

# RISK MADE IN WARSAW GIFT CARDS IN THE ONLINE STORE TERMS AND CONDITIONS

## §1 Definitions

The capitalized terms used in these Terms and Conditions have the following meaning:

1. **RISK Boutique** – the Issuer's retail outlet for the sales of the Issuer's Items, located at Szpitalna 6A in Warsaw.
2. **Digital Card** - a Gift Card recorded in digital form (numeric code), enabling the User to pay for the Items in the Online Store.
3. **Material Card** - a Gift Card fixed on a material medium, enabling the User to pay for the Items in the Online Store.
4. **Gift Card** – a gift certificate, fixed on a material medium or in digital form (numeric code), enabling the User to pay for Items in the Online Store.
5. **Purchaser** - a person who, in the Online Store, transmits funds, equal to the value of the Gift Card, to the Issuer in exchange for a Gift Card issued by the Issuer.
6. **Privileged Entrepreneur** - a natural person concluding a contract directly related to its economic activity, when the content of this contract shows that it does not have a professional nature for that person, resulting in particular from the subject of its economic activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity.
7. **Online Store** – the Issuer's online store, offering Items, hosted at the following address: <https://www.riskmadeinwarsaw.com>.
8. **Items** - items for sale at RISK Boutique and the Online Store.
9. **User** – the Purchaser or any holder of the Gift Card, submitting it in the Online Store for redemption.
10. **Issuer** – RISK S.A. with its registered office in Warsaw at Szpitalna 6A #9 (00-031 Warsaw), entered into the commercial register maintained by the District Court for the capital city of Warsaw in Warsaw, XII Commercial Division of the National Court Register (KRS) under the following number: 0000953550, VAT identification number (NIP): 1132855615, National Business Registry Number (REGON): 146129025, share capital: 100.000,00 zlotys (fully paid).

## §2 General Provisions

1. Available Material and Digital Cards hold the following face values:
  - a. 100 zlotys;
  - b. 200 zlotys;
  - c. 300 zlotys;
  - d. 500 zlotys;
  - e. 1000 zlotys.

2. The Issuer is entitled to the introduction of Gift Cards which hold different face values without amendment to these Terms and Conditions.
3. The Gift Card (Material or Digital Card) purchased in the Online Store may be redeemed only in the Online Store.
4. Issuing the Gift Card by the Issuer takes place exclusively through the purchase in the Online Store, depending on the type of the Gift Card, pursuant to section 3 above.
5. The Issuer undertakes to convey the Gift Card of a specified face value to the Purchaser, and to accept it for redemption, pursuant to section 3 above.
6. In exchange for the received Gift Card, the Purchaser undertakes to transmit funds to the Issuer, equal to the face value held by the Gift Card. In the case of payment for the Gift Card in the Online Store, the payment may be performed with the use of payment methods available in the Online Store.
7. The funds transmitted by the Purchaser to the Issuer, pursuant to section 6 above, become the property of the Issuer at the moment of issuance of the Gift Card.
8. The value held by the Gift Card, expressed in PLN (zlotys), is equal to the number of funds contained in the Gift Card.
9. The Gift Card may not be purchased through the use of another Gift Card.
10. The Gift Card remains valid for a twelve-month period starting with its issuance for the Purchaser. At the moment of its issuance for the Purchaser, the Gift Card shall be activated (Gift Cards not activated by the Issuer are not valid). The expiry date of the Gift Card shall not be extended.
11. The Gift Card may only be redeemed after activation in the Online Store, pursuant to section 3 above.
12. The User, before redeeming the Gift Card, is obliged to become acquainted with the contents of these Terms and Conditions and to observe their provisions.

### **§3 Use of the Gift Card**

1. The Gift Card may only be held by natural persons with full legal capacity throughout the Gift Card's validity period.
2. The Issuer shall inform the User that the Gift Card:
  - a. may be redeemed only in the Online Store, pursuant to § 2 para. 3 of the Terms and Conditions;
  - b. may not be exchanged for funds;
  - c. has an expiry date, after which it may not be redeemed (the Gift Card is valid for 12 months from the day of purchase).
3. The User redeems the Gift Card by entering the numeric code of the Gift Card in the Online Store, in the shopping cart, or in the 4th step of purchasing in the field "gift certificate code". The number of funds collected from the Gift Card will correspond to the price of the Item purchased by the User from the Issuer.
4. Once the User concludes the contract of sale of Items with the Issuer, presenting the Gift Card for redemption, the balance held on the Gift Card shall be entirely used to cover the price owed to the Issuer for the sold Item.

