

## MASSIMO DUTTI GIFT CARD

### GENERAL TERMS AND CONDITIONS OF USE

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1. The Gift Card (hereinafter, the “Card”) is the property of the issuer thereof, the identity of which is shown on the physical Card itself or in the e-mail whereby the virtual Card is sent. The initial value of the Card or any cash balance thereon belongs to the holder of the Card.
2. The Card is available in the following formats:
  - 2.1 Physical card for sale at any MASSIMO DUTTI physical point of sale located in the US (hereinafter, “MASSIMO DUTTI Stores”).
  - 2.2 Physical card for sale at MASSIMO DUTTI's US website via [www.massimodutti.com](http://www.massimodutti.com) (hereinafter, “massimodutti.com”).
  - 2.3 Virtual card for sale at [massimodutti.com/us](http://massimodutti.com/us).
3. The Card can be used to purchase any item or service for sale in any MASSIMO DUTTI Store or at [massimodutti.com](http://massimodutti.com). The Card cannot be used at MASSIMO DUTTI stores in a country other than the U.S. or for purchases at a MASSIMO DUTTI website other than the website for the U.S. The outstanding balance on the Card is not redeemable for cash, except where required by law and, in such event, only at a MASSIMO DUTTI Store.
4. The Card can be purchased (i) at any MASSIMO DUTTI Store by using any of the means of payment accepted at MASSIMO DUTTI Stores or (ii) online at [massimodutti.com](http://massimodutti.com) by using any of the means of payment accepted at [massimodutti.com](http://massimodutti.com). Cards cannot be purchased using another Card.
5. The Card can be used as often as the holder would like, until the outstanding balance of the Card reaches zero. The Card cannot be used towards the repurchase or exchange of previously purchased items or services.
6. Where the purchase price of items or services is in excess of the outstanding balance on the Card, the difference may be paid through any payment means accepted at MASSIMO DUTTI Stores for purchases being made at such stores or, for online purchases, through any payment means accepted at [massimodutti.com](http://massimodutti.com).
7. The outstanding balance on the Card is shown on the cash register receipt every time a purchase is made with the Card, for purchases made at MASSIMO DUTTI Stores, or with the information provided upon placing an online order, for purchases made at [massimodutti.com](http://massimodutti.com). The outstanding balance of the Card may be checked at any MASSIMO DUTTI Store or at [massimodutti.com](http://massimodutti.com).
8. Items or services purchased with the Card at: (i) any MASSIMO DUTTI Store shall be subject to the same exchange and return policy as is applicable to items or services purchased at such stores using other methods of payment, which policy

is available at any MASSIMO DUTTI Store; (ii) [massimodutti.com](http://massimodutti.com) shall be subject to the same exchange and return policy as is applicable to items or services purchased from [massimodutti.com](http://massimodutti.com), which policy is available at [massimodutti.com](http://massimodutti.com).

9. Where appropriate, refunds for items or services purchased with the Card which are returned shall be made in the following manner:
  - 9.1 by increasing the remaining balance of the Card, provided that, however, the Card exists when the return is made; or
  - 9.2 by issuance of a refund in the form of a credit note, the terms and conditions of which are provided to customers when issuing the credit note.
10. Any physical Card which has been purchased at a MASSIMO DUTTI Store or at [massimodutti.com](http://massimodutti.com) and which has not been used may be returned for a full refund (excluding shipping and handling in respect of physical Cards purchased at [massimodutti.com](http://massimodutti.com)) within thirty (30) days of the date of purchase. Any virtual Card purchased at [massimodutti.com](http://massimodutti.com) which has not been used may be returned for a full refund within thirty (30) days of the date on which it was delivered to the email address indicated on the order form in respect thereof. The amount of the reimbursement shall be refunded or credited using the method of payment originally used for the purchase of the Card. The original sales receipt or return document (depending on whether the Card was purchased at a MASSIMO DUTTI Store or at [massimodutti.com/us](http://massimodutti.com/us)) and, where applicable, any credit or debit card used to purchase the Card, may need to be produced. Returns of physical Cards purchased at a MASSIMO DUTTI Store may be made to any MASSIMO DUTTI Store. Returns of physical Cards purchased at [massimodutti.com/us](http://massimodutti.com/us) may be made in one of the following ways: (i) to any MASSIMO DUTTI Store that sells Cards, (ii) by cancelling the Card by following the instructions provided at [massimodutti.com](http://massimodutti.com). Returns of virtual Cards may be made by cancelling the Card by following the instructions provided at [massimodutti.com](http://massimodutti.com).
11. The Card does not have an expiration date, and shall remain valid until all value stored on the Card is used. The card does not have any activation fees or service fees.
12. The Card should be treated like cash. The issuer is not responsible for loss, theft or unauthorized use of the Card. Cards fraudulently obtained or used will not be honoured and will be cancelled.
13. Where a virtual Card is purchased at [massimodutti.com](http://massimodutti.com), the issuer shall not be responsible for the non-receipt or the delay in receiving such Card by its intended recipient for reasons beyond the issuer's control.
14. The Card shall not be used for the purpose of advertising or promoting products or services marketed by any third party, unless prior written consent from the issuer is obtained.

15. The purchase or use of the Card entails the acceptance of these terms and conditions, which have been made available to the customer upon purchase of the Card, and which are also available at any MASSIMO DUTTI Store and at [massimodutti.com](http://massimodutti.com). The issuer may modify these terms and conditions without notice.