

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

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. Contact information regarding consumer questions can be found on [www.Bestseller.com](http://www.Bestseller.com).
2. A BESTSELLER Card remains valid for four years following its purchase. The credit subsequently expires.
3. BESTSELLER Card can be used at a single purchase or at a number of purchases at different times and in different amounts.
4. Credit may not be paid out (not even in the event of residual credit).
5. BESTSELLER Cards are not personal and are therefore transferable. They do not qualify as bills of exchange.
6. BESTSELLER Cards cannot be recharged with credit.
7. BESTSELLER Cards are valid at all participating retailers in Turkey. <sup>1</sup>
8. BESTSELLER Cards may only be used to purchase the following products: clothing including shoes and accessories such as bags, jewellery, cosmetics and fragrances. The issuer assumes no liability for the products.
9. 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 or cancelled.
9. The maximum amount on a BESTSELLER Card is YTL 5.000,-.
10. The cardholder has a right of cancellation within 14 days without indemnity or penalty, following the receipt of the physical card. BESTSELLER card must be physically returned and delivered to the issuer (or retailer involved) for cancellation and refund. The right of cancellation does not exist for digital cards.

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<sup>1</sup> Participating retailers can be viewed by means of the Shopfinder on the BESTSELLER brands' online shops.  
2022 v. 1.7

11. 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.
12. The consumers have the right to apply to consumer arbitration committees or consumer courts in case of disputes.
13. BESTSELLER Cards purchased and activated in Turkey can also be redeemed in Germany, France, Slovakia, Luxembourg, Austria, Italy, Czech Republic, Norway, Denmark, Finland, Spain, Poland, Sweden, Ireland, United Kingdom, Estonia, Faroe Islands, Cyprus, Portugal, Greece and in Switzerland.