

## GENERAL CONDITIONS OF SALE

### **1. OBJECT**

- 1.1. These general terms and conditions govern the sale of Gift Cards and ideaShopping on the Portal ("**Conditions of Sale**").
- 1.2. The registration and access to the Portal, as well as the use of its services, is governed by the specific general conditions of contract of the Portal available at URL <https://idea-shopping.com/pdf/it-IT/general-conditions.pdf> ("**Portal T&C**").

### **2. DEFINITIONS**

- 2.1. In addition to the definitions above and hereafter in the T&C, the following terms, 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 05921090964, with registered office in via Battaglia n. 12, 20127 - Milan, PEC [amministrazione@pec.amilon.it](mailto:amministrazione@pec.amilon.it), (further information can be found in the footer of the Portal), which sells Gift Cards and ideaShopping on the Portal;
  - c) "**Beneficiary**": the natural person in whose favor the Customer intends to make available the Gift Card / ideaShopping purchased; the Customer can in fact indicate, during the purchase phase, a third party to whom to send the Gift Card / ideaShopping on a certain date and possibly with a personal message;
  - d) "**Customer**": the natural person who purchases the Gift Card(s) of interest on the Portal after registration or access in "guest" mode.
  - e) "**Gift Card**": document issued by subjects offering goods / **services to the public ("Merchant")** in which is incorporated, on the one hand, the right of the holder to obtain from the Merchant (or from affiliated parties or franchisees belonging to the Merchant's network) goods or services within the limit of the nominal value indicated on the document itself and under the conditions of use indicated therein, on the other hand, the corresponding obligation of the Merchant (or of the subjects indicated above) to accept it instead of money for the purchase of such goods or services at their points of sale;
  - f) "**ideaShopping**": the voucher issued by Amilon – identified by a specific code ("shopping code") and with a certain nominal value in € – which can be spent on the Portal exclusively for the purchase of certain Gift Cards, as better described in the Portal T&Cs;
  - g) "**Parties**": Amilon and User jointly;
  - h) "**Portal**": the Amilon [www.idea-shopping.com](http://www.idea-shopping.com) [e-commerce portal](#) where the User can purchase Gift Cards from Amilon by spending the ideaShopping, as well as buy ideaShopping, as specified in the T&C Portal;
  - i) "**Guest Profile**": the reserved area of the unregistered Customer who authenticates to the Portal in "guest" mode, as indicated in the Portal T&Cs;
  - j) "**Wallet**": area of the Account where the Customer's ideaShopping (i.e. the Codes and related nominal values) and the uses of the same are registered.

### **3. METHOD OF PURCHASE OF GIFT CARDS, CONCLUSION OF THE CONTRACT AND ACKNOWLEDGMENT OF THE CUSTOMER**

- 3.1. To purchase Gift Cards, the Customer must:
  - 1) authenticate on the Portal using the credentials created during registration or access in "guest" mode, as indicated in the Portal T&C;
  - 2) carefully check the conditions of use of the Gift Card of interest established by the reference Merchant (which clarify the validity period, points of sale where it can be spent, any excluded products / services, etc.);
  - 3) choose quantity and cut;
  - 4) indicate if the Gift Card is for itself or for a Beneficiary and, in the latter case, enter the required data in the appropriate form;
  - 5) use the value of the ideaShopping uploaded to the Wallet or Guest Profile for payment; if this value is not sufficient, the Customer, if registered on the Portal, can pay the difference due using his credit card pursuant to art. 3.2;
  - 6) declare that you have read and accept the Conditions of Sale, by ticking the appropriate box;
  - 7) click on "Order" to send the purchase order ("**GC Order**").
- 3.2. Amilon accepts the cards of the Visa, MasterCard and Maestro circuits, as well as the additional payment instruments that may be introduced on the Portal and that the Customer can view and select in the phase indicated in art. 3.1(5).
- 3.3. By sending the GC Order, the contract between the Parties is concluded and the Customer will receive an e-mail confirming the purchase, without prejudice to the provisions of Articles. 3.5 and 9.1.

