

Giftify Gift Cards for Use in a Limited Network

Giftify Gift Cards - General Terms and Conditions

1. Scope of Use

- 1.1 These General Terms and Conditions for using Giftify Gift Cards (hereinafter referred to as the "**General Terms and Conditions**") apply to every buyer (hereinafter referred to as the "Buyer") and every Giftify Gift Card holder (hereinafter referred to as the "**Cardholder**"); the Buyer and the Cardholder hereinafter collectively referred to as "**you**") (hereinafter referred to as the "**Gift Card**"). By purchasing and/or holding the Gift Card, you agree to these General Terms and Conditions.
- 1.2 The Gift Card is issued by **CGI METROPOLE, s.r.o., with its registered office at Řevnická 1/121, 155 21, Prague 5, Czech Republic, identification number: 26120313**, as the owner of the Metropole Zličín Shopping Center (hereinafter referred to as the "**SC Owner**") at **Řevnická 1/121, 155 21, Prague 5, Czech Republic**, through the provider of technical, operational and financial services, i.e. Loyaltex SA, Cantersteen 47,1000 Brussels, Belgium, using its technical interface.
- 1.3 The Gift Card is issued and can be purchased in the specified currency only. The Gift Card must be purchased in the currency of the legal tender of the country in which it was issued – in this case, in Czech Crowns (CZK).
- 1.4 The Gift Card will not be topped up with any additional funds after its initial purchase, unless the Merchant refunds the value of a certain transaction to the Gift Card. These General Terms and Conditions are available at **metropolezlicin.giftify.net**. You may request a copy of these General Terms and Conditions from the Shopping Centre Administration at any time during the term of this contract.
- 1.5 The Gift Card is not a regulated product and is therefore not governed by e-money or payment services regulations.

2. Definitions

- 2.1 The term "Gift Card" means a product consisting of a prepaid payment card offered in accordance with these General Terms and Conditions.
- 2.2 The term "Buyer" or "Cardholder" means a party that requested, obtained and uses the Gift Card. The Cardholder may or may not be the Buyer of the Gift Card.
- 2.3 The term "Merchant" and/or "Shopping Center" means various establishments that provide services to Cardholders and are authorized to accept Gift Cards.
- 2.4 The term "Limited Network" means an establishment as defined in Article 2.3.

3. Gift Card Purchase and Top-Up

- 3.1 Gift Cards purchased at the Shopping Center may be topped up with a minimum of 500 CZK and a maximum of 6,000 CZK without the need to verify the Cardholder's identity. Gift Cards can be used for 12 months after they were topped up.
- 3.2 Gift Cards purchased online may be topped up with a maximum of 6,000 CZK without the need to verify the Cardholder's identity. Gift Cards must be activated within three (3) months of their purchase, either at the Shopping Center information booth or online at **metropolezlicin.giftify.net**, by entering their Gift Card number and the order reference number that will be sent to you by e-mail. Gift Cards purchased online will be sent by post; the shipping fee is specified in the price list of these General Terms and Conditions.
- 3.3 To top up your Gift Card, you must pay by cash, a credit card or a debit card issued by a regulated financial institution registered in the Czech Republic or the European Economic Area (EEA).
- 3.4 When topping your Gift Card, you must pay in Czech Crowns, regardless of the currency of your credit or debit card.

- 3.5 We may refuse to issue or sell a Gift Card without giving any reason and without the Buyer's right to claim any compensation for such refusal.

4. Gift Card Use

- 4.1 The Buyer may use or transfer the Gift Card to another person (a new Cardholder) as a gift. When transferring the Gift Card, the Buyer must inform the new Cardholder of these General Terms and Conditions.
- 4.2 The Gift Card may be used in Shopping Center stores and points of sale only and exclusively for transactions carried out in the presence of the Cardholder.
- 4.3 Your balance will be reduced by the amount of your purchase.
- 4.3.1 In the case that any purchase exceeds the amount available on your Gift Card or the limit of your Gift Card, you may pay the outstanding amount of your purchase in another way, i.e. in a way allowed by the Merchant (by a credit card, cash, etc.), provided, however, that the Merchant allows a combination of such payments.
- 4.3.2 Once you purchase your Gift Card, you cannot top it up with any additional funds.
- 4.4 The Gift Card is not a debit card linked to a bank account. The amount topped up to your Gift Card does not bear any interest.
- 4.5 You are not allowed to use your Gift Card for the following purposes:
Pre-approved regular payments.
- 4.5.1 Transactions outside the Shopping Center;
- 4.5.2 Online transactions, including transactions on the website of Shopping Center distributors;
- 4.5.3 Cash transactions, including cash installment payments, account withdrawals, money orders, traveler's checks, foreign currency transactions or money changing transactions;
- 4.5.4 Any illegal purposes.
- 4.6 In addition, you cannot use your Gift Card if the Merchant is unable to verify online whether or not you have sufficient funds on the Gift Card to complete the transaction.
- 4.7 The Shopping Center is not responsible for the quality, safety, legality or any other aspect of goods or services purchased with your Gift Card.
- 4.8 You cannot exchange or sell your Gift Card; it does not entitle you to any monetary consideration.
- 4.9 You may not modify your Gift Card or any services provided in connection with your Gift Card in any way.
- 4.10 We have the right to terminate, suspend or restrict the validity of your Gift Card for the following reasons:
- 4.10.1 The security of your Gift Card or your Gift Card number;
- 4.10.2 A suspected unauthorized or fraudulent use of your Gift Card. We will try to inform you before terminating, suspending or restricting your Gift Card. In the case that this is impossible, we will inform you about it as soon as possible. The request for information does not apply where appropriate security measures are at stake or where the provision of such information would be illegal. For these purposes, please always keep your receipt (or any other proof of purchase of your Gift Card) together with the TOKEN number.

