

# GENERAL TERMS AND CONDITIONS OF SALE

## 1. Area of application

1.1. These general conditions of sale (hereinafter: "**General Conditions**") govern the terms and conditions under which the Customer (hereinafter: "**Customer**") may make purchases, through the website <https://giftcards.landoffashion.it> (hereinafter: "**Site**"), owned by Amilon s.r.l. with registered offices in Milan, via Battaglia, no. 12, registered in the Milan Business Register under no. MI-1858746, VAT No. 05921090964 (hereinafter: "**Amilon**"), of gift cards containing credit in Euro that can be spent at all Land of Fashion stores (see list on [www.landoffashion.it](http://www.landoffashion.it)) (hereinafter: "**Gift Card**").

1.2. The applicable terms and conditions are those in force on the date that the purchase order is sent.

1.3. The General Conditions will be considered fully accepted by the Customer when the purchase order is sent. During the purchase phase there will be a special box that the Customer must tick to accept the General Conditions and then send the order.

## 2. Procedure for concluding the contract

2.1. The Customer must select the required Gift Card, the relative amount, the chosen quantities, and enter the data of the recipient of the purchase. In the event of a purchase made in favour of a third party, the Customer declares that he/she has full legitimacy to use the data of the third party, assuming all exclusive responsibility in this regard.

2.2. Before proceeding to payment, the Customer will see the summary of the purchase order. The Customer will be required to verify the accuracy of the data entered in the previous phase and then proceed with payment.

2.3. The order is considered as a contractual purchase proposal made to Amilon, by the Customer. The contract is considered complete at the time Amilon processes the purchase order.

## 3. Prices and payment methods

3.1. All prices on the Site are expressed in Euro (€) and are inclusive of VAT.

3.2. The Customer can use the following methods of payment:

- Credit card

3.3. Amilon will proceed with the purchase order only after having received the payment of the total amount due, consisting of the purchase price and any additional costs indicated in the summary of the purchase order.

3.4. The purchase receipt will be sent to the e-mail address indicated by the Customer during registration on the Site.

## 4. Right to Cancellation

4.1. The Customer, pursuant to art. 52 of the Consumer Code, has the right to cancel the order, without penalty and without specifying the reason, within 14 days from the day of delivery of the goods. The recipient of the Gift Card, if different from the Customer, cannot exercise the right to cancellation. The right to cancellation referred to in this paragraph remains expressly excluded and cannot be exercised in the case of a Gift Card that has been partially or fully used for the purchase of goods or services.

4.2. To exercise the right to cancellation, if the deadline referred to in the preceding paragraph has not expired and the Gift Card has not been used, in whole or in part, for the purchase of goods or services, the Customer must inform Land of Fashion of their decision to cancel, via the contacts indicated on the site, [www.landoffashion.it](http://www.landoffashion.it).

4.3. Following the procedure described in the paragraph above, the Customer will receive confirmation of cancellation via e-mail.

4.4. Once the right to cancellation has been properly exercised by following the procedure described in this article 4, and following verification by Land of Fashion that the Gift Card has not even been partially used, Amilon will re-credit the Customer with the price of the Gift Card without undue delay and, in any case, no later than 14 (fourteen) days from receipt of the goods, or from receipt of proof of shipment of the goods to the Customer. The refund will be made using the same payment method chosen by the Customer at the time of purchase.

## 5. Product delivery

5.1. The recipient will receive the Gift Card in digital format at the e-mail address indicated during purchase.

5.2. Amilon will process the order on the day chosen by the Customer during purchase.

5.3. Upon delivery of the Gift Card to the recipient, an e-mail confirming delivery will be sent to the Customer.

5.4. If the Gift Card is not delivered or is delivered late, the Customer may contact Customer services. Amilon will examine the complaint and communicate the outcome to the Customer as quickly as possible.

5.5. If it appears that the failed delivery is attributable to Amilon, the latter will reimburse the amounts paid by the Customer as quickly as possible. This refund will be communicated to the e-mail address provided at time of purchase and credited through the same means of payment used by the customer. Amilon will not be held liable for any delay in crediting the refund that depends on the payment method used by the Customer, by Amilon's own bank or by the Customer's bank.