- 3.4. The Customer or the Beneficiary (respectively within 3 days from the submission of the GC Order or, as regards the Beneficiary, the day chosen by the Customer when filling out the form referred to in point 4) of art. 3.1) will receive an additional e-mail ("**Gift Card Confirmation E-mail**") containing a link to a special web page containing a code and a PIN, together with instructions for downloading the Gift Card ("**PIN Download**") on the appropriate Amilon website ("**Download Site**").
- 3.5. If the Customer is registered, the same will view directly within the Account the Gift Card (s) purchased, where he can download it; to this end, you must (i) choose the one you wish to download, (ii) click on "download" and, therefore, (iii) obtain the Gift Card in html page format by clicking on "view" or in pdf format by clicking on "download".
- 3.6. If the Customer has logged in to the Portal in "guest" mode, after completing the purchase, he will see a confirmation page where he can download (or request sending by e-mail) the Download PIN; the same will always be available within the Guest Profile.
- 3.7. The Customer acknowledges that Amilon will process the GC Order only after receiving payment of the amount due, consisting of the nominal value of the selected Gift Card(s). In this regard, the Customer acknowledges that the price of the Gift Cards is represented by their nominal value, expressed in €, and is inclusive of VAT, where due pursuant to the rules referred to in Presidential Decree 633/1972 on the cd. "vouchers-consideration". There are no other costs charged to the Customer (e.g. service fee or shipping costs).
- 3.8. The Customer acknowledges and accepts that:
- **the Download PIN has a specific duration** shown on the relevant web page provided to the Customer;
  - **once this period of validity has elapsed, the download of the Gift Card from the Download Site will no longer be possible.**
- 3.9. As clarified in the Portal T&C (art. 3.3), the Customer can use the services of the Portal – and therefore purchase the Gift Cards – only if he is of legal age and if he or she is a consumer.

#### **4. RIGHT OF WITHDRAWAL REGARDING THE PURCHASE OF GIFT CARDS**

- 4.1. The Customer has the right to withdraw from the contract of sale of the Gift Cards, without any penalty and without specifying the reason (so-called Gift Card. "right to reconsider"), within 14 days from the date of purchase of the Gift Card (i.e. from the day of submission of the GC Order), **as long as the Gift Card has not been downloaded through the Download PIN or through a specific function within the Account pursuant to art. 3.5.**
- 4.2. **The Customer acknowledges that he will not be able to exercise the right of reconsideration in the event that he has already made the aforementioned download,** as from that moment he has a digital code immediately usable (that is, directly expendable at the Merchant). This digital code is a legitimation certificate issued by a third party and accepted by the latter in case of exhibition of the Customer (or the Beneficiary); therefore Amilon has no guarantee that the same has not already been used (or that it will not be) nor can it decide to proceed with returns / cancellations in relation to the same.
- 4.3. To exercise his right of reconsideration, the Customer is required to inform Amilon of his decision through an explicit declaration, e.g. by letter sent by post, PEC or using the appropriate form available in the FAQs on the Portal, where precise indications on the subject of withdrawal (and in general refunds, cancellations, etc.) are given.
- 4.4. To comply with the aforementioned deadline, it is sufficient for the Customer to send the aforementioned declaration before the expiry of said period.
- 4.5. If the Customer withdraws from the contract, the value referred to in ideaShopping will be recharged in the Wallet / Guest Profile and, in case of payment by credit card, he will also be refunded the amount paid using the same means of payment used for the transaction and the Download PIN will be canceled. No costs will be charged to the Customer.

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

- 5.1. To purchase an ideaShopping, the Customer must:
1. choose from the various types of ideaShopping available, as better indicated in art. 8.2 of the T&C Portal, and related quantity and cut; in making this choice, the User is required to carefully check which Gift Cards can be purchased thanks to a specific ideaShopping;
  2. indicate if the chosen Shopping idea is for itself or for a Beneficiary and, in the latter case, enter the required data in the appropriate form;
  3. proceed with the payment of the price using your credit card pursuant to art. 5.2
  4. declare that you have read and accept the Conditions of Sale, by ticking the appropriate box;
  5. click on "Order" to send the purchase order ("**ISI Order**").
- 5.2. Amilon accepts the cards of the Visa, MasterCard and Maestro circuits, as well as the additional payment instruments that may be introduced on the Portal and that the Customer can view and select in the phase indicated in art. 5.1, n. 3.

