

GENERAL TERMS AND CONDITIONS OF USE OF THE DESIGUAL GIFT CARD

Acquisition and/or use of the physical gift card (the "**Physical Gift Card**") and the virtual gift card (the "**Digital Gift Card**", jointly with the Physical Gift Card, the "**Gift Card**") from Desigual implies full acceptance of these general terms and conditions of use, available in both Desigual's own physical stores (seasonal stores and outlet stores) (the "**Physical Stores**") and the online store www.desigual.com (the "**Online Store**") of the United States of America (the "**Territory**").

1. Purchase and use of the Gift Card

You can purchase the Gift Card in the places in the Territory listed below:

- a) *Physical Gift Card*: available in the Physical Stores and, if such a purchasing option is available, from the Online Store (www.desigual.com); and
- b) *Digital Gift Card*: available from the Online Store (www.desigual.com).

The Gift Card is valid for the purchase of Desigual products on sale in the Physical Stores and in the Online Store (www.desigual.com) in the Territory.

The Gift Card has a maximum balance that you can check during the purchase of Desigual products from the Physical Stores and from the Online Store (www.desigual.com). You can use the 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 Gift Card, you can pay the difference using any of the payment methods accepted by the Physical Stores and the Online Store (www.desigual.com) of the Territory. You can accumulate up to a maximum of two (2) Gift Cards for paying for Desigual products in the Physical Stores and in the Online Store (www.desigual.com) available in the Territory.

2. Gift Card Issuer

The issuer of the Gift Card is the relevant Desigual company indicated in [Annex 1](#). The Desigual company issuing the Gift Card may vary depending upon whether you purchase the Gift Card from the Physical Stores or from the Online Store (www.desigual.com). The Desigual company issuing the Gift Card is the owner thereof, with the holder of the Gift Card being a mere holder or depositary thereof. The Gift Card is a bearer document. Responsibility for the Gift Card's use and safekeeping lies solely and exclusively with its holder or depositary.

3. Paying for the Gift Card

You can pay for the Gift Card using any of the payment methods accepted by the Physical Stores or by the Online Store (www.desigual.com) of the Territory. You cannot pay for a Gift Card with another Gift Card.

4. Gift Card returns

Returns of unused Gift Cards are accepted only in the Physical Stores or in the Online Store (www.desigual.com) of the Territory in which they were acquired within the following periods:

- a) *Physical Gift Card*: You may return a Physical Gift Card within a maximum of thirty (30) days of its date of delivery at any Physical Store in the Territory in which said Physical Gift Card was purchased. The amount paid for the Physical Gift Card shall be reimbursed using the same payment method employed in its purchase. To this end, you need to provide the original purchase receipt and, if applicable, the card used to make payment.

Under no circumstances shall returns of Physical Gift Cards purchased in Territories other than the Territory in which return of the Physical Gift Card is sought be accepted. Under no circumstances can the balance of a Physical Gift Card be reimbursed or exchanged for money.

- b) *Digital Gift Card*: You can return the Digital Gift Card within a maximum of thirty (30) days of the date of deliver via Desigual Customer Service by either calling the telephone number found on the Desigual website (www.desigual.com) of the Territory in which it was purchased, sending an email to 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 Gift Card balance

You can check the current balance on the Gift Card at the Physical Stores and on the Online Store (www.desigual.com). The balance on the Gift Card will reduce as it is used to purchase Desigual products. In any case, the current balance on the 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 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).

7. Loss of the Gift Card

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

8. Expiration of the Gift Card

The 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.

Annex 1

TERRITORY	AVAILABLE STORES	DESIGUAL COMPANY ISSUING THE GIFT CARD
USA	Physical Store	NTS W. USA, CORP. , a company incorporated in accordance with the laws of the United States of America, whose registered address is 228 Park Ave S, Suite 67794, New York – Zip Code 10003-1502 (USA), holder of tax number 68-0678045.
	Online Store (www.desigual.com)	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 TIN A-63054068.