

TERMS AND CONDITIONS OF GIFT CARDS

§ 1. SCOPE OF REGULATION

These Terms and Conditions regulate the purchase and use of the Gift Cards issued by Crunch Payments Limited of Brentwood, including but not limited to the rights and obligations of Gift Card Holders and the Gift Card Issuer.

§ 2. DEFINITIONS

The following terms, when capitalized in these Terms and Conditions, shall have the following meaning:

Merchant	shall mean an enterprise operating a business at a Shopping Mall that accepts payments for its goods and services with a Gift Card;
Shopping Mall	shall mean the shopping mall whose name is printed on a Gift Card;
Business Day	shall mean every day between Monday and Friday, except for statutory holidays in the Republic of Poland, as specified in the relevant legal regulations;
Gift-O-Mat	shall mean a self-service device allowing for the purchase of Gift Cards, including the payment of the price by means of a payment card through a payment terminal;
Gift Card	shall mean a prepaid bearer payment card issued by the Issuer, which may be used, during its validity period, to pay for the goods and services purchased exclusively at the relevant Shopping Mall from the Merchants, up to the amount of the Balance on that card. Gift Cards allow for making a payment with a magnetic stripe and are not equipped with the contactless payment feature;
Top-Up Amount	shall mean the Gift Card Balance at the moment of issuing the Gift Card to the Buyer;
Buyer	shall mean a person that purchases from the Issuer, including via other entities, a Gift Card in exchange for transferring to the Issuer funds in an amount equal to the Top-Up Amount of the Gift Card;
Gift Card Validity Period	shall mean the 12 months from the day of activation of the Gift Card, in accordance with § 4 of these Terms and Conditions
Holder	shall mean the Buyer or another person that uses the Gift Card in order to pay for the goods or services of a Merchant;
Point of Sale	shall mean a location at a Shopping Mall where the Gift Cards for this Shopping Mall are sold;
Terms and Conditions	shall mean these terms and conditions;
Gift Card Balance	shall mean the amount of funds on the Gift Card;
Issuer	shall mean Crunch Payments Limited of Brentwood, Brent Hall Warley Gap, Little Warley, London, CM13 3DP, registered with the Companies House under number 11929149.

§ 3. PURCHASING OF A GIFT CARD

1. The Issuer shall issue Gift Cards to Buyers in return for the money paid by the Buyer in an amount corresponding to the Top-Up Amount.
2. The minimum Top-Up Amount shall be PLN 50.
3. The maximum Top-Up Amount shall depend on the decision of the relevant Shopping Mall. Details in this respect are available from the Customer Service Bureau at +48 22 188 1909 (fees for the call are as per the operator's tariff) or at the Point of Sale at the relevant Shopping Mall.
4. A Gift Card shall not be issued in exchange for the funds on another Gift Card.
5. Depending on the decision of the relevant Shopping Mall, Gift Cards may be distributed:
 - a. at the Point of Sale located in that Shopping Mall; or
 - b. through a Gift-O-Mat; or Kiosk
 - c. at www.finpay.pl; or
 - d. on the website of the that Shopping Mall.

Information concerning the distribution channels for the Gift Cards sold for use at the given Shopping Mall is available at that Shopping Mall or from the Customer Service Bureau at +48 22 188 1909 (fees for the call are as per the operator's tariff).

6. The purchase of a Gift Card at a Point of Sale may require for the Buyer to provide personal data in the cases specified in the Privacy Policy. The data controller is the Issuer. The scope of the personal data referred to in sentence one of this § 3.6 and the principles of processing this data are specified in the Privacy Policy.
7. Together with the Gift Card, the Buyer shall receive a confirmation that the Gift Card has been topped up.
8. A Gift Card purchased at a Point of Sale or from a Gift-O-Mat(Kiosk) shall be issued immediately once the Top-Up Amount has been paid.
9. The principles and the deadlines related to the issuing of the Gift Cards purchased online are specified in separate terms and conditions available at www.finpay.pl.
10. The principles of issuing the Gift Cards purchased by businesses are specified in separate terms and conditions available at www.finpay.pl.
11. the Issuer shall allow the purchase of the Gift Card in the model of "Corporate Package" available at the Kartomat (Kiosk)
 - a. Acquisition of a Gift Card in the "Corporate Parcel" model consists in issuing to the Customer, instead of a Gift Card, a unique pickup code and PIN(below as: "Parcel Pickup Code") allowing the Customer to acquire Gift Cards in the quantity and denominations specified in the order placed at finpay.pl as a corporate customer, or through portals cooperating with the Publisher. The service is enabled through the device of a third-party provider, which is the manufacturer of the Gift Card Machine.
 - b. Each Parcel Receipt Code has its own validity period, which is 12 months and is calculated from the date of its generation. The Pickup Code should be redeemed in full before the expiration date at the selected shopping center. The expiration date is indicated at the time of purchase of the Pickup Code and, moreover, in the content of the email containing the Pickup Code, which is sent to the purchaser of the code. After the expiration date, the Pickup Code expires and its holder has no further opportunity to redeem it.