## **6. How to use the Gift Card**

6.1. The Gift Card can be used, until the available credit has been consumed, to purchase goods and services at all Land of Fashion stores (see list on [www.landoffashion.it](http://www.landoffashion.it)).

6.2. The Gift Card is valid for 12 months from receipt of the e-mail and can be used several times until the credit has been consumed or until it expires. The Gift Card can be used as the only payment method or to complete another payment method. The Gift Card is not personalised, cannot be topped-up, cannot be converted into cash and cannot be replaced or refunded in the event of theft or loss.

## **7. Purchaser's obligations and responsibilities**

7.1. Upon conclusion of the contract, the Customer will be obliged to pay the amount due for the purchase of the Gift Card, indicated in the summary of the purchase order.

7.2. The Customer is required to keep the Gift Card and the code connected to it securely, with care and diligence. This means that it will be necessary to take all reasonable measures to avoid loss, theft or misuse of the card. As the card is not personalised, in the cases mentioned the credit present on the card will not be refunded.

7.3. The risk of loss, theft or misuse of the Gift Card is transferred to the Customer upon receipt (by e-mail) of the card.

7.4. Amilon will not be held liable in any way for the possible loss, theft, unauthorised or improper use of the Gift Card.

## **8. Guarantees**

8.1. Amilon does not provide any kind of guarantee regarding the suitability of the Gift Card for a particular purpose of the Customer.

8.2. Amilon will not be liable, in any way, for consequences deriving from the relationship between the Customer and the merchant with whom the Gift Card will be spent, or for any improper or non-compliant use of the card by the Customer with respect to the normal intended use of the card.

## **9. Limitation of Liability**

9.1. These General Conditions govern the sale and purchase of the Gift Card only. Amilon will not be liable, in any way, for faults or defects in the goods and services purchased with the Gift Card, for damages arising therefrom, for inability to use the Gift Card due to reasons not attributable to Amilon (for example, unavailability of operating sites) and for facts not attributable to Amilon.

9.2. The Customer expressly acknowledges and accepts that the possibility of using the Gift Card may be temporarily suspended, for example in the case of system maintenance. In this case, the Customer may not be able to:

- i. make payments; and/or
- ii. check their account with the relevant statement of the purchases made

Amilon will in no case be liable for any damage, direct and/or indirect, cost or loss occurring as a result of service interruption pursuant to this article.

9.3. Without prejudice to the mandatory legal provisions, the overall liability of Amilon in relation to each purchase cannot exceed the total value of the purchase order.

9.4. In the event of any dispute regarding the purchase of goods or services using the Gift Card, this dispute must be presented and resolved directly with Land of Fashion. Any refunds or returns are subject to Land of Fashion policies and the applicable regulatory provisions.

9.5. In no case will Amilon be held liable for the non-fulfilment of any of the obligations deriving from the General Conditions, if such failure is caused by unforeseeable circumstances and/or force majeure.

## **10. Customer services**

10.1. For any clarification on the use of the Gift Card, a page is available on the Site where the Customer can consult the FAQ.

10.2. Alternatively, the Land of Fashion Customer services department can be contacted as indicated in the contact sections of the site, [www.landoffashion.it](http://www.landoffashion.it).

## **11. Personal Data Processing**

11.1. Amilon undertakes to comply with all the requirements of EU Regulation 679/16 of the European Parliament and the Council of 27 April 2016 concerning the "protection of individuals with regard to personal data processing and the free circulation of such data" (hereinafter "GDPR"), as well as national legislation on the matter and the provisions of the Data Protection Supervisor.

11.2 The Customer accepts processing of their personal data based on the Privacy Policy, which can be seen on the Website <https://giftcards.landoffashion.it> and the consents given during registration on the Site.

## **12. Applicable law and place of jurisdiction**

12.1. The General Conditions will be subject exclusively to Italian law.

12.2. Except for mandatory provisions of the law, including regulations for the protection of consumers, for disputes that may arise in the interpretation and execution of the General Conditions, the Court of Milan will be exclusively competent.

The User declares to have read, understood and to accept specifically, pursuant to and for the purposes of articles 1341 and 1342 of the Civil Code, and art. 33 of the Consumer Code, the following provisions: art. 7 - Purchaser's obligations and responsibilities; art. 8 - Guarantees; art. 9. Limitation of Liability; art. 12 - Applicable Law and Place of Jurisdiction.