



GENERAL TERMS AND CONDITIONS OF SALE

1. OBJECT

- 1.1 These general terms and conditions ("**Terms of Sale**") govern the purchase and sale of Shopping Vouchers on the Portal (also through the Application) and ideaShopping on the Portal – desktop version.
- 1.2 Registration and access to the Portal (including through the Application), as well as the use of the related services, is governed by the specific general terms and conditions available in the footer of the Portal – desktop version and in the appropriate section of the Application ("**Registration and Use T&Cs**").

2. DEFINITIONS

2.1 In addition to the definitions given above and in the following Terms of Sale, the terms indicated below, when used with a capital letter below, shall have the following meanings, it being understood that singular terms include plurals and vice versa:

- a) "**Account**": the reserved area of the Customer registered on the Portal;
- b) "**Amilon**": Amilon S.r.l., Tax Code and VAT No. 05921090964, with registered office in via Battaglia n. 12, 20127 - Milan, PEC amministrazione@pec.amilon.it (further information can be found in the footer of the desktop version of the Portal), which sells Shopping Vouchers and Shopping ideas on the Portal;
- c) "**Application**": the "mobile" version of the Portal, i.e. Amilon's application for mobile devices, available for download from the Google Play Store and the Apple App Store;
- d) "**Beneficiary**": the natural person to whom the Customer intends to make the purchased Shopping Voucher available; the Customer can in fact indicate, during the purchase phase, a third party to whom to send the Shopping Voucher on a specific date and possibly with a personal message;
- e) "**Customer**": the natural person who purchases the Shopping idea(s) or the Shopping Voucher(s) of interest on the Portal, after registration or access in "guest" mode.
- f) "**Shopping Voucher**": a document issued by entities that offer goods/services to the public ("**Merchant**") in which is incorporated, on the one hand, the right of the holder to obtain goods or services from the Merchant (or from affiliated parties or franchisees belonging to the Merchant's network) within the limit of the nominal value indicated on the document itself and under the conditions of use set out therein, on the other hand, the corresponding obligation of the Merchant (or the subjects indicated above) to accept it instead of money for the purchase of such goods or services at their points of sale;
- g) "**ideaShopping**": the voucher issued by Amilon – identified by a special code ("shopping code") and with a certain face value in € – which can be spent on the Portal exclusively for the purchase of certain Shopping Vouchers, as better described in the Registration and Use T&Cs. IdeaShopping can be purchased on the Portal - desktop version;
- h) "**Parties**": Amilon and the Client jointly;
- i) "**Portal**": the e-commerce portal www.idea-shopping.com of Amilon, available both in the desktop version and via the Application, where the Customer can purchase Shopping Vouchers from Amilon by spending the ideaShopping, as well as, in the desktop version only, buy the ideaShopping themselves, as well as benefit from additional services, as specified in the Registration and Use T&Cs;
- j) "**Guest Profile**": the reserved area of the non-registered Client ("**Guest User**") who authenticates to the Portal in "guest" mode, as indicated in the Registration and Use T&Cs. The Guest Profile is only available on the Portal – desktop version.

3. METHODS OF PURCHASING SHOPPING VOUCHERS, CONCLUSION OF THE CONTRACT AND ACKNOWLEDGMENT OF THE CUSTOMER

- 3.1 To purchase Shopping Vouchers, the Customer must:
 - 1) authenticate on the Portal, as indicated in the Registration and Use T&Cs;
 - 2) carefully check the conditions of use of the Voucher of interest established by the relevant Merchant (which clarify the period of validity, points of sale where it can be spent, any excluded products/services, etc.);
 - 3) choose quantity and cut from those available;



- 4) if necessary, indicate whether the Shopping Voucher is for a Beneficiary by entering the required data in the appropriate form;
 - 5) use the value of the ideaShopping uploaded to the Guest Account / Profile for payment; in the event of a purchase on the Portal – desktop version, if this value is not sufficient, the Customer, if registered, may pay the difference due using his/her credit card or other payment instrument that may be introduced pursuant to art. 3.2;
 - 6) declare that they have read and accept the Conditions of Sale, by ticking the appropriate box. Where no box appears, the Conditions of Sale are considered accepted even with the sole continuation of the order;
 - 7) click on the appropriate button to confirm the purchase ("**BS Order**").
- 3.2 Amilon accepts the payment instruments indicated on the Portal, as well as any additional ones that may be introduced, which the Client can view and select in the phase indicated in art. 3.1, no. 5).
- 3.3 By sending the BS Order, the contract between the Parties is considered concluded and the Customer will receive an e-mail confirming the purchase, without prejudice to the provisions of art. 3.5 and 9.1.
- 3.4 Once the process reported in art. 3.1, the Customer will obtain the chosen Shopping Voucher in different ways depending on whether he is using the Portal – desktop version or the Application.

