

OYSHO GIFT CARD

GENERAL TERMS AND CONDITIONS OF USE

The Gift Card (hereinafter, the Card) is the property of the issuer Kommanditgesellschaft ITX Deutschland B.V.& Co. KG (USt-ID: DE 275 231 309) (hereinafter, OYSHO). The holder of the Card being a mere depositary.

The Card is exclusively valid in Germany to purchase products being sold in any OYSHO store or via www.oysho.com. The Card is available in the following formats:

2.1 Physical Card for sale at any OYSHO store.

2.2 Physical Card for sale on www.oysho.com.

2.3 Virtual Card for sale on www.oysho.com (hereinafter the "E-Gift Card").

The price of the Card can be paid by any of the means of payment accepted at the OYSHO stores or via www.oysho.com. Gift Cards shall not be paid by means of another Gift Card.

The return of any Card which has not been used yet, shall be accepted within the following terms, and always in observance of the statutory term provided:

- Physical Cards, within thirty (30) days as of the date of purchase, for Cards purchased at any OYSHO store, and as of the date of the shipping confirmation e-mail, for Cards purchased at www.oysho.com.
- Virtual Cards, within thirty (30) days as of: o 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. o the date of purchase of the Card, if you have chosen to share it by yourself.

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

The price paid for the Card shall be refunded using the same means of payment used to purchase it. For such refund, the sales receipt or e-ticket and, where appropriate, the payment card and the payment receipt shall be presented. The e-ticket is attached to the shipping confirmation e-mail and is also saved under "My account" on www.oysho.com and on the mobile App. Return of any Card purchased abroad or at any www.oysho.com web site of any other country shall not be accepted. For these purposes, use is considered both using the card to purchase products and recharging it.

The Card is rechargeable, but any outstanding balance of the Card shall not be refunded, or exchanged for cash.

Prior to use, physical Cards purchased at www.oyscho.com must be activated in accordance with the instruction provided at www.oyscho.com or on the leaflet that is sent with the Gift Card. Activating methods hereunder provided are an essential term, and as such, they are deemed to be expressly accepted upon purchasing and/or using the Card.

The Card can be used as often as the holder thereof would like, until the total amount has been used up.

The remaining balance on the Card available shall be the difference between the remaining balance available prior to the purchase, and the relevant amount used up in such purchase. 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 OYSHO stores or at www.oyscho.com, as the case may be.

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 any OYSHO store, or in the information provided upon placing an order, for purchases made via www.oyscho.com. The remaining balance of the Card may be checked at any OYSHO store or at www.oyscho.com.

Products purchased with the Card at any OYSHO store shall be subject to the same exchange and return policy as well as to statutory rights as any other products purchased at said stores. Products purchased with the Card via www.oyscho.com shall be subject to the purchase terms and conditions shown on said website.

Where appropriate, refund for products purchased with the Card which are returned shall be made by OYSHO 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.

10.1 Voucher Card to be handed out in an OYSHO store, for any refund for products purchased at any OYSHO store.

10.2 Voucher Card, 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.oyscho.com.

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.

The Card shall be valid for an indefinite period from the date of purchase.

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, OYSHO may replace the Card in case of change of format of the Card.

Where the E-Gift Card is purchased via www.oysho.com, OYSHO shall not be responsible for the non-receipt or the delay in receiving such Card by its intended recipient on grounds beyond OYSHO's 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) the non-delivery of the Card at the e-mail address provided, or (v) the fact that the e-mail sent by OYSHO is deemed to be spam or unwanted e-mail.

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.

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.

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 purchase of the Card, and which are also available at any OYSHO store and at www.oysho.com.

Complaints which arise out of the use of this Card shall be addressed to Kommanditgesellschaft ITX Deutschland B.V. & Co., Mönckebergstraße 11, 20095 Hamburg.