

fashioncheque – General Terms and Conditions for Cardholders Switzerland

The following terms and conditions ("General Terms and Conditions" or "GTC") apply to the fashioncheque gift card ("fashioncheque").

1. The issuer of fashioncheque is fashioncheque (Schweiz) AG, Feldstrasse 34, 5442 Fislisbach, a wholly owned subsidiary of fashioncheque holding B.V., Kruisweg 801-C, 2132 NG Hoofddorp, Netherlands, is responsible for operating the online shop (<http://www.fashioncheque.com>) in Switzerland as well as customer care on behalf of fashioncheque (Schweiz) AG. The fashioncheques are also sold at various participating "points of sale" and accepted at various participating "points of acceptance", especially branches of fashion chains. When selling the fashioncheque, the retailer where a fashioncheque is purchased acts on behalf of the issuer.

fashioncheques are only sold for private use.

These General Terms and Conditions apply to all online orders of fashioncheques via the online shop as well as the purchase of fashioncheques at participating "points of sale". Any deviating provisions shall not be acknowledged by us unless they are explicitly confirmed by us in writing. These General Terms and Conditions also apply if we execute the delivery to the customer without reservation, despite being aware of any conflict or deviating terms.

2. Every interested customer may only acquire fashioncheques up to the maximum amount of CHF 1,500.00 per purchase.
3. **Conditions for the purchase of fashioncheques at points of sale:**
You may purchase fashioncheques in stores at participating points of sale. These GTC are available in the checkout area there for your information and to take with you. The contract shall be concluded by an oral offer made by you on the amount of the fashioncheques to be purchased which is accepted by the point of sale by issuance of the card topped up with the respective amount against payment. No shipping shall be carried out by the participating points of sale.

Conditions for the purchase of fashioncheques in the online shop (<http://www.fashioncheque.com>):
Following a successful registration, you may make a purchase offer by selection of one of the product depictions in the online shop. The display of the fashioncheques in the online shop does not constitute an offer to conclude a purchase contract. Only an order by a customer by clicking the button "PURCHASE" is a binding offer for the customer. The automatic confirmation of receipt of the order will be sent by email from fashioncheque Schweiz AG immediately after the order has been sent. The automatic confirmation of receipt merely documents that a customer's order has been received by fashioncheque Schweiz AG and does not constitute an acceptance of the offer. The contract is only concluded by issuance of a declaration of acceptance by fashioncheque Schweiz AG. Fashioncheque Schweiz AG shall declare acceptance by issuing a respective confirmation within three days or by shipping the ordered fashioncheques within an appropriate time period. The confirmation may be made in writing, by fax or by email.

When ordering online, the prices published on the homepage <http://www.fashioncheque.com> at the time of order apply. All prices are final prices including the statutory value added tax plus packaging and transportation costs (shipping costs). The customer is informed about the shipping costs in the ordering system during the order process. Prices are due immediately upon conclusion of the contract.

fashioncheques purchased online shall only be shipped to shipping addresses in Switzerland within 2-6 days.

4. The fashioncheque is valid until the end of the fifth full calendar year after its purchase. Subsequently, the credit balance expires.
5. A payout of the credit balance is not possible (not even for remaining credit balances).
6. The fashioncheque is not personalized and is therefore transferable.
fashioncheque holding B.V., fashioncheque Schweiz AG and every point of acceptance have the right to deem the owner of a fashioncheque as the beneficiary of the credit balance. They are not obligated to verify whether the respective person has lawfully gained ownership of the fashioncheque.
7. It is not possible to top up the fashioncheque again.

8. The fashioncheque is valid at all participating retailers in Switzerland.¹

fashioncheque holding B.V. may expand or limit the number of points of acceptance as well as carry out any other changes to the composition of the group of points of acceptance.

9. The fashioncheque may only be used to purchase the following products: clothing and shoes.

fashioncheque holding B.V. may restrict the usage of fashioncheques for purchasing products at all or at specific points of acceptance and exclude the usage of fashioncheques for specific products at points of acceptance.

10. The issuer assumes no liability for loss, theft, damage, illegibility, or unauthorized use of the fashioncheque, unless these are attributable to the issuer. It is not possible to block the fashioncheque.

In case of abuse of a fashioncheque, especially by forgery of the card number or any successful or attempted circumvention of the (technical) security measures, fashioncheque holding B.V. has the right to hold the holder fully liable for any damages.

Failures to perform in the settlement relationship between the fashioncheque holder and the respective point of acceptance, especially non- or poor performance of the purchase or service contract, default or defects or insolvency of the point of acceptance shall not lead to liability, warranty, or other damage claims of the customer against fashioncheque holding B.V. and / or fashioncheque Schweiz AG.

11. The minimum amount for loading the fashioncheque is 20 CHF, the maximum amount is 250 CHF.

The credit balance of the fashioncheque is only available for redemption following complete payment by the purchaser and successful activation.

12. The fashioncheque shall be property of fashioncheque holding B.V. until complete settlement of all claims deriving from the underlying purchase contract. Property of the fashioncheque shall only transfer to the holder upon complete draining of the credit balance.

Prior to the transfer of property a pledge, transfer by way of security, processing, or remodeling without the consent of fashioncheque holding B.V. is not permissible.

13. fashioncheque holding B.V. and fashioncheque Schweiz AG each have the right to transfer their contractual rights and obligations from the contractual relationship with the holder to another company by way of assignment, assumption of debt, assumption of contract or in any other way provided a respective transfer is legally permissible.

The holder hereby consents to an assumption of debt in advance and warrants their participation in an assumption of contract in the sense of paragraph 1 of this section in the given case.

14. Contractual agreements and any communication for the duration of the contractual relationship shall be carried out in German or French. The German versions of all documents are authoritative.

This contract is subject to Swiss Law. The applicability of the UN Sales Convention is explicitly excluded. Supplementary, the relevant provisions of the Swiss Code of Obligations (CO) apply.

The holder may request the transmission of these GTC in text form. They are also accessible on the homepage <http://fashioncheque.com> to be saved permanently or printed.

In case the holder is a merchant, a legal person under public law, or a special fund under public law, the place of jurisdiction for any disputes in connection with fashioncheque Schweiz AG and / or fashioncheque holding B.V. shall be at the seat of the respective company. For consumers the statutory place of jurisdiction of the Swiss branch of fashioncheque holding B.V. applies.

15. fashioncheque Schweiz AG is exclusively responsible for the management of complaints. The email address is: info@fashioncheque.com. Postal address see below.

⁸ The participating retailers can be viewed in the so called Shopfinder at www.fashioncheque.com.

Other notices to fashioncheque Holding B.V. or fashioncheque Schweiz AG are to be transmitted to the following addresses:

fashioncheque holding B.V. Kruisweg 801-c, 2132 NG Hoofddorp, The Netherlands.
fashioncheque Schweiz AG, Feldstrasse 34, 5442 Fislisbach, Schweiz.