

GENERAL TERMS AND CONDITIONS FOR THE DISTRIBUTION OF GIFT CARDS

These general terms and conditions (hereinafter: “**General Terms and Conditions**”) regulate the terms and conditions for the distribution of Gift Cards between AMILON S.r.l., with registered office at Via Natale Battaglia 12, Milan, Milan Companies Register no. 1858746 and VAT no. 05921090964 (hereinafter, “**Distributor**”) and the client who has accepted the Offer (hereinafter, “**Client**”).

1. Definitions

The words and expressions with initial capital letter have the specified meanings. Plural terms include the singular and vice versa:

Confidential Information: all documentation and information (including, but not limited to, data and/or procedures, methods, know-how, analysis, correspondence, trademarks, patents, models, promotional and advertising material, login details, Gift Card codes, etc.) in any form sent by one Party to the other, its employees and/or consultants or representatives in the context of the Offer or these General Terms and Conditions, even if not classed expressly as “confidential”.

Final Customers: final recipients of the Gift Cards, typically the Client's customers, the Client's employees or consumers who have received the Gift Card from third parties.

Gift Card: document containing a unique code/identifier, recognized in all the Merchant's Shops, on any physical or digital medium, which allows the person who exhibits it to obtain the indicated performance or to transfer this right to others.

Material: the Merchant's texts, images, trademarks or logos.

Merchant: company that issues Gift Cards for variable amounts, which can be spent in the Shops.

Shops: physical and online (e-commerce) shops, of the Merchant or third parties that the Merchant uses to sell its products to the public and which accept the Gift Cards as a means of payment.

Offer: document containing the economic conditions for the distribution of Gift Cards, sent by the Distributor to the Client and signed by the latter to indicate acceptance.

Order: request sent to the Distributor by the Client (also via e-mail) for the distribution of a certain quantity and type of Gift Card, governed by the Offer and these General Terms and Conditions

Parties: the Client and the Distributor.

Systems: all the software and/or platforms owned by the Distributor, which may be provided online in “as a service” mode to use the Gift Cards. They are used by the Distributor, the Clients and/or Merchants to: (1) process and manage digital and physical Gift Cards directly in points of sale and online shops, (2) carry out accounting offsetting, reporting and recording, (3) ask for authorisation to use the Materials for competitions and prize draws.

2. Purpose

Upon acceptance of the Offer, the Client places an order to purchase the Gift Cards indicated therein, which can be spent in the Shops and used for the purposes indicated in the Offer and which the Distributor distributes to the Client after the payment of the considerations set out in article 4.

3. Duration and withdrawal

3.1. The General Terms and Conditions come into force on the date that the Offer is signed and remain in force until the services specified in the single Orders have been performed. Each Party may withdraw from these General Terms and Conditions and the Orders for any reason by giving at least 15 (fifteen) days' notice to the other Party.

3.2. In the event of withdrawal pursuant to the previous paragraph, the Client may no longer place any Orders and the Gift Cards ordered by the Client up to the day preceding the day of withdrawal shall be provided by the Distributor.

3.3. In any case, the Client undertakes to pay the consideration due for the Gift Cards ordered during the period in which the relationship is in force.

4. Considerations

4.1. Upon each Order, the Distributor shall issue an invoice for a consideration equal to the sum of the amounts specified in the Offer.

4.2. The Client undertakes to pay the Distributor the consideration indicated in each invoice, by bank transfer, within the time frame and into the account whose details are given in the Offer.

4.3. These invoices will include VAT where due.

5. Client's obligations

5.1. The Client undertakes to pay the consideration due in full within the time frame and in accordance with the terms set out in article 4, acknowledging as of now that if it fails to do so the Distributor will not be able to distribute it the Gift Cards.

5.2. The Client shall use the Gift Cards, with the related Materials, only for the purposes indicated in the Offer, distributing them to Final Customers as supplied by the Distributor without modifying them in any way. The Client also undertakes not to reproduce, duplicate, copy, sell, resell or in any way exploit the Gift Cards or any part of them or any of their content, for commercial purposes and, in any case, for a charge or free of charge, without the Distributor's written consent.

5.3. In all cases, the Client is required to store the Gift Cards safely, carefully and diligently, taking all reasonable measures to prevent their loss, theft or improper use. The Client acknowledges that the Distributor cannot be held liable in any way for the loss, theft or unauthorised or improper use of the Gift Cards and that, if this occurs, no consideration will be reimbursed.

5.4. The Client undertakes to hold the Distributor harmless from any loss, cost, charge, liability and/or harmful consequence for which the Client may be liable as a result of actions, requests and claims brought by Final Customers and/or the Merchant with regard to the Distributor, arising from the improper and/or unlawful use of the Gift Cards and/or the Merchant's Materials (for example, failing to request prior authorisation to use the Materials).

5.5. If the Client is granted access to the Distributor's Systems, the Client undertakes to store diligently the login details sent by the Distributor, informing the latter promptly of any unauthorised use that it becomes aware of and undertaking in such circumstances to hold the Distributor harmless.

5.6. The Client undertakes to inform Final Customers of the conditions for using the Gift Cards, as laid down and updated over time by individual Merchants and set out in the Gift Cards, before distributing them, in particular by publishing the conditions in the software and/or platforms used to distribute them.

6. Distributor's obligations

6.1. Against payment of the considerations set out in article 4, the Distributor undertakes to deal with the Order, supplying the Client with the Gift Cards requested as quickly as its procurement capacity permits.

