

## **BESTSELLER Gift Cards - General Terms and Conditions for Cardholders in the United Kingdom**

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

1. The BESTSELLER Card is purchased from the retailer on behalf of the issuer, fashioncheque holding B.V., Kruisweg 801-C, 2132 NG Hoofddorp / The Netherlands.
2. A BESTSELLER Card expires four years from the date of purchase and cannot be used after expiry, when any unused credit will be forfeited.
3. Credit will not be paid out in cash or any alternative..
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 the United Kingdom<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 caused by the issuer, other than where it arises as a result of the issuer's fraud or where such loss cannot otherwise be excluded at law. BESTSELLER Cards cannot be blocked.
9. The minimum credit on a BESTSELLER Card is GBP 10, the maximum amount is GBP 130.
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. The issuer does not intend to participate in dispute settlement proceedings before a consumer arbitration board.
12. BESTSELLER Cards purchased and activated in the United Kingdom can also be redeemed in Germany, France, Slovakia, Luxembourg, Austria, Italy, Czech Republic, Norway, Sweden, Finland, Spain, Poland, Denmark, Ireland, Faroe Islands, Estonia, Turkey, Cyprus 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.