

Allegro Gift Card Terms and Conditions

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Effective as of 1 October 2019

I. Definitions

1. **Publisher** - Allegro.pl sp. z o.o. with its registered office in Poznań at ul. Grunwaldzka 182, 60-166 Poznań, entered into the Register of Entrepreneurs kept by the District Court for Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS number 0000635012, share capital: PLN 33,016,950, tax identification number (NIP): 525-26-74-798.
2. **Website** - an open commercial online platform available in the allegro.pl domain, operated by the Publisher in the Polish language, in which Transactions are organised.
3. **Transactions** - contracts for the sale of Items entered into between Website users.
4. **Allegro Gift Card** or **Gift Card** - a tool (represented by a numerical code) which entitles the User to purchase Items offered on the Website up to the maximum amount corresponding to the nominal value of the card.
5. **Buyer** - an individual who purchases a Gift Card from the Publisher in exchange for money.
6. **User** - the Buyer or owner of the Gift Card who uses the Gift Card.
7. **Items** - items offered for sale on the Website by users who act as sellers on the Website.
8. **Mobile App** – the Allegro mobile application not older than version 4.0.9 for the Android system, 4.13.0 for the iOS system, installed on mobile devices of a User and enabling access to Allegro in the following operating systems: iOS (on iPhone and iPad devices) and Android (on smartphones and tablets). More information on conditions of access to the Allegro mobile app is available on the website: <https://poznaj.allegro.pl/mobilne>.
9. **Payment Service** - the PayU service provided by PayU on the terms laid down in Appendix No. 7A to the Allegro User Agreement or the Przelewy24 service provided by PayPro on the terms laid down in Appendix No. 7B to the Allegro User Agreement.
10. **PayU** - the PayU S.A. company with its registered office in Poznań, 60-166 Poznań, at ul. Grunwaldzka 186, entered in the Register of Entrepreneurs maintained by the District Court for Poznań - Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National

Court Register under KRS number 0000274399, with share capital in the amount PLN 4,944,000, tax identification number (NIP): 779-23-08-495.

11. **PayPro** - PayPro S.A., a company with its registered office in Poznań, 60-327 Poznań, at ul. Kanclerska 15, entered in the Register of Entrepreneurs maintained by the District Court for Poznań – Nowe Miasto and Wilda, 8th Commercial Division of the National Court Register under KRS number 0000347935, with the share capital of PLN 4,500,000, paid up in full, and the taxpayer's identification number (NIP): 779-23-69-887.
12. **Payment Operator** - PayU and PayPro S.A., referred to this way jointly or individually.
13. **Distribution Point** - stationery outlets operated by third parties who have signed a separate agreement with the Publisher and offer Gift Cards for sale.
14. **Allegro Regulations** - the terms and conditions of the use of the Website, available on: <https://allegro.pl/regulamin/pl>.

II. General terms and conditions

1. These Terms and Conditions set forth the general principles governing the use of the Gift Card.
2. The Publisher shall accept the Gift Cards to be redeemed on the Website. Gift Cards are purchased under a sales agreement in exchange for money received from the Buyer. The Gift Cards shall be delivered to the Buyer as follows:
 - a) if purchased online - where the Gift Card has been purchased directly from the Publisher, it shall be delivered by email to the User's email address specified in the Website's User account settings. Within 10 minutes of having paid for the Gift Card, the Buyer shall receive the Gift Card in the form of an email with the content of a coupon consisting of a combination of letters and numbers with the total length of 12 characters. The Publisher recommends that the Buyer check all of their email folders, and in particular the SPAM folder, to verify whether the Gift Card has been delivered to the Buyer,
 - b) where the Gift Card has been purchased from a Distribution Point, it shall be released to the Buyer upon payment being made by the User, in the form agreed individually by the Publisher with the Distribution Point, including in the form of a plastic card.
3. Payment for a Gift Card purchased on the Website may only be made using a Payment Service available on the Website, while payment for a Gift Card purchased at a Distribution Point or from a partner of the Publisher shall be made using the payment methods available at a particular Distribution Point.
4. The nominal value of the Gift Card which Users may purchase in exchange for money may amount to, as chosen by the Buyer:
 - a) in the case of purchase from the Publisher:
 - i) PLN 20 (say: twenty Polish zlotys),

- ii) PLN 50 (say: fifty Polish zlotys),
- iii) PLN 100 (say: one hundred Polish zlotys),
- iv) PLN 150 (say: one hundred fifty Polish zlotys),
- v) PLN 250 (say: two hundred fifty Polish zlotys),
- vi) PLN 500 (say: five hundred Polish zlotys).

b) if purchased from a Distribution Point or from a partner of the Publisher:

- i) PLN 25 (say: twenty-five Polish zlotys),
- ii) PLN 50 (say: fifty Polish zlotys),
- iii) PLN 100 (say: one hundred Polish zlotys),

c) other values as agreed individually by the Publisher with the Distribution Points and partners of the Publisher, presented in the offering of such Distribution Points or partners of the Publisher.

