

Taranko Gift Card: Terms of Use

I. Definitions

In this Terms of Use the following expressions shall have the following meanings:

1. **Taranko Gift Card** – an electronic shopping voucher issued to the Holder in the form of a plastic card with information which allows its identification, having an expiry date, and electronically assigned information of its value entitling the Holder to redeem it for Merchandise from the Taranko Stores, whose list is available at www.taranko.com
2. **Issuer** – Taranko Limited Liability Company with its registered offices in Gdańsk (80-557) at ul. Marynarki Polskiej 73b, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Gdańsk-Północ in Gdańsk, VII Commercial Division, under KRS No. (National Court Register No.) 0000162074, having REGON No. (Statistical ID No.) 192903799, and NIP No. (Tax ID No.) 9570857274, with share capital of PLN 50,000.00.
3. **Holder** – a bearer of the Gift Card whose value can be redeemed at a Taranko Store or the Online store.
4. **Store** – a brick-and-mortar Taranko store offering Merchandise, which enables exchange of a Gift Card for Merchandise up to the total value of the Gift Card. The list of Stores is available online at www.taranko.com.
5. **Online store** – the Taranko online store available at www.taranko.com offering Taranko merchandise.
6. **Merchandise** – items or a single item offered by the Issuer for sale in its Stores.
7. **Gift Card value** – value a single Gift Card can hold, up to which the Holder can purchase Merchandise from the Issuer with the use of their Gift Card.
8. **Transaction** – an operation carried out with the use of the Gift Card, i.e. exchange of the Gift Card for Merchandise offered by the Issuer by reducing the balance on the Gift Card by the amount corresponding to the value of the Merchandise purchased by the Holder.

II. General provisions and terms of use of the Gift Card

1. This Terms of Use specifies the regulations regarding purchase, activation and exchange of the Gift Card for Merchandise.
2. The Holder undertakes to transfer the funds in the Polish currency (PLN) to the Issuer in the amount corresponding to the initial nominal value of the Gift Card selected by the Holder.
3. Gift Card may be purchased in the Taranko Stores or the Online Store by the means of payment accepted by the Issuer; however, the payment for the Gift Card shan't be made in exchange for another Gift Card, other vouchers or documents.

4. With purchase of the Gift Card, the Holder commits to transfer the funds to the Issuer in the amount corresponding to the value of funds available on the Gift Card's account. In case of purchase of the Gift Card in the Online Store, in accordance with the terms and conditions of the Online Store, the Holder may be charged with the costs of delivery of the Gift Card under the conditions specified in the terms and conditions of the Online Store.
5. The Gift Card is issued to the Holder in a Store after their registration or purchase of a Gift Card in the Online Store.
6. The value of the Gift Card may be redeemed in the Taranko Stores or in the Online Store as part of a Transaction.
7. The Gift Card presented to be redeemed must be previously activated and charged with a sufficient amount of funds to enable a Transaction.
8. The Gift Card is activated directly after its purchase.
9. The Gift Card is valid 12 months after its activation. After the expiry date, the Gift Card shall not be used, and Transactions with its use shall not be executed.
10. The value of the Gift Card is expressed in the Polish currency (PLN) and amounts to PLN 100, PLN 150, PLN 200, PLN 300, PLN 500, PLN 500 or PLN 1000.
11. The Gift Card may be purchased at the Taranko Stores or the Online Store.
12. The Gift Card cannot be exchanged for cash or any other financial means, including withdrawal of cash from cash dispensers or other similar devices.
13. The Gift Card is a bearer instrument. The use of the Gift Card by an unauthorized person constitutes a valid Transaction. The Issuer is not liable for an unauthorized use of the Gift Card or its transfer to an unauthorized person.
14. The Issuer is not liable for the Gift Cards that have been damaged, stolen or lost after being issued to the Holder, and in particular, the Issuer is unable to issue a duplicate of the Gift Card to the Holder.
15. The Holder of the Gift Card may use it several times during its validity period, i.e. from the time of its activation until the Gift Card's balance has been used ('Gift Card value to use').
16. The Gift Card Holder is entitled to a Transaction using the Gift Card up to the balance ascribed to it.
17. The Issuer does not provide the possibility of a subsequent Gift Card recharge. The Gift Card expires after its full balance has been used or upon the Gift Card expiration.
18. Where the purchase price is in excess of the available balance on the Gift Card, the Transaction may be executed on the condition that the Holder pays the difference in price,

which needs to be regulated through means of payment accepted by the Issuer and in accordance with the established rules.