RECEIPT OF SHOPPING VOUCHERS VIA DESKTOP PORTAL. The Client or the Beneficiary (respectively within 3 days from the submission of the BS Order or, in the case of the Beneficiary, the day chosen by the Client when filling in the form referred to in point 4) of art. 3.1) will receive an additional email ("**Confirmation e-mail Shopping Voucher**") containing a link to a special desktop page where a code and a PIN are reported, together with instructions for downloading the Shopping Voucher ("**PIN Download**") on Amilon's desktop site ("**Download Site**"). If the Customer is registered, the Customer will view the Shopping Voucher(s) purchased directly within the Account, where they can download them; to this end, you must (i) choose the one you intend to download, (ii) click on "download" and, therefore, (iii) obtain the Shopping Voucher in html page format by clicking on "view" or in pdf format by clicking on "download". If the Customer has accessed the Portal in "guest" mode, after completing the purchase, he/she will view a confirmation page where he/she can download (or request the sending by e-mail of) the Download PIN; the same will in any case always be available within the Guest Profile. The Client acknowledges and accepts that:

- **the Download PIN has a specific duration** indicated on the relevant desktop page provided to the Customer;
- **after this period of validity, it will no longer be possible to download the Shopping Voucher from the Download Site.**

RECEIPT OF SHOPPING VOUCHERS VIA APPLICATION. With the BS Order, the Customer directly obtains the Shopping Voucher, specifically the barcode/QR code of the Shopping Voucher, which he can show at the Merchant.

- 3.5 The Client acknowledges that Amilon will process the BS Order only after receiving payment of the amount due, consisting of the nominal value of the selected Shopping Voucher(s). In this regard, the Customer also acknowledges that the price of the Shopping Voucher is represented by their nominal value, expressed in the reference currency, and is understood to include VAT, where due pursuant to the rules set out in Presidential Decree 633/1972 on the so-called "Vouchers". "vouchers-consideration". There are no other costs to be borne by the Client (e.g. service fee or shipping costs).
- 3.6 As clarified in the Registration and Use T&Cs (art. 6.1), the Customer can use the services of the Portal – and therefore purchase Shopping Vouchers – only if he or she is of age and if he or she is a consumer.

4. RIGHT OF WITHDRAWAL IN RELATION TO THE PURCHASE OF SHOPPING VOUCHERS

- 4.1 **The Customer acknowledges that he can exercise the right of withdrawal (so-called "Withdrawal Rights"). "right of reconsideration" within the 14 days of the law) only before having accessed the Shopping Voucher, by downloading it on the Download Site or obtaining it on the Application.** This is because from that moment on, it has a digital code that can be used immediately (i.e., directly spendable at the Merchant). This digital code is a legitimation document issued by a third party and accepted by the latter in the event of presentation by the Customer (or the Beneficiary); therefore, Amilon has no guarantee that it has not already been used (or that it will not be) nor can it decide to proceed with returns/cancellations relating to the same.
- 4.2 To exercise his right to change his mind, the Client is required to inform Amilon of his decision by means of an explicit statement, e.g. by letter sent by post or certified e-mail or by using the form available in the FAQ available on the Portal, which provides precise information on the issue of withdrawal (and in general refunds, cancellations, etc.) as well as through the appropriate function of the Application (e.g. "cancel" button), if provided.



4.3 If the Customer withdraws from the contract, the value referred to in the ideaShopping will be refunded to him and, in the case of payment by credit card, he will also be refunded the amount paid using the same payment method used for the transaction and the Download PIN will be cancelled. No cost will be charged to the Customer.