6.2. If the Distributor has to cancel any Gift Cards received from a Merchant, for example due to fraud, distribution errors or distribution software malfunction, the Distributor undertakes to supply the Client with new replacement Gift Cards within 8 (eight) working hours of receiving the cancellation request and, in this case, the Client shall have no recourse against the Distributor and/or Merchant on any basis.

7. Confidentiality

Confidential Information is the exclusive property of the disclosing Party and forms part of its confidential industrial assets. It is therefore prohibited to exploit, reproduce, disclose or disseminate it, in full or in part and in any form, without the prior written authorisation of the disclosing Party and for purposes other than the performance of the services covered by the Offer and these General Terms and Conditions.

8. Personal data protection

8.1. The Parties undertake to comply with the provisions of Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the "*protection of natural persons with regard to the processing of personal data and on the free movement of such data*", as well as with any other provisions of national laws, including the implementing legislative decrees, regulations and provisions issued by the Italian personal data protection Authority applicable to the Order, the Offer and these General Terms and Conditions.

8.2. The Parties acknowledge that the conclusion and performance of the Order, the Offer and these General Terms and Conditions involve the processing, by each of them, of personal data concerning the other Party, and of personal data or their own and third parties' employees/consultants, which will be processed by each Party as data controller, for purposely strictly linked to the conclusion and performance of the Order, the Offer and these General Terms and Conditions.

8.3. It is expressly understood that each of the Parties will process the personal data in accordance with the principles of lawfulness and fairness, in order to protect the rights and fundamental freedoms of the data subjects, in accordance with appropriate technical and organisational measures to ensure a level of security appropriate to the risk, using manual and/or automated means, taking on exclusively all resulting liability.

9. Intellectual and industrial property rights

The Parties expressly declare, with no restrictions of time or space, that neither the Order, nor the Offer, nor these General Terms and Conditions, constitutes the assignment and/or granting of licence, even in part, of the trademarks and/or any other intellectual property rights (including, but not limited to, all rights of use and enjoyment including the right to transfer on any basis all the rights acquired and the right to sign agreements related to them) of the other Party, which therefore are and remain that other Party's exclusive property and possession.

10. Effects of termination of relationship

10.1. If the relationship established between the Parties is terminated for any reason, the Client must stop using the Material, except for any promotional activities in progress on the termination date.

10.2. If the effects of the relationship established between the Parties are terminated, each Party must return to the other and/or permanently delete personal data and Confidential Information, as agreed with the other Party, within a period of 30 (thirty) days.

11. Amendments and assignment

11.1. The Distributor reserves the right to amend these General Terms and Conditions and/or the Offer at any time by notifying the Client, in the latter case before the Client makes the payment referred to in Article 4 relating to a specific Order.

11.2. In the cases referred to in the previous paragraph, within 15 (fifteen) days from the time of receipt of the communication from the Distributor, the Client may not place any further Orders and must, if necessary, communicate its disagreement with the proposed amendments and its intention to withdraw with immediate effect. Otherwise, within the same period, the amendment will become fully effective.

11.3. It is prohibited to assign the Offer and the rights arising from it, even in part, without the specific written agreement of the other Party.

12. Limitations of liability

12.1. Without prejudice to mandatory legal provisions, the Distributor's maximum liability for any harm, on any basis, to the Client or third parties connected to an Order or its performance, shall not exceed in total the amounts actually paid by the Client under the same Order.

12.2. The Distributor does not assume any liability for indirect harm (including, but not limited to, loss of profit, business interruption, loss of earnings) suffered by the Client and/or by third parties arising from the performance of the Order and/or use of the Gift Cards.

13. Force majeure

13.1. The Parties will not be liable for non-fulfilment or late fulfilment of their respective obligations if this non-fulfilment or delay are due, directly or indirectly, to force majeure, meaning any event or circumstance totally beyond the control of the Parties.

13.2. The Party that cannot fulfil its contractual obligations due to a force majeure must inform the other Party within 48 (forty-eight) hours of becoming aware that the force majeure has occurred.

14. Law and jurisdiction

14.1. The applicable law is Italian law.

14.2. For any dispute concerning the interpretation, implementation and/or validity of the Order or the Offer or these General Terms and Conditions, the Court of Milan will have exclusive jurisdiction.

15. Communications

15.1. The Parties declare that their addresses for service for this relationship are their respective registered offices, as indicated in the introduction and in the Offer.

15.2. The Parties agree that any communication concerning the Order and/or the Offer and/or the General Terms and Conditions will be made in Italian or in English:

- from the Distributor, in writing to the certified email address or by registered letter with A/R to the Client's registered office indicated in the Offer;
- from the Client, in writing to the certified email address amministrazione@pec.amilon.it or by registered letter with A/R to the Distributor's registered office.

15.3. Each Party undertakes to communicate promptly any change of registered office or certified email address.

16. Final provisions

16.1. The General Terms and Conditions applicable are those in force on the date that the Offer is signed.

16.2. The General Terms and Conditions will be considered accepted in full by the Client by the signing of the Offer, in which the link through which they can be viewed will be indicated.

16.3. It is understood that, subject to any cases of forfeiture set out in the General Terms and Conditions, the failure to exercise a right by the Distributor will not be interpreted as the waiver of the option to exercise that right in future or as a waiver of any other of the Distributor's rights under the General Terms and Conditions.

The Client declares that it has read, understood and specifically accepts, pursuant to articles 1341 and 1342 of the Italian Civil Code, the following provisions: art. 2 – Purpose; art. 5 – Client's obligations; art. 6 – Distributor's obligations; art. 11 – Amendments and assignment; art. 12 – Limitations of liability; and art. 14 – Law and jurisdiction.