- c. The Receipt Code, after its expiration date, may be reactivated by the Publisher only if the User has not used it during its validity period. In order to re-activate it, the User must submit a request for re-activation of the Code through the Publisher's Customer Service.
- d. The Parcel Receipt Code is issued to the bearer and may be transferred to any person for use.
- e. Receipt of the Gift Card is possible after entering the Parcel Receipt Code after clicking on the "Corporate Parcel" button on the screen of the Card Machine in the Shopping Center for which the Code was issued, without the need to make additional payments for its issuance.
- f. The Gift Card issued upon presentation of the Parcel Receipt Code has an expiration date that is 12 months from the date of issue. The Gift Card is valid at the Shopping Center where the Parcel Receipt Code was redeemed. The holder should use the Gift Card before the expiration of its validity period.
- g. The Parcel Receipt Code is indivisible and can only be redeemed once. It is not possible to change the denomination or the number of Gift Cards covered by the Parcel Receipt Code. The Receipt Code can only be used to issue Cards with the nominal value specified in the order.
- h. The Publisher stipulates that issuance of Parcel Receipt Codes is not possible for every Shopping Center cooperating with the Publisher. Up-to-date information on the Shopping Centers that allow the service of purchasing a Gift Card in the "Corporate Parcel" model is available at the Customer Service phone number.

§ 4. CARD ACTIVATION

- 1. A Gift Card may only be used once activated.
- 2. Depending on the Buyer's decision, a Gift Card purchased at a Point of Sale may be activated:
 - a. directly after the purchase or
 - b. at a different date within a period of 12 months from the issue of the inactive Gift Card to the Buyer, using an activation code provided to the Buyer together with the inactive Gift Card.
- 3. The Gift Cards distributed via Gift-O-Mats (Kiosk) are activated when purchased.
- 4. The principles and deadlines related to the activation of the Gift Cards purchased online are specified in separate terms and conditions.
- 5. The Gift Cards referred to in §§ 4.2.a and 4.3, above, shall be activated not later than after 30 minutes from issuing the Gift Card to the Buyer.
- 6. In order to activate the Gift Card referred to in § 4.2.b, above, the Holder should provide, at the Point of Sale or by calling the Customer Service Bureau (fees for the call are as per the operator's tariff), the number of the Gift Card and the activation code given to him or her at the moment of making the purchase. The code is printed on the confirmation of topping up the Gift Card. In the case specified in the preceding sentence, the Gift Card shall be activated within 30 minutes of the data referred to in the preceding sentence being provided to the Point of Sale or the Customer Service Bureau.

§ 5. USING A GIFT CARD

- 1. A Gift Card may handed over by the Buyer to a third party which then becomes the Holder of the Gift Card. Each current Holder of the Gift Card shall have the right to use the Gift Card.

2. A Gift Card may be used exclusively to pay for the goods and services of the Merchants at the Shopping Mall with respect to which it has been issued. At certain Shopping Malls, a Gift Card may not be accepted at certain stores (information as to which stores at the given Shopping Mall do not accept the Gift Cards is available from the Point of Sale at the Shopping Mall with respect to which the Gift Card has been issued and from the Customer Service Bureau (fees for the call are as per the operator's tariff)).
3. A Gift Card does not allow for making withdrawals from ATMs or paying for the goods and services provided by post, phone, fax, online, or through self-service checkouts; it is also impossible to make a payment with the Gift Card if its Holder is not physically present.
4. A payment with a Gift Card may only be made:
 - a. during the Gift Card Validity Period;
 - b. if the Gift Card has been activated;
 - c. if the Gift Card has not been destroyed or damaged to an extent that makes it impossible to use it;
 - d. up to the current Balance of the Gift Card.
5. Each current Holder shall authorize the transactions made with the Gift Card by means of placing a signature on the proof of the transaction.
6. Transactions made with a Gift Card shall be carried out in PLN.
7. The Balance of a Gift Card shall in each individual case be lowered by the amount of the goods or services paid for with the Gift Card.
8. The Holder shall not be entitled to receive change in cash if the value of the goods or services paid for with the Gift Card is lower than the current Balance of the Gift Card.
9. If the value of the goods or services that are being purchased is higher than the current Balance of the Gift Card, the Holder shall pay the Merchant the difference in a manner accepted by the Merchant, provided that the Merchant allows for his goods and services to be paid for partially by using a Gift Card and partially by using another payment method.
10. The Holder may pay using the Gift Card a number of times, until the current Balance of the Gift Card is used up or until the Gift Card expires. The Holder may check the current Balance of the Gift Card and the Gift Card Validity Period:
 - a. by calling the Customer Service Bureau at +48 22 188 1909 (fees for the call are as per the operator's tariff);
 - b. at www.finpay.pl, by means of entering the Gift Card number that can be found on the reverse of the Gift Card, above the QR code;
 - c. at a Point of Sale or a Gift-o-Mate at the Shopping Mall at which the Gift Card was purchased;
 - d. by scanning the QR code located on the reverse of the Gift Card with a smartphone.
11. The Gift Card shall not be exchangeable to money, in part or in full. The principles laid down in the preceding sentence shall also apply if not all of the funds on the Gift Card are used up during the Gift Card Validity Period.
12. The funds on a Gift Card shall not bear interest.
13. A Gift Card may not be topped up after its purchase, except for a situation where the Merchant returns the funds to the Gift Card. In such a case, the return of the funds to the Gift Card shall take not more than 7 days, counting from the Issuer receiving those funds from the Merchant.