5. If the price of Items purchased by the User with the use of Gift Card exceeds the total balance of the Gift Card, the User shall be obliged to pay the difference using another form of payment, with the stipulation that in the Online Store the User is obliged to use the forms of payment specified thereat.
6. If the price of the Items purchased by the User with the use of the Gift Card is lower than the balance, the difference remains in the Gift Card to be redeemed on the next purchase within the validity of the Gift Card.
7. The Gift Card is a reusable card. If the Gift Card is used in the Online Store, the User is obliged to enter the numeric code indicated on the Gift Card. The code provided is a reusable code.
8. The Issuer is entitled to refuse redemption of the Gift Card if:
  - a. the validity of the Gift Card has expired,
  - b. the Gift Card cannot be redeemed due to the lack of technical possibilities, particularly:
    - a) impossibility to connect to the Issuer's computer system,
    - b) damage to the Gift Card to a degree that renders impossible the detection of data recorded on the Gift Card.
9. The Gift Card may not be exchanged for funds.
10. The Issuer shall not be held responsible for Gift Cards that have been lost or damaged after issuance to the Purchaser.
11. If the Gift Card is lost, destroyed, or stolen, the User is not entitled to any claims against the Issuer.
12. The Issuer shall not be liable for the results of inability to redeem the Gift Card arising from the circumstances beyond the Issuer's scope of responsibility, specifically including those arising from the severance of electronic or telephone connection to the Issuer's computer system.
13. If the funds recorded on the Gift Card have not been redeemed despite the expiration of the Gift Card, the User shall not be entitled to claim a refund from the Issuer of the funds transmitted to the Issuer.
14. In the event of (1) returning the Items purchased and paid for in the Online Store using the Gift Card, (2) partial return of the Items from the order paid using the Gift Card or (3) withdrawal from the sales contract covering the Items purchased and paid for in the Online Store using the Card Gift, pursuant to art. 27 of the Act of May 30, 2014, on consumer rights (i.e. Journal of Laws of 2019, item 134), the Issuer first returns to the same Gift Card the funds corresponding to the amount used from the Gift Card to place the order to which the return relates. If the price of the purchased Items exceeded the value of the Gift Card and the User paid the difference using a different payment method, this amount will be reimbursed by the Issuer using this method.
15. If the validity date of the Gift Card is less than 30 days at the time of return or withdrawal from the contract for the sale of the Items, the Gift Card will have a 30-day validity period after the refund is made - counted from the date of returning the funds.

## **§4 Claims**

1. Any claims with regard to Gift Cards shall be reviewed by the Issuer, in writing, within 30 (thirty) days of the filing of the claim, in writing, by the User.
2. Claims with regard to Gift Cards may also be filed at RISK Boutique, on the opening days and hours of the RISK Boutique provided on the website of the Online Store.

## **§5 Rescission (return of the Gift Card)**

1. The Purchaser, including the Privileged Entrepreneur, who bought the Digital or Material Card in the Online Store, may rescind the Gift Card agreement, without giving a reason, by submitting an appropriate statement of rescission to the Issuer within 14 days of coming into possession of the Gift Card, on the terms described in this paragraph.
2. If the Gift Card was completely or partially redeemed before the time limit for rescission, the Issuer shall not refund to the Purchaser the funds equal to the value of the redeemed Gift Card.
3. By rescinding the Gift Card agreement, the Purchaser undertakes to refrain from using the Gift Card until sending the Gift Card back. If the Purchaser redeems the Gift Card between submitting the statement of rescission of the Gift Card agreement and sending the Gift Card back, the Issuer shall not be required to refund to the Purchaser the funds paid for issuing the Gift Card to the extent to which the Purchaser has used the face value of the Gift Card.
4. The subject of the agreement being, in case of the Digital Card (numeric code), digital content specified in art. 2, point 5 of the Act of 30 May 2014 on Consumer Rights (i.e. Journal of Laws of 2019, item 134), the initiation of performance of the agreement before the statutory fourteen-day time limit for rescission must be preceded by the Purchaser's approval. If the Purchaser consents to the initiation of performance of the Gift Card agreement (i.e. provision of the numeric code) before the statutory fourteen-day time limit for rescission, the Purchaser shall forfeit the right to rescind the agreement, specified in art. 27 of the Act of 30 May 2014 on Consumer Rights (i.e. Journal of Laws of 2019, item 134), which remains in accordance with art. 38, point 13 thereof.

## **§6 Final Provisions**

1. To all matters not provided for in these Terms and Conditions, the relevant provisions of law shall apply, including in particular provisions of the Civil Code and acts of law.
2. The Gift Card is not an electronic payment instrument, an electronic money instrument, or a payments card.
3. Issuing the RISK Gift Card to the User does not constitute an act of sale subject to Value Added Tax within the meaning of the relevant tax regulations. The User shall receive, upon payment, a receipt in writing (accounting note), which does not constitute a fiscal receipt or a VAT invoice.
4. The Issuer reserves the right to amend the Terms and Conditions in the event of organizational or legal changes to the Issuer and its economic activities, as well as

changes in applicable law applicable to the Terms and Conditions and changes in the functionality of the Online Store applicable to the Terms and Conditions. The amended provisions of the Terms and Conditions shall be published on [www.riskmadeinwarsaw.com](http://www.riskmadeinwarsaw.com).

5. The Issuer reserves the right to suspend or stop issuing Gift Cards at any time without giving a reason. The Issuer shall inform Users of the Gift Card program about the suspension or termination, with sufficient advance, through the [www.riskmadeinwarsaw.com](http://www.riskmadeinwarsaw.com) website.
6. Users of Gift Cards purchased until the day of suspension or termination of the program shall be able to use them on current terms.
7. The regulations for purchasing Items in the Online Store are specified in the Online Store Terms and Conditions available on the following website:  
<https://www.riskmadeinwarsaw.com/en/terms-and-conditions>
8. The regulations for the processing of the Users' personal data are specified in the Privacy Policy available on the following website:  
<https://www.riskmadeinwarsaw.com/en/privacy-policy/>
9. The contents of these Terms and Conditions are available in RISK Online Store and in the Customer Care Department on [customercare@riskmdainwarsaw.com](mailto:customercare@riskmdainwarsaw.com).

These Terms and Conditions apply from 29.03.2022.