



General Terms and Conditions Gifty B.V. for Purchasers

Last updated: 23 November 2024

1. Scope of Application

- 1.1. Gifty B.V. ("Gifty") is a technical service provider specialising in logistics and communications services, registered at: Floridalaan 8 (3404 WV) IJsselstein, Netherlands.
Chamber of Commerce: 69506981
VAT Registration: NL857898656B01
- 1.2. These terms and conditions govern the purchase and utilisation of all Gift Cards managed through Gifty's Software and offered via its Ordering Platforms. By placing an order, the Purchaser accepts these terms and conditions.

2. Definitions

In these terms and conditions, the following capitalised terms shall have these meanings:

Purchaser	Any natural person or legal entity that makes a purchase through an online sales channel.
Holder	Any natural person or legal entity who rightfully possesses a Gift Card through purchase or transfer and holds a valid claim against the issuing organisation.
Business	An organisation that has entered into an agreement with Gifty for the issuance and acceptance of vouchers.
Gift Card	A physical or digital voucher issued by an affiliated organisation, containing a unique code that entitles the holder to goods or services from this organisation within a specified validity period.
Balance	The available credit on a voucher that constitutes a claim against the issuing organisation (not Gifty) for goods or services.
Software	Gifty's online system for the technical processing, management, and verification of vouchers.
Ordering Platform	An online sales channel technically facilitated by Gifty for the sale of vouchers from affiliated organisations.
Chargeback	A payment dispute resulting in the refund of the purchase amount to the Purchaser's original payment method.

3. Formation of General Terms and Conditions and Agreement

- 3.1. An agreement is formed at the moment the Purchaser places an order via an Ordering Platform and the payment has been successfully completed.
- 3.2. Gifty reserves the right to refuse orders or to attach additional conditions to the order. If an order is not accepted, Gifty shall notify the Purchaser within two working days after receipt of the order.
- 3.3. If any provision of these general terms and conditions is void or nullified, the remaining provisions shall remain in full force. In such a case, Gifty shall establish new provisions to replace those void or nullified provisions. Such new provisions shall maintain the purpose and intent of the original provisions insofar as possible.
- 3.4. The most recent version of these general terms and conditions is always available on the Gifty website (gifty.nl/en/terms-and-conditions) and can be provided in digital format upon request.

Gifty B.V.

Floridalaan 8 | 3404 WV IJsselstein NL
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4. Changes to the General Terms and Conditions

- 4.1. Gifty may amend these general terms and conditions from time to time. The version applicable at the time of purchase of a Gift Card shall remain applicable to that specific Gift Card.
- 4.2. For new purchases, the most recent terms and conditions as stated on Gifty's website (gifty.nl/en/terms-and-conditions) at the time of purchase shall apply. By placing an order, the Purchaser accepts the terms and conditions applicable at that time.
- 4.3. Changes that are necessary due to amendments in legislation and regulations shall be implemented immediately, including for existing Gift Cards.

5. Purchase and Payment

- 5.1. Following successful payment, Gifty shall immediately send a confirmation by electronic mail. If this confirmation is not received, the Purchaser shall contact Gifty without delay.
- 5.2. No VAT is charged on the purchase of the Gift Card due to the undetermined purpose of the voucher at issuance. When the Gift Card is redeemed, VAT shall be calculated on the goods and/or services received, and the Gift Card shall be accepted as means of payment.
- 5.3. The Purchaser must report any payment irregularities to Gifty within 30 days of the transaction date. Gifty shall correct demonstrable payment errors within 60 days of notification. In case of payment disputes (Chargeback), the Purchaser is obligated to first contact Gifty. In case of suspected improper use of a Chargeback, Gifty reserves the right to refuse future orders.
- 5.4. Gifty reserves the right to refuse, suspend or cancel orders in case of suspected fraud, misuse or other unlawful actions.

6. Right of Withdrawal

- 6.1. The Purchaser has the right to withdraw from the purchase within 14 days of receiving the Gift Card, unless the Balance has been utilised in whole or in part.
- 6.2. To exercise the right of withdrawal, the Purchaser must inform Gifty through an unequivocal statement of the decision to withdraw from the agreement. The Purchaser must provide the original proof of payment with the withdrawal.
- 6.3. Gifty shall reimburse all payments received from the Purchaser, including any delivery costs, using the same means of payment as used for the original transaction, without undue delay and no later than 14 days after receipt of the withdrawal notice.