5. As part of every Transaction paid for using the Gift Card whose value is lower than or equal to the value of the Gift Card and the delivery cost of the purchased Items amounts to PLN 0 (zero Polish zlotys), the User is required to pay from their own funds the amount of PLN 1 (say: one Polish zloty) by bank transfer to the account of the Payment Operator handling the Payment Service on the Website. In the case described in the previous sentence, the value of the Items shall be reduced by the amount specified above. The above amount shall be returned in full by the Payment Operator to the account of the seller from which the User has purchased the Items.
6. Allegro Gift Cards cannot be purchased online directly from the Publisher using another Allegro Gift Card purchased online directly from the Publisher.
7. The Gift Card may be used solely on the Website, including via the Mobile App.
8. The Gift Card cannot be exchanged for money (cash) in full or in part. The above shall also apply to situations where the Gift Card is not redeemed before its expiry date.
9. The User may only use the Gift Card to pay for the value of the Items. The amount due as the cost of delivery of the Items shall be covered by the User from their own funds.
10. Where a Gift Card is purchased directly from the Publisher, the Buyer may each time contact the Publisher at karty@allegro.pl to receive an accounting note for the purchased Gift Cards.
11. A Buyer who makes a single purchase of Gift Cards with the total value exceeding the amounts set out below shall be entitled to receive a specific discount. The discount shall be

applied to the total value of the Gift Cards purchased by the Buyer, with the provision that the Cards may have various nominal values at the Buyer's discretion:

a) total value equal to or greater than PLN 20,000 – a discount of 1% of the value of the purchased Cards,

b) total value equal to or greater than PLN 50,000 - a discount of 3% of the value of the Cards purchased,

c) total value equal to or greater than PLN 100,000 – a discount of 4% of the value of the purchased Cards.

12. To receive the discount referred to in item 11 above, the Buyer shall notify the Publisher at: karty@allegro.pl before the purchase of the Gift Cards of the number and nominal values of the Gift Cards they are planning to purchase. In reply to such information correctly sent by the Sender, the Publisher shall send a purchase order to the Buyer which, having been signed by the Buyer, shall constitute the basis for the application of the discount by the Publisher, as well as for the issuance of a debit note, on the basis of which the Buyer shall make the payment.
13. To the greatest extent permitted by law, the Publisher shall not be held liable for any use of the Gift Card by a third party, or for the loss or any damage to the Gift Card for reasons not attributable to the Publisher, once the Gift Cards have been released to the Buyer.
14. The Gift Card shall be valid and active for 12 months of its purchase date. The expiry of the validity period of the Gift Card shall render it impossible to complete any Transaction on the Website using the Gift Card.

III. General rules for Gift Card use

1. Redeeming a Gift Card shall consist in the purchase by the User of Items on the Website in exchange for payments made using the Gift Card.
2. The User does not need to be a fully registered user of the Website to use a Gift Card in a Transaction. The Publisher also allows for the Gift Card to be used by the Website users referred to in item 2.7 of the Allegro User Agreement ("Guests").
3. When a Gift Card is redeemed to purchase Items, its nominal value shall be reduced by the price due for the Items purchased by the User.
4. Where the value of the purchased Items is higher than the current nominal value of the Gift Card, the User shall pay the difference between the price of the Items and the value of the Gift Card via the Payment Service.
5. A Gift Card may only be redeemed once as part of a single payment for a Transaction, which may be a Transaction concerning one or several Items from one or more sellers for which a single payment will be made.

