MASSIMO DUTTI GIFT CARD GENERAL TERMS AND CONDITIONS OF USE

- 1. The Gift Card (hereinafter, the Card) is the property of the issuer Moda Retrato Ltd, T.I.C. 12008411B (hereinafter, MASSIMO DUTTI). The holder of the Card being a mere depositary.
- 2. The Card is exclusively valid in the territory of the Republic of Cyprus to purchase products being sold in any MASSIMO DUTTI store or via www.massimodutti.com.
- 3. The price of the Card can be paid by any of the means of payment accepted at the MASSIMO DUTTI stores or via www.massimodutti.com.
- 4. The return of any Card which has not been used yet shall be accepted within the following terms:
 - 4.1 Cards purchased at any MASSIMO DUTTI store may be returned within 30 days as of the date of purchase.
 - 4.2 Physical Cards purchased via www.massimodutti.com may be returned within 30 days as of the date of the shipping confirmation e-mail.
 - 4.3 Virtual Cards purchased via www.massimodutti.com may be returned within 30 days as of the date of dispatch of the virtual Card by MASSIMO DUTTI to the intended recipient thereof.

Sale of these different card formats shall be subject to their availability in the Republic of Cyprus.

The price paid for the Card shall be refunded using the same means of payment used to purchase it. For such refund, the sales receipt or e-ticket and, where appropriate, the payment card and the payment receipt must be presented. Return of any Card purchased abroad shall not be accepted.

Any outstanding balance of the Card shall not be refunded, or exchanged for cash.

- 5. The Card can be used as often as the holder thereof would like, until the total amount has been used up.
- 6. The remaining balance on the Card is shown on the cash register receipt every time a purchase is made with the Card, for purchases made at any MASSIMO DUTTI store, or in the information provided upon placing an order, for purchases made via www.massimodutti.com. The remaining balance of the Card may be checked at any MASSIMO DUTTI store or at www.massimodutti.com. Where the purchase price is in excess of the remaining balance on the Card, the difference may be paid through any payment means accepted at MASSIMO DUTTI stores or at www.massimodutti.com, as the case may be.
- 7. Products purchased with the Card at any MASSIMO DUTTI store shall be subject to the general purchase terms and conditions as any other products purchased at

said stores. Products purchased with the Card via www.massimodutti.com shall be subject to the purchase terms and conditions shown on said website.

8. Where appropriate, refund for products purchased with the Card which are returned shall be made by MASSIMO DUTTI by crediting the price of the returned product back onto the remaining balance of the Card or where the Card no longer exists upon the return of the products, by crediting the price of such product to a Voucher Card issued by MASSIMO DUTTI (i) to be handed out in the store, for any refund for products purchased at any MASSIMO DUTTI store, or (ii) to be sent by e-mail to the address of the customer who made the purchase with the Card, for any return of products purchased via www.massimodutti.com. The Voucher Card shall be valid to purchase product being sold in any MASSIMO DUTTI store or via www.massimodutti.com.

Refund methods hereunder provided are an essential term, and as such, they are deemed to be expressly accepted upon purchasing and/or using the Card.

- 9. The Card has no expiry date.
- 10. The Card is a bearer instrument. Its holder shall be solely responsible for the use and custody of the Card. The Card shall not be replaced in case of theft, loss or damage thereof. However, MASSIMO DUTTI may replace the Card in case of change of format of the Card.
- 11. Where the virtual Card is purchased via www.massimodutti.com, MASSIMO DUTTI shall not be responsible for the non receipt or the delay in receiving such Card by its intended recipient on grounds beyond MASSIMO DUTTI 's control, including inter alia: (i) the deficiencies or the breakdown of telecommunications lines/systems, (ii) the delay in the transmission of information or data or the loss of information or data which may occur under any of the circumstances provided under letter (i) above; (iii) the inaccuracy of the details of the recipient of the virtual Card provided by the purchaser of the Card; (iv) the non delivery of the Card at the e-mail address provided, or (v) the fact that the e-mail sent by MASSIMO DUTTI is deemed to be spam or unwanted e-mail.
- 12. Cards originally obtained through any unlawful means shall be null and void and they shall not be used to purchase products, nor shall the price thereof be refunded.
- 13. The Card shall not be used for the purposes of advertising or promoting products or services marketed by any third party other that the issuer of the Card, unless prior written consent is given by this latter.
- 14. The purchase or use of the Card entails the full 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 www.massimodutti.com.

FACE OF THE PHYSICAL AND VIRTUAL CARDS

Property of the issuer: Moda Retrato Ltd, T.I.C. 12008411B.

This Gift Card is exclusively valid in the Republic of Cyprus to purchase products in any MASSIMO DUTTI store or via www.massimodutti.com. The purchase/use of this Gift Card entails acceptance of the terms and conditions made available to the customer prior to and upon its purchase, and which are also available at any MASSIMO DUTTI store and at www.massimodutti.com.

CASH REGISTER TICKET HANDED TO THE PURCHASER OF THE CARD

Keep this ticket as proof of the purchase of the Gift Card (the Card) and of its initial balance. The Card is exclusively valid in the Republic of Cyprus to purchase products being sold in any MASSIMO DUTTI store or at www.massimodutti.com. The balance of the Card cannot be refunded or exchanged for cash.

The Card is a bearer instrument. Its holder shall be solely responsible for the use and custody of the Card. The Card shall not be replaced in case of theft, loss or damage thereof.

The purchase/use of the Card entails the full acceptance of the terms and conditions, made available to the customer upon purchase of the Card and which are also available at MASSIMO DUTTI stores, and at www.massimodutti.com.

CASH REGISTER TICKET FOR PURCHASES MADE THROUGH THE CARD AT PHYSICAL STORES

Balance of the Gift Card: [] Amount of purchase: [] Remaining Balance of the Gift Card: []

The Gift Card (the Card) is exclusively valid in the Republic of Cyprus to purchase products being sold in any MASSIMO DUTTI store or at www.massimodutti.com. The balance of the Card cannot be refunded or exchanged for cash.

The Card is a bearer instrument. Its holder shall be solely responsible for the use and custody of the Card. The Card shall not be replaced in case of theft, loss or damage thereof.

The purchase/use of the Card entails the full acceptance of the terms and conditions, made available to the customer upon purchase of the Card and which are also available at MASSIMO DUTTI stores and at www.massimodutti.com.

Please check the remaining balance of your Gift Card prior to leaving the store.