

OYSHO 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 OYSHO POLSKA SP. Z O.O. (hereinafter, OYSHO). The holder of the Card is a mere depositary (the Customer).
3. The Card is exclusively valid in Poland to purchase products being sold in any OYSHO store or via www.oysho.com.
4. The price of the Card can be paid by any of the means of payment accepted at OYSHO stores or via www.oysho.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 OYSHO store may be returned within 1 month as of the date of purchase.
 - 5.2 Physical Card purchased via www.oysho.com may be returned within 1 month as of the date of the shipping confirmation e-mail.
 - 5.3 Virtual Card purchased via www.oysho.com may be returned within 1 month as of the date of the shipping confirmation e-mail.

Notwithstanding the above-mentioned provisions, when you are a consumer, the return of any Card purchased online will be accepted using the same right of withdrawal as exists for products purchased at www.oysho.com. For more information, please see the Terms and Conditions available at www.oysho.com. The customer might submit any evidence of the purchase of the Card while executing the right of withdrawal from the contract.

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

The price paid for the Card shall be refunded using the same means of payment used initially to purchase it. For such refund, the original sales receipt or the e-ticket (in electronic or paper format), and, where appropriate, the payment card and the payment receipt must be presented. Return of any Card purchased abroad or at any www.oysho.com website of any other country shall not be accepted.

Any outstanding balance of the Card shall not be refunded, or exchanged for cash. However, such outstanding balance might be used to pay for any product at any OYSHO store or via www.oysho.com until the validity period of the Card doesn't expire.

- 6 The Card can be used as often as the holder thereof would like, until the total amount has been used up and upon the lapse of the expiry date.
- 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 OYSHO store, or in the information provided upon placing an order - for purchases made via www.oysho.com. The remaining balance of the Card may be checked at any OYSHO store or at www.oysho.com. 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 OYSHO stores or at www.oysho.com.
- 8 Products purchased with the Card at any OYSHO 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.oysho.com 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 OYSHO (i) to be handed out in the store, for any refund for products purchased at any OYSHO 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.oysho.com.
- 10 The Card is valid for a ten-year period from: (i) the date of purchase regarding the Card purchased at any OYSHO store, (ii) from the date of the shipping confirmation e-mail for the physical Card purchased via www.oysho.com or (iii) 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 of the Card be claimed.
- 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, OYSHO 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, OYSHO 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 OYSHO, unless prior written consent is given by this latter.
- 14 The purchase and/ or use of the Card entails the full acceptance of these Terms and Conditions, which are available to the customer upon purchase of the Card and which are also available at any OYSHO store and at www.oysho.com.
- 15 Terms and Conditions do not exclude the Customer's rights under the mandatory provisions of law, which are in contradiction with them.