

## OYSHO GIFT CARD GENERAL TERMS AND CONDITIONS OF USE

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1. The Gift Card (hereinafter, the Card) is the property of the issuer OYSHO FRANCE S.A.R.L., capital of 5 040 000 euros registered under the N° 497 987 222 RCS of Paris, 80 avenue des Terroirs de France, 75012 Paris. Email: [contact\\_fr@oysho.com](mailto:contact_fr@oysho.com); phone number: 01.55.78.88.88 (hereinafter, OYSHO). The holder of the Card being a mere depositary.
  2. The Card is exclusively valid in France to purchase products being sold in any OYSHO store or via [www.oysho.com](http://www.oysho.com).
  3. The price of the Card can be paid by any of the means of payment accepted at the OYSHO stores or at [www.oysho.com](http://www.oysho.com). Gift Cards shall not be paid by means of another Gift Card.
  4. The return of any Card which has not be used yet, shall be accepted, within the following terms:
    - 4.1 Cards purchased at any OYSHO store may be returned within 1 month as of the date of purchase.
    - 4.2 Virtual Cards purchased via [www.oysho.com](http://www.oysho.com) may be returned within 1 month as of the date of dispatch of the virtual Card by OYSHO to the intended recipient thereof.
- The sale of the different card formats defined above (physical and virtual) are subject to their availability in France.
- The price paid for the Card shall be refunded using the same means of payment used to purchase it. For such refund, the original sales receipt or the E-ticket and, where appropriate, the payment card and the payment receipt shall be presented. The E-ticket is attached to the shipping confirmation email, and is also saved under your account on [www.oysho.com](http://www.oysho.com), and on the mobile App. Return of any Card purchased abroad or at any [www.oysho.com](http://www.oysho.com) website of any other country shall not be accepted.
- Remember that any outstanding balance of the Card shall not be refunded, or exchanged for cash.
5. The Card can be used as often as the holder thereof would like, until the total amount has been used up and until its validity period expired.
  6. 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.oysho.com](http://www.oysho.com), as the case may be.

7. 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.oysho.com](http://www.oysho.com). The remaining balance of the Card may be checked at any OYSHO store or at [www.oysho.com](http://www.oysho.com).
8. Products purchased with the Card at any OYSHO store shall be subject to the general purchase terms and conditions as any other products purchased at said stores. Products purchased with the Card via [www.oysho.com](http://www.oysho.com) shall be subject to the purchase terms and conditions shown on said web.
9. 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 the return of the products, the price of such product shall be credited to a Voucher Card.
  - 9.1 Voucher Card, to be handed out in a OYSHO store, for any refund for products purchased at any OYSHO store.
  - 9.2 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.oysho.com](http://www.oysho.com).
10. 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.
10. The Card shall be valid for a 3 year-period from the date of purchase regarding the Card bought in store, from the date of the shipping confirmation e-mail for the physical Card purchased via [www.oysho.com](http://www.oysho.com) or from the date of dispatch of the virtual Card by OYSHO to the intended recipient thereof. 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 claimed.
11. The Card is a non-nominative Card. 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.
12. Where the virtual Card is purchased via [www.oysho.com](http://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 or (iv) the fact that the e-mail sent by OYSHO is deemed to be spam or unwanted e-mail.

13. 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.

14. The Gift 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 the issuer.

15.

Remember the consumer who decides to act upon a legal guarantee of conformity:

- The benefit of two years from the delivery of the goods to act;
- Can choose between the repair or the replacement of the product subject to the conditions of cost under Article L217-9 of the Consumer Code;
- Is requested to prove the existence of the lack of conformity of the product in the twenty four months following the delivery of the product.

The legal guarantee of conformity applies regardless of any commercial guarantee granted. The consumer may decide to implement the guarantee against hidden defects of the object sold within the meaning of Article 1641 of the Civil Code. In this case, the consumer can choose between cancelling the sale or reducing the purchase price in accordance with Article 1644 of the Civil Code.

Reminder of the provisions of the Consumer Code:

- Article L217-4 of the Consumer Code: The seller must deliver goods in conformity with the contract and is liable for defects of conformity existing upon delivery. The seller answers also to lack of conformity resulting from packaging, instructions for assembly or installation where the latter was part of the contract or the seller was responsible for it being carried out.

- Article L217-5 of the Consumer Code: To conform under contractual requirements, the product must:

1) Be suitable for the purpose usually associated with such a product and, where applicable:

- match the description given by the seller and possess the qualities that the seller has presented to the buyer in the form of a sample or model;
- present features that a buyer might reasonably expect given the public statements made by the seller, the producer or his representative, particularly in advertising or labelling;

2) Or have the characteristics defined by mutual agreement by the Parties or be suitable for any particular purpose required by the buyer, made known to the seller and accepted by the buyer.

- Article L217-12 of the Consumer Code: Action resulting from lack of conformity lapses two years after delivery of the good.

Reminder of the Civil Code:

- Article 1641 of the Civil Code: The seller is obliged to guarantee against hidden defects relating to the product sold which render it unfit for use (or diminishing its use) resulting in the fact that the buyer would not have purchased the product or would have paid a lower price if the defects had been known.
- Article 1648 of the Civil Code: Action resulting from latent defects must be brought by the purchaser within two years from the discovery of the defect. The products that we sell, especially artisan products, often have the characteristics of the natural materials used in manufacturing them. These characteristics can include variations in grain, texture, knots and colour. These variations may not be considered as defects or damage. On the contrary, you must count on their presence and appreciate them. We select only products of the highest quality, but natural characteristics are inevitable and should be accepted as part of the individual appearance of the product.

The provisions in this Clause shall neither affect your statutory rights as a consumer, nor your right to withdraw from the Contract.

16. The purchase / use of the Card entails the full acceptance of these terms and conditions, which have been made available to the purchaser of the Card at the time of the purchase in OYSHO store and on [www.oysho.com](http://www.oysho.com), and which are also available at any OYSHO store and at the [www.oysho.com](http://www.oysho.com) website.
17. The purchase and use conditions available on [www.oysho.com](http://www.oysho.com) website also govern the purchase and use of the Card made via this website.