5. Payments

- 5.1. The Shopping Center has the right to assume that you approved the transaction once you swipe the magnetic stripe of your Gift Card over the Merchant's scanner or provide the Merchant with information allowing the transaction to take place.
- 5.2. No transaction can be cancelled once it is sent to us/our system for verification.
- 5.3. A transaction may be rejected - typically for the following reasons:
- 5.3.1 The transaction amount is greater than the remaining balance on your Gift Card;
- 5.3.2 The Shopping Center reasonably suspects that there are reasons for rejecting the transaction in accordance with the rules of the payment system (Visa or MasterCard) for which your Gift Card was issued;
- 5.3.3 The Shopping Center reasonably suspects that there are reasons to believe that such action is necessary in order to comply with a legal obligation.

- 5.4 The Shopping Center is not required to carry out a transaction in the event of force majeure or in the event of technical problems on the part of the Shopping Center or the Merchant.

6. Foreign Currency Transactions

The Gift Card can be used for transactions in the currency of the Gift Card (CZK) only.

7. Orders and the Time of Their Processing

- 7.1 The time of processing your order shown on the website is approximate.
7.2 Gift Cards are sent by a third party's courier service. We are not responsible for any delays caused by the courier.

8. Balance Check

To check your Gift Card balance or see your transactions, please visit metropolezlicin.giftify.net, call the Shopping Center during its opening hours (phone number: +420 226 081 540), visit a Shopping Center point of sale or scan the QR code.

9. Refund

Your Gift Card is not subject to regulations applicable to e-money issuers and therefore you are not entitled to any refund of your Gift Card balance.

10. Gift Card Expiration

- 10.1 Your Gift Card and Gift Card balance will expire 12 months after you topped up your Gift Card. This day is referred to as the "expiration date." On this day your Gift Card will stop working and can no longer be used as a means of payment.
10.2 You can check the expiration date at metropolezlicin.giftify.net or at the Shopping Center.
10.3 Once your Gift Card expired, you will not be able to use the remaining balance. You are not entitled to a refund of the balance on your Gift Card.

11. Security Measures

- 11.1 No third party may use your Gift Card without your permission. Your Gift Card or its number may be used to make a transaction (or to assume the obligation to make a transaction).
11.2 In the case that your Gift Card is lost or stolen or you believe that your Gift Card (or its number) was misused, you must:
11.2.1 Contact the Shopping Center and block your Gift Card (phone number: +420 226 081 540);
11.2.2 Immediately stop using your Gift Card and its number. In the case that you find your reported lost, stolen or misused Gift Card, you will be required to destroy it and to inform the Shopping Center as soon as possible;
11.2.3 You are responsible for any use of your Gift Card until you notify the Shopping Center about its loss, theft or misuse.
11.2.4 In the case that you lose your Gift Card or your replacement Gift Card, you may apply for a new Gift Card at the Shopping Center and have the cash balance transferred from your original Gift Card after you reported its loss and provided a receipt (or any other proof of purchase) with the TOKEN number. You will be required to pay a fee before your replacement Gift Card is issued. The fee is specified in the table at the end of this document.
11.3 We are not responsible for the following:

- 11.3.1 Any unusual or unforeseeable circumstances, such as computer system failures that occur for reasons beyond our control and prevent us from providing our usual services;
- 11.3.2 Any Merchant refusing to accept your Gift Card or its number (or accepts your Gift Card or its number late).
- 11.4 Please call the Shopping Center to report any errors relating to any transaction (phone number: +420 226 081 540).
- 11.5 In the case that your Gift Card is not working properly, you can request a new one at the point of sale in the Shopping Center. The fee is specified in the table at the end of this document. The remaining balance will be transferred to your new Gift Card.
- 11.6 In any case, our responsibility is limited to the maximum balance on your Gift Card.
- 11.7 The balance on your Gift Card before it was blocked cannot be refunded.
- 11.8 Your Gift Card may be blocked due to its use that is not in accordance with these General Terms and Conditions.