6. When redeeming a Gift Card, Users shall not be entitled to receive change in cash where the value of the purchased Items is lower than the current nominal value of the Gift Card. The remaining funds cannot be used during the validity term of the Gift Card and will not be returned.
7. The Publisher shall not allow for payments to be made on the Website for a single Transaction using several Gift Cards with the same or different nominal values.
8. Users shall not be allowed to use a Gift Card for Transactions where:
 - a) they are making a hire purchase or using loan products, etc. available on the Website as part of the Payment Service,
 - b) they have chosen the payment at delivery option (cash on delivery parcels or in-store pick-up without pre-payment).
9. The Publisher shall have the right not to allow a Gift Card to be redeemed, where:
 - a) the Gift Card has expired,
 - b) it is technically impossible to redeem the Gift Card (in particular where a connection with the Publisher's IT system cannot be established); however, the Publisher shall enable the Gift Card to be redeemed immediately upon the disappearance of the obstacle referred to in this item,
 - c) where actions of a User have infringed the provisions of the Allegro User Agreement or where the User has taken any action intended to circumvent the safeguards used by the Publisher or consisting in falsifying data,
 - d) the Gift Card has already been redeemed.
10. Where actions of a User have infringed the provisions of the Allegro User Agreement or where the User has taken any actions intended to circumvent the safeguards used by the Publisher or consisting in falsifying data, the Publisher shall be entitled to block the User's account on the Website.
11. Gift Cards may be purchased from the Website in an account created for the Publisher on: https://allegro.pl/uzytownik/Allegro_karty, from the Publisher's partners through other websites or from selected Distribution Points. Information on the Publisher's partners and Distribution Points where the Gift Cards may be purchased can be found on <https://allegro.pl/karty-podarunkowe>.
12. The Gift Cards shall be activated upon payment being made by the Buyer.
13. A Gift Card shall be invalid once its expiry date is reached.

IV. Complaints

1. Users may lodge complaints about Gift Cards directly with the Publisher, as well as with the Distribution Point where they have purchased the Gift Card.
2. Any complaints relating to the purchase and use of the Gift Cards shall be dealt with by the Publisher within 14 (say: fourteen) days of a complaint being lodged by the User.
3. The User may contact the Publisher with regard to the services provided under these Terms and Conditions as follows:
 - a) in writing to: Allegro.pl sp. z o.o., 60-166 Poznań, ul. Grunwaldzka 182,
 - b) by e-mail to: karty@allegro.pl.
4. A User may lodge a complaint if the Publisher fails to perform the services set forth herein or to perform them under the provisions hereof. Complaints relating to any Items purchased shall be lodged on general terms.

V. Returns

1. A Buyer may return a Gift Card purchased directly from the Publisher through the Website within 14 days of the date of the payment made for the Gift Card. As regards other partners of the Publisher who distribute Gift Cards online or Distribution Points, the deadlines for complaints set by a particular partner or Distribution Point shall be effective.
2. Gift Cards purchased directly from the Publisher may be returned by the Buyer by writing to: karty@allegro.pl. The Publisher shall verify whether the Gift Card which the Buyer wishes to return is active, i.e. whether it has not been previously used and, following such positive verification, the Publisher shall return the amount equivalent to the Gift Card amount by bank transfer and the Gift Card shall be deactivated. The same verification procedure shall apply to Gift Cards returned through other partners of the Publisher or through Distribution Points.
3. Where a User exercises their right to return the Items (withdraw from the agreement) purchased on the Website and paid for using a Gift Card, the amount equivalent to the value of the Items shall be returned to the User. Where the User does not receive the return in the form of a new Gift Card with the original value, they should each time contact the Publisher at: karty@allegro.pl.
4. Where the value of the return (price of the Items) referred to in item 3 above is lower than the value of the Gift Card which was used to pay for the Items, the User returning the Items shall only receive the amount equivalent to the value of the returned Items. They shall forfeit the difference between the value of the Gift Card used to pay for the returned Items and the amount equivalent to the value of the returned Items.

VI. Final Provisions

1. The content of these Terms and Condition is available on: <https://allegro.pl/karty-podarunkowe>.
2. Upon a User's request, the Publisher shall send them these Terms and Conditions in an email message.
3. The issue of a Gift Card shall not constitute sale liable to the goods and services tax (VAT) within the meaning of the effective tax regulations.
4. The Publisher reserves the right to amend these Terms and Conditions. The Publisher shall announce such amendments to the Terms and Conditions by providing relevant information on: <https://allegro.pl/karty-podarunkowe>. Amendments shall enter into force on the date indicated by the Publisher, however, no earlier than 7 days of the publication of information on the website indicated in the previous sentence.
5. In the event of a technical failure or error, within the meaning of Appendix No. 3 to the Allegro User Agreement, occurring during the purchase of the Allegro Gift Cards, the Publisher shall provide the Buyer with the Allegro Gift Cards within 12 hours of the time when such a failure or technical error is remedied.
6. The generally applicable provisions of the Polish law shall apply to any matters not governed by these Terms and Conditions.
7. In the case of any conflict between these Terms and Conditions and the Website User Agreement available on <https://allegro.pl/regulamin/pl>, the provisions of these Terms and Conditions shall prevail.
8. The Publisher reserves the right to suspend or terminate the Gift Card issue program at any time. Gift Card Users shall be notified of such suspension or termination of the program duly in advance in the manner set out in item 4 above.