19. Where the purchase does not exceed the balance available on the Gift Card, the difference shall determine the balance of the Gift Card after the Transaction. The Issuer shan't be obliged to return the funds remaining on the Gift Card after the purchase, subject to other provisions of this Terms of Use.
20. The Gift Card Holder may check its balance online at www.giftcardsystem.pl after logging in with the Gift Card's number and the security code placed at the back of the Card next to the Card number.
21. Once the Gift Card has expired, the funds remaining on the Gift Card cannot be claimed.
22. The Issuer has the right to refuse to accept the Gift Card in the event of its expiry and technical problems that prevent redeeming its value.

III. The Issuer's liability for the loss of the Gift Card

1. The risk of loss or damage of the Gift Card passes onto the Holder once the Gift Card has been handed over to them. The Issuer shall not be liable for the Gift Card after it has been issued, in particular, in case when it has been stolen, destroyed or otherwise lost by the Holder.
2. The Issuer shall not be liable towards the Holder or third parties, in particular for sharing the Gift Card or its relevant information (in any way or on any basis) to third parties, including for the actions or omissions of such persons in relation to the Holder.
3. The Issuer is not able to deactivate or cancel the Gift Card, except in cases explicitly stated for in this Terms of Use.
4. The Issuer shall not be liable for the actions of the ways the Gift Card has been used, that are contrary to its purpose or the provisions of this Terms of Use.

IV. The Gift Card return

1. The Holder, who has purchased the Gift Card from the Online Shop, in accordance with the terms as described in p. II of this Terms of Use, may withdraw from the Gift Card purchase contract without stating the reason for withdrawal, within 14 days from the date of delivery or issuing of the Gift Card to the Holder. The Holder withdraws from the Gift Card purchase contract by submitting a statement of withdrawal.
2. Withdrawal from the Gift Card purchase contract may take place in whole or in part within the time period specified in section 1 and on terms described therein. In the event of the partial use the funds of the Gift Card, when the Holder declares partial withdrawal from the agreement, the Issuer shan't be obliged to return the already used funds to the Holder. By

declaring withdrawal from the Gift Card purchase contract, the Holder declares that until return of the Gift Card to the Issuer and reclaim of the funds equal to the amount recorded on the Gift Card at the time of submitting their declaration, they shall not make any Merchandise purchase with the use of this particular Gift Card. However, if the funds on the Gift Card specified above have been used, the Issuer shan't be obliged to return the funds from the Gift Card, to the extent the Holder has used the Gift Card. Withdrawal from the Gift Card purchase contract made through the Online Store and its return are subject to the rules of withdrawal and return resulting from the applicable laws, in particular the Act of 30 April 2014 on Consumer Rights and the terms of the Online Store. Information concerning the manner and date of exercising the right to withdraw from the Gift Card purchase contract through the Online Store together with a specimen form of the declaration of withdrawal and the cost of the Gift Card return in the event of withdrawal from such a contract can be found online at: <https://taranko.com/taranko/pl/zwrot> and in the Terms of the Online Store.

3. In the event of the Gift Card purchase through a brick-and-mortar store, on the terms as described in p. II, the Gift Card shan't be deemed refundable.
4. Subject to the provisions of this Terms of Use, the return of cash in the event of:
 - a) withdrawal from the Gift Card purchase contract and return of the Gift Card to the Issuer, or
 - b) withdrawal from Merchandise purchase contract and return of this Merchandise in the Online Store with the use of the Gift Card (when the Holder in the Online Shop chose to cover the delivery costs of the ordered Merchandise with the use of the Gift Card);shall be made using the same means of payment used by the Holder, subject to the provisions of the applicable law, in the amount, which was paid for the Gift Card or the Merchandise by the given means of payment.