12. Changes in the General Terms and Conditions

- 12.1 These General Terms and Conditions, as well as the charged prices and other fees may be changed at any time.
- 12.2 In the case of any change in the General Terms and Conditions, the General Terms and Conditions that were in force when you purchased your Gift Card will be applied.

13. Complaints and Disputes

- 13.1 The Shopping Center will make maximum efforts to resolve any disputes arising from these General Terms and Conditions.
- 13.2 In the case that you wish to file a complaint or contact us for any other reason concerning these General Terms and Conditions, please write to Metropole Zličín Shopping Center, Řevnická 1/121, 155 21, Prague 5, Czech Republic, or contact us via our website metropole.cz.
- 13.3 We will try to find an amicable solution before the matter is taken to court. In the case of any dispute concerning these General Terms and Conditions that cannot be resolved by mutual agreement, you may request its out-of-court settlement by the following consumer dispute resolution authority:

Czech Trade Inspection Authority
Central Inspectorate – ADR Department
Štěpánská 15
120 00 Prague 2

E-mail: adr@coi.cz
Web: adr.coi.cz

The European Commission also provides an alternative dispute resolution platform that you can visit at <https://ec.europa.eu/consumers/odr/main/index.cfm>

14. Personal Data Protection Policy

- 14.1 Loyaltek SA and the SC Owner adopt all necessary measures to protect the confidentiality of the user's personal data.
- 14.2 Any personal data we collect are used lawfully only and in accordance with the personal data protection regulation (European Parliament Regulation EU 2016/679).
- 14.3 The SC Owner will be the personal data controller with respect to the purchase and use of your Gift Card. The SC Owner will use other processing companies, in particular Loyaltek SA. Your personal data will be processed for the purposes of performing your Gift Card purchase and use contract. As a data subject, you have the right to rectification or transfer of your personal data. If you wish to exercise these rights and/or to obtain relevant information, please contact CGI METROPOLE, Ltd. at

data@metropole.cz. You also have the right to file a complaint regarding our data processing with the Office for Personal Data Protection, Pplk. Sochora 27, 170 00 Prague 7.

15. Right of Withdrawal

- 15.1 In the case that you change your mind about purchasing a Gift Card, you may withdraw from the contract within 14 days of the date of purchase (this applies only if you ordered your Gift Card online). In such a case, you will not be charged any fee. We will refund the remaining balance on your Gift Card.
- 15.2 The refund will be made in the same currency as the currency of your Gift Card (CZK).
- 15.3 In the case that you wish to withdraw from your Gift Card contract, please return your non-activated, non-signed and unused Gift Card together with the original receipt (or any other proof of purchase) to the Shopping Center Administration within 14 days of the date of purchase. You will be refunded the appropriate amount.
- 15.4 The funds can be refunded to the person who purchased the Gift Card only. In order to receive a refund, you must complete a Withdrawal Form, provide the original receipt (or any other proof of purchase) and return your Gift Card. You will receive the refund within fourteen (14) days of the day you returned your Gift Card or provided proof that you sent us your Gift Card, including the original receipt/invoice.

16. Termination

We may terminate your contract in the case that the technical service provider is unable to provide the technical interface necessary to make Gift Card payments. Information about contract termination will be posted at metropolezlicin.giftify.net or sent to your e-mail address, provided that we know it. In such a case, you will be entitled to a refund of the remaining balance on your Gift Card up until the expiration date of your Gift Card potentially extended for the time during which you were not able to use your valid Gift Card.

17. Summary

This table shows the main characteristics of the product, product information, balance limits and any potential additional fees that apply to Gift Cards.

Fees and limits	Currency
Gift Card purchase fee	Free (additional fees may be charged, depending on the sale channel)
Gift Card topping up by a credit or debit card	Free (unless otherwise specified)
Card replacement (in case of damage, loss or theft)	150 CZK
Gift Card balance limits	
Minimum amount	500 CZK
Maximum amount	6,000 CZK
Shipping fee (in case of an online purchase)	100 CZK
Maximum transaction amount at the point of sale or online	6,000 CZK

Annex no. 1:

**Withdrawal Form and Balance Refund Request
Metropole Zličín Gift Cards**

I wish to withdraw from my contract and to be refunded the balance of my prepaid non-active Metropole Zličín Gift Card to my bank account.

Customer information

First and last name:.....

Card information

Order reference number:.....

Card TOKEN:.....

Details concerning the refund of the prepaid amount to the following bank account

Account holder:.....

IBAN:.....

BIC / SWIFT:.....

Account number:.....

Bank code:.....

Cardholder's signature

I confirm that the details I provided are correct. A refund request made based on withdrawal from your contract within 14 days of purchase is free of charge. The amount will be refunded within fourteen (14) days of the day you returned your Gift Card or provided proof that you sent us your Gift Card, including the original receipt/invoice.

Place, date:.....

Cardholder's signature:.....