7. Delivery and Shipping

- 7.1. When ordering, the Purchaser may choose between digital delivery by electronic mail or physical delivery by post. For digital delivery, the Gift Card shall be sent immediately after successful payment to the provided electronic mail address. For physical delivery, the Gift Card shall be sent to the provided postal address.
- 7.2. Delivery times for physical shipments are estimates based on the selected shipping method and delivery address. Estimated delivery times are displayed during order placement. These delivery times are not binding commitments, as actual delivery depends on postal service providers. Failure to meet estimated delivery times does not entitle the Purchaser to a refund of shipping costs.
- 7.3. The Purchaser is responsible for providing correct address details. Additional shipping costs resulting from the provision of incorrect or incomplete address details shall be borne by the Purchaser.
- 7.4. The Purchaser must report non-receipt to Gifty along with proof of payment in the following cases:
 - a) A physical Gift Card has not been received within five working days (deliveries within the Netherlands) or seven working days (deliveries outside the Netherlands);
 - b) A digital Gift Card has not been received within one working day after sending.
- 7.5. Gifty is solely responsible for the correct sending and replacement of the physical or digital Gift Card itself. The Balance on the Gift Card represents a claim of the Holder against the Business. In case of loss, theft or damage, Gifty can only replace the physical or digital Gift Card, not the Balance activated on it.

8. Promotions and Special Offers

- 8.1. Gifty and the Business may offer promotions, such as discounts, free shipping or additional bonuses when purchasing a Gift Card. The specific terms of these promotions shall be stated during the ordering process.
- 8.2. Promotion codes and special offers cannot be combined unless explicitly stated otherwise. A promotion or special offer applies exclusively to the initial purchase.
- 8.3. In case of cancellation, withdrawal or termination of the purchase, all granted promotional terms, discounts and bonuses shall be void. A previously used promotion code does not entitle renewed use, even if the promotion period is still ongoing.
- 8.4. Gifty reserves the right to cancel orders where incorrect promotional terms have been applied due to technical or human error. This applies in particular to evidently incorrect discounts or benefits. In case of cancellation on these grounds, any amount paid shall be fully refunded to the Purchaser.

9. Use of the Gift Card

- 9.1. The Gift Card may only be utilised at the Business and any other indicated parties. The Gift Card must be presented physically or digitally when utilised.
- 9.2. The Gift Card is transferable. The Holder is responsible for its safekeeping.
- 9.3. Upon transfer of the Gift Card, all rights and claims against the Business shall automatically transfer to the new Holder. Following the transfer, the original Purchaser can no longer derive any rights from the purchase agreement regarding the Balance on the Gift Card.
- 9.4. Multiple Gift Cards may be combined in a single purchase, unless technical limitations prevent this. Any remaining Balance shall remain available for subsequent purchases.
- 9.5. The Gift Card cannot be exchanged for cash. Refund of the Balance is only possible when exercising the right of withdrawal.
- 9.6. It is not permitted to utilise the Gift Card for commercial trade, money laundering, purchase of excluded goods or services, or for the purchase of new Gift Cards.
- 9.7. In case of loss, theft or damage, Gifty can only replace the Gift Card itself. Gifty is not liable for the Balance in case of loss or theft.

10. Validity and Expiry

- 10.1. The validity period of the Gift Card is stated on the Gift Card. The Holder is responsible for checking this expiry date. If the expiry date is not readable or visible, the Holder must contact Gifty immediately for this information.
- 10.2. The validity period commences on the date of issuance of the Gift Card. After expiry of the validity period, the Gift Card can no longer be utilised and any remaining Balance shall expire. No refund shall be provided for unused or expired Balance.
- 10.3. An extension of the validity period is not possible unless legally required or explicitly agreed to by the Business.
- 10.4. The expiry date remains unchanged in case of partial use of the Gift Card. Any remaining Balance shall also expire after the original validity period.

