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

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

- 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 three years following its purchase. The credit subsequently expires.
- 3. The holder of a BESTSELLER card can up to one year after the expiration of the BESTSELLER card request a redemption of the remaining value on the BESTSELLER card. The holder must in relation hereto contact BESTSELLER at <a href="mailto:BESTSELLER.com">BESTSELLER.com</a>.
  - The holder may be charged a fee of maximum DKK 25 in relation to a redemption before the expiration of the BESTSELLER card. Redemption within one year after the expiration of the BESTSELLER card is free.
- 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 Denmark<sup>1</sup>
- 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 maximum credit on a BESTSELLER Card is DKK 3.000.
- 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. If the BESTSELLER Card is used for on-line payment in e-commerce situations, the BESTSELLER Card is redeemed (by only partly use of the balance on the BESTSELLER Card the purchase price will be deducted from the BESTSELLER Card account) immediately after the purchase is completed. This is deemed necessary to avoid the risk of misuse, including multiple redemption of the same BESTSELLER Card. If the purchase is cancelled by seller the purchase amount will be reimbursed to the BESTSELLER Card, and the same applies when exercising the right to withdraw from the purchase according to mandatory law.
- 12. BESTSELLER Cards purchased and activated in Denmark can also be redeemed in Germany, France, Slovakia, Luxembourg, Austria, Italy, Czech Republic, Norway, Finland, Spain, Poland, Sweden, Ireland, United Kingdom, Estonia, Turkey, Faroe Islands, Cyprus, Portugal, Greece and in Switzerland.

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