5. HOW TO PURCHASE IDEASHOPPING, CONCLUSION OF THE CONTRACT AND ACKNOWLEDGMENT OF THE CUSTOMER

- 5.1 To purchase a Shopping idea - an operation that can only be carried out through the desktop version of the Portal - the Customer must:
1. choose from the various types of ideaShopping available, as better indicated in art. 7.3 of the Registration and Use T&Cs, and related quantities and denominations; in making this choice, the User is required to carefully check which Shopping Vouchers can be purchased thanks to a specific Shopping idea;
 2. proceed with the payment of the price using their credit card or other payment instrument that may be introduced on the Portal;
 3. declare that he/she has read and accepts the Conditions of Sale, by ticking the appropriate box;
 4. click on "Order" to submit the purchase order ("**iS Order**").
- 5.2 Amilon accepts the payment instruments indicated on the Portal, as well as any additional ones that may be introduced, which the Client can view and select in the phase indicated in art. 5.1, no. 2.
- 5.3 By sending the iS Order, the contract between the Parties is deemed to have been concluded and the Customer will receive an e-mail confirming the purchase containing the Shopping idea(s) purchased ("**iS Confirmation E-mail**").
- 5.4 The Customer acknowledges that Amilon will process the iS Order only after receiving payment of the amount due, consisting of the nominal value of the selected Shopping idea(s). In this regard, the Customer acknowledges that the price of the ideaShopping is represented by their nominal value, expressed in €, to which VAT is not applied, in line with the rules set out in Presidential Decree 633/1972 on the so-called "S.p.A. "vouchers-consideration". There are no other costs to be borne by the Client (e.g. service fee or shipping costs).
- 5.5 The description of the Shopping idea and its usability is described in the Registration and Use T&Cs. In particular, as illustrated therein, (i) **the ideaShopping has a duration specified in the relevant digital voucher**, and can be consulted in the Account or Guest Profile as well as in the "WALLET" functionality of the Application and (ii) **after this period of validity the ideaShopping will no longer be usable or refundable**.
- 5.6 As clarified in the Registration and Use T&Cs (art. 6.1), the Customer can use the services of the Portal – and therefore purchase the ideaShopping – only if he is of age and if he is a consumer.

6. RIGHT OF WITHDRAWAL IN RELATION TO THE PURCHASE OF IDEASHOPPING

- 6.1 The Customer has the right to withdraw from the contract of sale of ideaShopping, without any penalty and without specifying the reason (so-called "IdeaShopping"). "right of reconsideration"), within 14 days from the date of purchase of the ideaShopping (i.e. from the day of submission of the IS Order).
- 6.2 To exercise his right to change his mind, the Client is required to inform Amilon of his decision by means of an explicit statement, e.g. by letter sent by post or certified e-mail or by using the appropriate form available in the FAQ available on the Portal, which provides precise information on the issue of withdrawal (and in general refunds, cancellations, etc.).
- 6.3 To comply with the above deadline, it is sufficient for the Client to send the aforementioned declaration before the expiry of said deadline.
- 6.4 If the Customer withdraws from the contract, the amount paid using the same means of payment used for the transaction will be refunded and the Shopping idea in question will be cancelled. No cost will be charged to the Customer.
- 6.5 It should be noted, as clarified in the aforementioned FAQs, that it is possible to cancel a Shopping idea only if it has been purchased from Amilon (i.e. on the Portal), in compliance with the provisions above. On the other hand, it is not possible to ask Amilon to cancel ideaShopping obtained from third parties, for example purchased on other portals or received as part of corporate welfare plans or reward initiatives of others.



7. **AMILON'S OBLIGATIONS AND RESPONSIBILITIES**

- 7.1 Amilon is committed to enabling
- i. the purchase of Shopping Vouchers or ideaShopping as described, respectively, in art. 3 and in art. 5;
 - ii. the download of the Shopping Vouchers; with regard to purchases made on the Desktop Version Portal, it will allow the same to be obtained on the Download Site;
 - iii. the use of ideaShopping, as governed by the Registration and Use T&Cs.
- 7.2 The Customer acknowledges that the requested Shopping Voucher may not be available for a short period of time (in the download/obtaining phase), given that the Portal (also in the Application version), as well as the Download Site, can be visited by several users at the same time who could simultaneously send a BS Order / attempt to download the same Shopping Voucher. In this case, the Customer or the Beneficiary may enter their e-mail address so that Amilon informs them as soon as the Shopping Voucher is available again (or, alternatively, propose replacement Shopping Vouchers), without prejudice to the Customer's right to terminate the contract and request the return of the value spent (reactivation of the used Shopping idea and, in the case of payment by credit card, reimbursement of the amount paid), without prejudice to the right to compensation for any damage suffered.
- 7.3 Amilon assumes no responsibility for inefficiencies attributable to force majeure or fortuitous circumstances, even if dependent on malfunctions and inefficiencies of the internet network.