V. Lodging Complaints

1. The Issuer shall handle all complaints related to the purchase of the Gift Card in an individual manner, no later than within 14 days from the date of lodging the complaint.
2. The Publisher shall notify the Holder about the result of the handling via e-mail or in writing, subject to the manner in which the complaint has been lodged.
3. Complaints should be lodged by filling in the 'Complaint Form', delivered to the Holder together with the Gift Card or the Merchandise or available online in the Online Shop in the 'Complaints' tab and delivered together with the complaint Merchandise or the Gift Card and the proof of purchase (receipt or invoice) to the following address: Taranko Limited Company 'E-Store' ul. Marynarki Polskiej 73b, 80-557 Gdańsk, Poland.

4. Should the Holder not indicate in the Complaint Form all the required information or documents necessary to consider the complaint, the Issuer shall ask the Holder via e-mail to immediately complete the complaint.
5. The provisions of the Terms of Use do not infringe or limit the rights of the Holder due to any defects or non-conformity of the Merchandise with the agreement.

VI. Final provisions

1. The purchase or use of the Gift Card means accepting the Terms of Use delivered to the Holder before the conclusion of the contract.
2. The Holder purchasing a Gift Card in the name or on behalf of another person or entity is obliged to provide such person with the terms or provisions of this Terms of Use.
3. The Gift Cards obtained in a manner other than specified in this Terms of Use, in particular in an illegal manner or from an illegal source, are deemed invalid and do not entitle to Transactions with their use.
4. The Gift Card is not an electronic payment instrument, similar to credit cards, debit cards or other payment cards within the meaning of the applicable laws or accepted practice.
5. To the extent not regulated by this Terms of Use, the applicable provisions of law shall apply.
6. The content of this Terms of Use is made available free of charge in the Issuer's Stores, the Online Store and its seat. This Terms of Use is made available on the Issuer's website in a manner that makes it possible for the Holder to obtain, reproduce and record its contents. In each and every case, the Issuer will make the contents of the Terms of Use available or will deliver it to the Holder in writing at their request.
7. The Issuer reserves the right to alter the contents of the Terms of Use at any time without any reason; however, in each such case the Issuer shall notify the Holders of any change in the contents of this Terms of Use or of the end of the program with the means made available by the Holder for contact, provided that such information has been made available by the Holder. In any case, the current Terms of Use shall be available on the Issuer's website, in accordance with paragraph 9 below. In case of lack of contact information, the regulations regarding the end of the program will be published on the Issuer's website. After the completion of the program, the Holders will be able to use the Gift Card for a period of three months from the date of delivering the information directly to the Holder or publishing it on the Issuer's website.
8. The Issuer shall notify about any changes in the Terms of Use by making its regulations available at its facilities and online at www.taranko.com.
9. The Issuer notifies that in the case of a dispute, in addition to exercising rights in the court, the out-of-court methods of examining complaints and asserting rights are available.
10. Out-of-court means of dealing with the complaints and asserting rights are any methods that enable to resolve the conflict through the intervention of a third party proposing or imposing a solution. Out-of-court instruments may be established by the public authorities, legal professionals, professional groups or civil society organisations (such as consumer ombudsmen, consumer organisations, arbitration courts). Information on how to access the aforementioned modes and procedures of dispute resolution can be found online at: www.uokik.gov.pl in the 'Settlement of consumer disputes' tab.

11. In order to familiarize yourself with the access rules to these procedures, one should contact a body or entity authorized to conduct out-of-court complaint and complaint-handling procedures.
12. The Issuer informs that the above information does not exclude or limit in any way the selection and use of judicial or extrajudicial means of dispute resolution or entities conducting such proceedings. The list of methods or entities indicated in the above provisions is exemplary and non-exhaustive, and does not limit or exclude any of the Holder's rights.