§ 6. EXPIRY OF A GIFT CARD

1. A Gift Card shall be valid for 12 consecutive months from its activation. After 12 months from its activation, the Gift Card shall expire and the unused Gift Card Balance shall not be returned.
2. The Holder shall have the right to renew the Gift Card within 90 days, counting from the day of expiry of the Gift Card Validity Period. Renewing the Gift Card consists in reinstating the possibility of using the funds on the Gift Card, in the amount as at the date of Gift Card expiry, less a fee payable to the Issuer on account of Gift Card renewal. The funds shall be made available on a new Gift Card.
3. In order to renew the Gift Card, the Holder should come to the Point of Sale or the Gift-O-Mat (Kiosk) at the Shopping Mall with respect to which the Gift Card was issued, carrying the Gift Card that has expired.
4. The Gift Card shall be renewed on the same day on which the Holder comes to the Point of Sale or the Gift-O-Mat.
5. The Holder may be asked to provide additional information in order to confirm that he or she is the rightful Holder of the Gift Card.
6. The validity of the Gift Card may be extended to a maximum of 15 months, counting from the day of its activation. This means that the Holder may use the renewed Gift Card for a period from its renewal until not later than the end of the 15th month, counting from the day of its activation. At the moment of the lapse of the period referred to in the preceding sentence, the Gift Card shall expire and the unused balance of the Gift Card shall not be returned. Another renewal of the Gift Card shall not be possible.
7. The Holder shall pay the fee referred to in § 10 of these Terms and Conditions for the renewal of the Gift Card. The fee shall be set off by the Issuer against the funds available on the renewed Gift Card, prior to issuing it to the Holder.

§ 7. COMBINING BALANCES ON GIFT CARDS

1. The Holder shall have the right to combine the funds available on several Gift Cards issued with respect to the same Shopping Mall, provided that none of the those Gift Cards has expired. For this purpose, the Holder should present the Gift Cards that should be combined at the Point of Sale of the Shopping Mall with respect to which they were issued.
2. For combining the funds available on several Gift Cards, the Issuer shall charge the fee referred to in § 10 of these Terms and Conditions.
3. It is not possible to combine the funds available on the Gift Cards issued with respect to a Shopping Mall where Gift Cards are not distributed via a Point of Sale.

§ 8. LOSS OF OR DAMAGE TO A GIFT CARD

1. If, in connection with the purchase of a Gift Card, the Issuer requires for the Buyer to provide his or her personal data in accordance with the Privacy Policy, the Holder shall have the right to cancel the Gift Card which he or she has lost or which has been damaged. For this purpose, the Holder should contact the Customer Service Bureau at +48 22 188 1909 (fees for the call are as per the operator's tariff).
2. In order to cancel the Gift Card, the Holder shall provide the details of the Gift Card's Buyer.
3. If a Gift Card is canceled, the Issuer shall block the possibility of using the canceled Gift Card and shall issue a new Gift Card to the Holder. The balance of the new Gift Card shall be the same as the

balance of the canceled Gift Card at the moment of its cancellation, less a fee charged by the Issuer in accordance with § 10.

4. The Gift Card Validity Period of the Gift Card issued as replacement to a canceled Gift Card shall be 12 months from the date of issuing it.