8. **OBLIGATIONS OF THE CUSTOMER AND FURTHER ACKNOWLEDGMENT BY THE LATTER**

- 8.1 The Customer undertakes to use the sales service provided by Amilon in accordance with the provisions of the Conditions of Sale and in full compliance with all applicable laws and regulations, thus refraining from any unlawful conduct or in any case detrimental to Amilon or third parties (by way of example, carrying out actions that may compromise the security of the systems and/or equipment of Amilon and/or third parties, provide third-party data *sine titulo*, improperly use other people's credit cards to make the purchase, resell the Shopping Vouchers).
- 8.2 If the Customer decides to make the Shopping Voucher available to a Beneficiary, the Customer:
- **guarantees that he/she is entitled to provide Amilon with his/her personal data and undertakes to indemnify Amilon from any dispute or claim by such Beneficiary in relation to the processing of his/her data carried out by Amilon itself;**
 - make available to the Beneficiary both these Terms of Sale and Amilon's privacy policy (available here: <https://idea-shopping.com//Privacy>); in any case, this legal documentation will be available through the Voucher Confirmation E-mail.
- 8.3 **The Customer, as well as the Beneficiary, is required to keep the Voucher Confirmation E-mail or the IS Confirmation E-mail – as they contain respectively (i) the tools that allow the download of the Shopping Voucher purchased and (ii) the ideaShopping object of purchase – with the utmost diligence and to keep the PIN Download (and, once obtained, the Shopping Voucher) or the ideaShopping confidential in order to prevent use by unauthorised third parties, minimizing the risks of disclosure, tampering, theft, duplication, interception of the same. The Customer therefore acknowledges that Amilon, from the moment of receipt of the Voucher Confirmation E-mail and the delivery of the Shopping Voucher, as well as the receipt of the IS Confirmation E-mail, cannot be held responsible for the theft, loss, improper use of the Download PIN, the Shopping Voucher or the Shopping idea and that, consequently, in the event of such cases, Amilon does not provide replacement Download PINs / Shopping Vouchers / ideaShopping nor does it refund any consideration (even by providing other ideaShopping).**
- 8.4 As indicated in the Registration and Use T&Cs, the Customer acknowledges that **the characteristics of the Shopping Vouchers and the related conditions of use are decided by the relevant Merchants** and thus transmitted by the latter to Amilon, which merely publishes them on the Portal to make them available to the Customers, by virtue of the agreements with the Merchants themselves, who assume all responsibility in this regard. Therefore, considering that the Shopping Voucher is a title of legitimacy to obtain a **service rendered by the Merchant who issues it, Amilon cannot be held responsible for any discrepancies or non-conformities of the aforementioned characteristics and/or conditions of use.**
- 8.5 The Customer also acknowledges that – again in consideration of the nature of the Shopping Voucher, as a title of legitimacy to obtain services rendered by third parties, i.e. the Merchants – **Amilon is released from any obligation towards it with the delivery of the Shopping Voucher, as it cannot be held responsible, from that moment, for facts attributable exclusively to the Merchant**, such as, by way of example, the non-spendability of the Shopping Voucher due



to blocking of the systems used at the Merchant's stores (e.g. due to data breach or malfunctions), failure or cessation of the Merchant's activity or the sale of non-compliant products/services.

9. CUSTOMER'S LIABILITY AND INDEMNITY, AMILON'S FORMS OF PROTECTION

- 9.1 In the event of violation of the provisions of art. 8.1, 8.2 and 8.3, the Client shall remain solely responsible, **with express indemnification against Amilon in relation to any claim made by a third party due to such violation**. It is understood that in such a case Amilon may take, at its own discretion and without prior notice, any action it deems necessary to protect its interests, including the cancellation of an IS Order / BS Order, without prejudice to any remedy provided by law, including the right to terminate the contract pursuant to art. 1456 of the Italian Civil Code (by simple written communication to the User) and/or to request compensation for the damage suffered.

10. PRIVACY

- 10.1 Amilon processes the Customer's personal data as data controller in compliance with privacy legislation, including the GDPR and Legislative Decree no. 196/2003 as amended, and in accordance with the provisions of the privacy policy provided during registration or access in "guest" mode (and available in the footer of the Portal desktop version and in the dedicated section of the Application).

11. APPLICABLE LAW AND JURISDICTION

- 11.1 The contract between the Parties is governed by and must be interpreted in accordance with Italian law, without prejudice to the applicability of the mandatory provisions of the legislation of the country in which the Customer, as a consumer, has his residence.
- 11.2 In the event of disputes between the Parties, the Client has the right to access the European Online Dispute Resolution platform, developed and managed by the European Commission, in compliance with Directive 2013/11/EU and Regulation (EU) 2013/524, in order to facilitate the out-of-court settlement of disputes concerning contractual obligations arising from online sales or service contracts between a consumer residing in the European Union and a professional established in the European Union European through the intervention of an ADR ("alternative dispute resolution") entity that has adhered to it, which can be selected from a special list available therein. For more information on this platform or to initiate, through it, an alternative resolution procedure for a dispute relating to the contract, the Customer can access the following link: <http://ec.europa.eu/odr> (the certified e-mail address of Amilon to be indicated is specified in art. 2.1, lit. b).
- 11.3 For all disputes relating to the contract between the Parties, the Client may bring an action before the court of the place of residence or domicile.

12. PROVISION OF LEGAL DOCUMENTATION

- 12.1 The Terms of Sale can always be consulted through the footer of the Portal in the desktop version and in the dedicated section of the Application, as well as being made available to the Customer during the completion of the BS Order / IS Order.
- 12.2 This document is drawn up in all the languages in which the Portal is available.