

## **BESTSELLER Gift Cards - General Terms and Conditions for Cardholders in Spain**

The following terms of use apply to the BESTSELLER gift card ('BESTSELLER Card').

1. The BESTSELLER Card is issued by fashioncheque holding B.V., Kruisweg 801-C, 2132 NG Hoofddorp / The Netherlands. The sale of a BESTSELLER Card involves the retailer from whom the BESTSELLER Card is purchased in the name of the issuer.
2. A BESTSELLER Card remains valid for seven years following its purchase. The credit subsequently expires.
3. Credit may not be paid out (not even in the event of residual credit).
4. BESTSELLER Cards are not personal and are therefore transferable.
5. BESTSELLER Cards cannot be recharged with credit.
6. BESTSELLER Cards are valid at all participating retailers in Spain<sup>1</sup>
7. BESTSELLER Cards may only be used to purchase the following products: clothing including shoes and accessories such as bags, jewellery, cosmetics and fragrances.
8. The issuer assumes no liability for any loss, theft, damage, illegibility or unauthorised use of the BESTSELLER Cards, insofar as such is not the issuer's responsibility. BESTSELLER Cards cannot be blocked.
9. The minimum credit on a BESTSELLER Card is EUR 10, the maximum amount is EUR 150.
10. The issuer will deposit the funds received to credit BESTSELLER Cards during the period of their validity in one or more trust accounts at one or more German banks. These trust accounts are maintained in the issuer's name as open collective fiduciary accounts. The issuer will refer the banks that hold the open fiduciary accounts to the fiduciary relationship. The Issuer will ensure that the payment amounts held in the trust accounts are at all times accountably assignable to the relevant creditor and are never merged with the amounts of any natural or legal persons other than the issuer's creditor for which they are held, in particular not with the issuer's own funds. The issuer may deduct amounts from the trust accounts corresponding to any claims by the issuer against the respective creditor. On request, the issuer must inform the respective creditor of the bank and trust account in which payment amounts are deposited and indicate if the bank in which payment amounts are deposited participates in a facility for securing the claims of depositors and investors.
11. There is no obligation and willingness to participate in dispute settlement proceedings before a consumer arbitration board.
12. BESTSELLER Cards purchased and activated in Spain can also be redeemed in Germany, France, Slovakia, Luxembourg, Austria, Italy, Czech Republic, Norway, Denmark, Finland, Cyprus, Poland, Sweden, Ireland, United Kingdom, Estonia, Turkey, Faroe Islands and in Switzerland.

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<sup>1</sup> Participating retailers can be viewed by means of the Shopfinder on the BESTSELLER brands' online shops.