§ 9. RETURNING A GIFT CARD

1. A Buyer who was asked to provide his or her personal data in order to purchase a Gift Card, in accordance with the Privacy Policy, may withdraw from the Gift Card purchase agreement and return it to the Issuer if:
 - a. a period of 14 days from the day of purchase of the Gift Card has not lapsed;
 - b. the Buyer delivers the Gift Card to the Point of Sale at which it was purchased;
 - c. the balance of the Gift Card is equal to the Top-Up Amount;
 - d. the Buyer presents a payment card whose number is identical with the number of the payment card used to pay the Top-Up Amount, if the Gift Card was topped-up using a payment card.
2. A Holder of a Gift Card who is not the Buyer of the Gift Card shall not have the right to withdraw from the Gift Card purchase agreement and return the Gift Card.
3. Once the Buyer has withdrawn from the Gift Card purchase agreement and returned the Gift Card to the Issuer in accordance with § 9.1, above, the Issuer shall return to the Buyer the funds in an amount equal to the Top-Up Amount of the Gift Card, in the same way in which the Buyer transferred the funds to the Issuer in order to purchase the Gift Card; however, the Shopping Mall at which the Gift Card was purchased may specify the manner in which the funds will be returned to the Buyer (detailed information is available at the relevant Shopping Mall or from the Customer Service Bureau (fees for the call are as per the operator's tariff)).
4. The principles of returning a Gift Card purchased online are specified in separate terms and conditions.

§ 10. FEES

The Issuer shall charge the following fees:

- a. for renewing a Gift Card: PLN 30;
- b. for issuing a new Gift Card to replace a lost or damaged Gift Card in the cases specified in these Terms and Conditions: PLN 30;
- c. for combining the funds available on several Gift Cards:
 - i. PLN 5 for the first Gift Card;
 - ii. PLN 1 for the second and all consecutive Gift Cards.

§ 11. COMPLAINTS

1. Any and all complaints regarding non-performance or improper performance by the Issuer of services under these Terms and Conditions should be sent:
 - a. by e-mail to the Customer Service Bureau at karta@finpay.pl;
 - b. in writing to FinPay sp. z o.o., ul. Tuwima 8/2, 42-217 Częstochowa.
2. It is recommended to attach to the complaint the documents that justify it and may be helpful in examining it.

3. In the case of a complaint concerning a Gift Card damaged to an extent that makes it impossible to use the Gift Card correctly, the Holder shall deliver this Gift Card together with the complaint. If the complaint is recognized, the Issuer shall issue a new Gift Card to the the Holder, topped up with an amount equal to the amount of the funds on the damaged Gift Card as at the moment of delivering it to the Issuer. The Gift Card Validity Period of the Gift Card issued to replace a destroyed Gift Card shall be 12 months of the day of its activation.
4. The Issuer shall examine any and all complaints related to Gift Cards within 14 days of receiving the complaint. The Holder shall be informed about the decision regarding the complaint in writing, to the address (including an e-mail address) provided in the complaint.
5. These Terms and Conditions are without prejudice to the rights of Buyers and Holders that are specified in generally applicable legal regulations.

§ 12. PERSONAL DATA PROCESSING

1. The controller of the personal data processed in connection with the distribution and use of the Gift Cards, as well as with the filing and examination of complaints, shall be the Issuer.
2. Detailed information concerning the processing of personal data by the Issuer is available in the Privacy Policy.

§ 13. FINAL PROVISIONS

1. By means of accepting the Gift Card, the Buyer accepts these Terms and Conditions and undertakes to comply with them. The Buyer and each current Holder of the Gift Card shall inform the person to which they hand over the Gift Card about these Terms and Conditions. By accepting the Gift Card, the Holder accepts these Terms and Conditions and undertakes to comply with them.
2. The Gift Card agreement is executed under these Terms and Conditions and in the Polish language.
3. The Buyer and the Holder may contact the Issuer with respect to the services provided under these Terms and Conditions:
 - a. in writing at: FinPay sp. z o.o., ul. Tuwima 8/2, 42-217 Częstochowa;
 - b. by e-mail at karta@finpay.pl;
 - c. by calling the Customer Service Bureau at +48 22 188 1909 (fees for the call are as per the operator's tariff).
4. The principles of personal data processing related to the execution and performance of the agreement executed under these Terms and Conditions are specified in the Privacy Policy.
5. The Terms and Conditions and the Privacy Policy are available at www.finpay.pl and at the Points of Sale.
6. Any and all matters not regulated in these Terms and Conditions shall be governed by the Polish Civil Code, and if the Buyer or the Holder is a consumer, also by the provisions of the Polish Law of 30 May 2014 on Consumer Rights.
7. The disputes between the parties that cannot be resolved in an amicable manner shall be settled by the common court having jurisdiction over the address of residence or the registered office of the Buyer or the Holder.