physical Cards, within 30 calendar days as of the date of purchase, for Cards purchased at brick and mortar Stores, and as of the shipping confirmation email, for Cards purchased at a website.
  - 3.2 Virtual Cards, within 30 calendar days as of the date of dispatch of the Card to the intended recipient thereof.

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

For these purposes, use is considered both using the card to purchase products and recharging it.

The price paid for the 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 shall be presented. Return of any Card purchased abroad or at any website of any other country shall not be accepted.

4. The Card is rechargeable, but any outstanding balance of the Card shall not be refunded or exchanged for cash.
5. Where appropriate, any refund for products purchased with the Card which are returned shall be made by crediting the price of the returned product back onto the remaining balance of the Card. However, where the Card no longer exists upon return of the products, the price of such product shall be credited to a Voucher Card, whose conditions of use are: The Voucher Card is valid to purchase any product for sale at the Stores. Its balance shall not be refunded or exchanged for cash. The Card shall not be replaced in case of theft, loss or damage thereof.

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.

6. The Card/ Voucher has no expiry date.
7. The Card is a bearer instrument. Its holder shall be solely responsible for its use and custody. 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.
8. 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.

9. Where the virtual Card is purchased, 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 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.
10. 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.
11. The purchase and/or use of the Card entails the full acceptance of these terms and conditions, which have been made available to the customer upon the purchase of the Card, and which are also available at the Stores.