11. Bankruptcy of the Business

- 11.1. With the purchase of a Gift Card, the Holder acquires a claim against the Business. Gifty does not maintain any counter value or deposit for issued Gift Cards.
- 11.2. In the event of bankruptcy of the Business, the possibility to redeem the Gift Card with the bankrupt Business ceases. The Holder must submit their claim for verification to the liquidator.
- 11.3. Any restart after bankruptcy qualifies as a new legal entity. This new legal entity is not bound by obligations of the bankrupt Business, unless these are explicitly assumed. The new owner therefore independently determines whether previously issued Gift Cards shall be accepted. Gifty has no authority over this decision.

12. Liability and Warranties

- 12.1. With the purchase of a Gift Card, the Holder acquires a direct claim against the Business. The Business, as issuer of the Gift Card, is liable for the Balance.
- 12.2. Gifty's responsibility is limited to the technical processing of orders, shipping of Gift Cards and facilitating activation and redemption.
- 12.3. Gifty's total liability for damages due to an attributable failure in the performance of the agreement or on any other grounds shall be limited to the purchase amount of the relevant Gift Card.
- 12.4. The Purchaser is obligated to report any damage caused directly or indirectly by the execution of the services in writing to Gifty as soon as possible, but no later than 30 days after the occurrence thereof.
- 12.5. Gifty is not liable for damages resulting from acts or omissions of the Business, including non-acceptance of valid Gift Cards, bankruptcy or defects in delivered goods or services..
- 12.6. If Gifty is temporarily unable to meet its obligations due to force majeure, these obligations shall be suspended. Force majeure shall mean circumstances that prevent the fulfilment of the obligation and which cannot be attributed to Gifty.

13. Use and Restrictions

- 13.1. The Gift Card shall only be utilised for legal purchases at the Business, but cannot be utilised for:
 - a) Purchase of tobacco products and electronic cigarettes;
 - b) Prescription medicines;
 - c) Gambling and games of chance;
 - d) Purchase of securities (including Gift Cards), cryptocurrencies or other financial products;
 - e) Payment of outstanding invoices or debts;
 - f) Cash withdrawal.
- 13.2. The Business may exclude additional goods or services from payment by Gift Card. These restrictions shall be stated during the purchase process in the additional terms.
- 13.3. In case of suspected misuse, fraud or other unlawful actions, Gifty may:
 - a) Block the Gift Card;
 - b) Suspend services;
 - c) Report to the authorities.

14. Complaints and Disputes

- 14.1. In case of complaints, the Purchaser must first report these to Gifty via the contact details stated on Gifty's website.
- 14.2. Gifty shall handle complaints within 14 days. For more complex complaints, the Purchaser shall receive an acknowledgement of receipt within this period, including the anticipated processing period.
- 14.3. Complaints about goods or services of the Business must be submitted directly to the Business. Gifty may mediate upon request but is not a party to these disputes.

15. Technical Provisions

- 15.1. Gifty strives for optimal availability of its systems but cannot guarantee that these will be available without interruption. During malfunctions or maintenance, the Gift Card may temporarily be unavailable for utilisation or purchase.
- 15.2. Maintenance work shall be announced in advance where possible. For current information about system availability, the Purchaser may refer to Gifty's website.
- 15.3. Gifty may modify, update or change certain functionalities of its systems at any time. In case of substantial changes that affect the use of the Gift Card, Gifty shall communicate this in advance.
- 15.4. It is not permitted to circumvent or manipulate Gifty's technical security measures. Attempts to do so are also prohibited.



16. Privacy and Data Protection

- 16.1. Gifty's privacy statement, which can be consulted at [gifty.nl/en/privacy-policy](https://www.gifty.nl/en/privacy-policy), applies to the processing of personal data. This privacy statement forms an integral part of these terms and conditions.
- 16.2. By agreeing to these terms and conditions, the Purchaser consents to the processing of personal data as described in the privacy statement.

17. Applicable Law and Competent Court

- 17.1. These terms and conditions are governed by Dutch law.
- 17.2. Disputes between Gifty and the Purchaser that cannot be resolved amicably shall be exclusively submitted to the competent Dutch court.

18. Address and Contact

- 18.1. Contact details for customer service are available on the Gifty website (www.gifty.nl).
- 18.2. Other communication with Gifty must be sent in writing to:
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