

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

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

1. The BESTSELLER Card is issued by and remains the property of 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 five years from the date of purchase. The BESTSELLER Card and any credit balance, will expire five years from the date of purchase.
3. If you do not use all the value on the BESTSELLER Card in a transaction, the remaining balance will be left on the card while the gift card is valid, to apply towards future purchases. No change will be given or credit paid out. If a transaction made using the BESTSELLER Card is subsequently cancelled or reversed, any value owing will be added back onto the card.
4. BESTSELLER Cards are not personal and are therefore transferable.
5. BESTSELLER Cards cannot be recharged with credit, re-loaded or topped up with value.
6. BESTSELLER Cards are valid and can be used at all participating retailers in Ireland<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. Fashioncheque reserves the right to cancel a BESTSELLER Card if it reasonably suspects fraud or misconduct.
9. The maximum amount on a BESTSELLER Card is EUR 500.
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 Ireland can also be redeemed in Germany, France, Slovakia, Luxembourg, Austria, Italy, Czech Republic, Norway, Denmark, Finland, Spain, Poland, Sweden, Cyprus, United Kingdom, Estonia, Turkey, Faroe Islands, Portugal, Greece 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.