

## **GENERAL TERMS AND CONDITIONS OF USE OF THE DESIGUAL GIFT CARD**

Acquisition and/or use of the virtual gift card (the "**Digital Gift Card**") from Desigual implies full acceptance of these general terms and conditions of use, available on the online store [www.desigual.com](http://www.desigual.com) (the "**Online Store**") of Luxembourg (the "**Territory**").

### **1. Purchase and use of the Digital Gift Card**

You can purchase the Digital Gift Card from the Online Store ([www.desigual.com](http://www.desigual.com)) of the Territory.

The Digital Gift Card is valid for the purchase of Desigual products on sale in the Online Store ([www.desigual.com](http://www.desigual.com)) of the Territory.

The Digital Gift Card has a maximum balance that you can check during the purchase of Desigual products in the Online Store ([www.desigual.com](http://www.desigual.com)). You can use the Digital Gift Card as often as you like until the balance with which it was issued is used up. If a purchase exceeds the available balance on the Digital Gift Card, you can pay the difference using any of the payment methods accepted by the Online Store ([www.desigual.com](http://www.desigual.com)) of the Territory. You may accumulate up to a maximum of two (2) Gift Cards for paying for Desigual products in the Online Store ([www.desigual.com](http://www.desigual.com)) of the Territory.

### **2. Digital Gift Card Issuer**

The issuer of the Digital Gift Card is the company ABASIC, S.A., a company incorporated in accordance with Spanish law, whose registered address is Passeig del Mare Nostrum, 15, 08030 Barcelona, Spain, registered in the Barcelona Companies' Register, holder of tax number A-63054068. The aforementioned Desigual company issuing the Digital Gift Card is the owner thereof, with the holder of the Digital Gift Card being a mere holder or depositary thereof. The Digital Gift Card is a bearer document. Responsibility for the Digital Gift Card's use and safekeeping lies solely and exclusively with its holder or depositary.

### **3. Paying for the Digital Gift Card**

You can pay for the Digital Gift Card using any of the payment methods accepted by the Online Store ([www.desigual.com](http://www.desigual.com)) of the Territory. You cannot pay for a Digital Gift Card with another Digital Gift Card.

### **4. Digital Gift Card returns**

You may only return an unused Digital Gift Card to the Online Store ([www.desigual.com](http://www.desigual.com)) within a maximum of thirty (30) days of the date of delivery via Desigual Customer Service by either calling the telephone number found on the Desigual website ([www.desigual.com](http://www.desigual.com)) of the Territory in which it was purchased, sending an email to [help@help.desigual.com](mailto:help@help.desigual.com), or via the following [link](#). In all cases, it shall be necessary to provide the e-receipt. The amount shall be reimbursed using the same method employed in the purchase of the Digital Gift Card.

### **5. Checking the Digital Gift Card balance**

You can check the current balance on the Digital Gift Card on the Online Store ([www.desigual.com](http://www.desigual.com)). The balance on the Digital Gift Card will reduce as it is used to purchase Desigual products. In any case, the current balance on the Digital Gift Card will be included on the receipt every time a purchase of Desigual products is made.

### **6. RETURNS of Desigual products purchased with the Digital Gift Card**

The exchange and returns policy applicable to products purchased with the Gift Card shall be that contained in the terms and conditions of sale applicable to the purchase of Desigual products from Physical Stores and from the Online Store ([www.desigual.com](http://www.desigual.com)).

### **7. Loss of the Digital Gift Card**

The Desigual company issuing the Digital Gift Card shall not replace the Digital Gift Card in the case of theft, loss, misplacement, or damage. Nevertheless, Desigual reserves the right to replace the Digital Gift Card in the case of any change in its format.

## **8. Expiration of the Digital Gift Card**

The Digital Gift Card does not expire.

## **9. Other**

Without Desigual's prior written authorization, the Gift Card may not be used for advertising purposes or for the promotion of products or services sold by non-Desigual third parties.

In the case of the acquisition of a Digital Gift Card, Desigual accepts no responsibility for any failure or delay in receipt thereof by the addressee for reasons outside of Desigual's control, including but not limited to (i) deficiencies in or the collapse of telecommunication lines or systems, (ii) delay in the transfer of information or data or the loss of information or data that may arise due to any of the circumstances mentioned in Part (i) above, (iii) inaccuracy in the details of the addressee of the Digital Gift Card provided by the purchaser thereof, (iv) impossibility in delivering the Digital Gift Card to the email account provided by the purchaser thereof, or (v) the classification of the email sent as spam or junk mail.