- 5.3. By sending the IS Order, the contract between the Parties is concluded and the Customer will receive an e-mail confirming the purchase containing the ideaShopping object of purchase ("**IS Confirmation E-mail**").
- 5.4. The Customer acknowledges that Amilon will process the Order only after receiving payment of the amount due, consisting of the nominal value of the selected ideaShopping (s). In this regard, the Customer acknowledges that the price of ideaShopping is represented by their nominal value, expressed in €, to which VAT is not applied, in line with the rules referred to in Presidential Decree 633/1972 on the cd. "vouchers-consideration". There are no other costs charged to the Customer (e.g. service fee or shipping costs).
- 5.5. The description of ideaShopping and its usability is described in the T&C Portal. In particular, as illustrated therein, (i) the ideaShopping has a **duration of 6 months from its issue, specified in the relative digital voucher and in the Account or Guest Profile and (ii)** after this validity period the ideaShopping will no longer be expendable.
- 5.6. As clarified in the Portal T&C (art. 3.3), the Customer can use the services of the Portal – and therefore purchase ideaShopping – only if he is of age and if he is a consumer.

## **6. RIGHT OF WITHDRAWAL REGARDING 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 (cd. "right of reconsideration"), within 14 days from the date of purchase of ideaShopping (ie from the day of submission of the IS Order).
- 6.2. To exercise his right of reconsideration, the Customer is required to inform Amilon of his decision through an explicit declaration, e.g. by letter sent by post, PEC or using the appropriate form available in the FAQs on the Portal, where precise indications on the subject of withdrawal (and in general refunds, cancellations, etc.) are given.
- 6.3. To comply with the aforementioned deadline, it is sufficient for the Customer to send the aforementioned declaration before the expiry of said period.
- 6.4. If the Customer withdraws from the contract, he will be refunded the amount paid using the same means of payment used for the transaction and the ideaShopping in question will be canceled. No costs will be charged to the Customer.
- 6.5. It should be noted, as clarified in the aforementioned FAQs, that it is possible to cancel an ideaShopping only if it was purchased from Amilon (i.e. on the Portal), in compliance with the provisions above. It is not possible, instead, to ask Amilon to cancel ideaShopping obtained from third parties, for example purchased on other portals or received as part of company welfare plans or other third-party reward initiatives

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

- 7.1. Amilon is committed to
- I. allow the purchase of Gift Card or ideaShopping as described, respectively, in art. 3 and in art. 5;
  - II. allow the download of the Gift Card on the Download Site, guaranteeing the necessary assistance through a dedicated channel available therein;
  - III. allow the use of ideaShopping, as governed by the T&C Portal.
- 7.2. The Customer acknowledges that the requested Gift Card may not be available for a short period of time (during download), given that the Portal, as well as the Download Site, can be visited by several users at the same time who could simultaneously send a GC Order / attempt to download the same Gift Card. In this case, the Customer or the Beneficiary may enter their e-mail address so that Amilon informs them as soon as the Gift Card is available again (or, alternatively, propose replacement Gift Cards), without prejudice to the Customer's right to terminate the contract pursuant to art. 1456 c.c. and request the return of the value spent (reactivation of the used ideaShopping and, in case of payment by credit card, refund of the amount paid), without prejudice to the right to compensation for any damage suffered.
- 7.3. Amilon assumes no responsibility for disruptions due to force majeure or unforeseeable circumstances, even if dependent on malfunctions and disruptions of the Internet.

## **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 illegal conduct or otherwise detrimental to Amilon or third parties (by way of example, perform actions that may compromise the security of Amilon's systems and/or equipment and/or third parties, provide third party data *sine titulo*, improperly use credit cards of others to make the purchase, resell Gift Cards).
- 8.2. If the Customer **decides to make the Gift Card or ideaShopping purchased available to a Beneficiary, he/she shall:**
- **guarantees to be entitled to provide Amilon with the personal data of the latter and undertakes to indemnify Amilon from any dispute or claim by such Beneficiary in relation to the processing of his data carried out by Amilon itself;**

- make available to the Beneficiary both these Conditions of Sale and Amilon's privacy policy (available here: <https://idea-shopping.com//Privacy>); in any case, such legal documentation will be provided by Amilon in the Confirmation Gift Card E-mail and in the IS Confirmation E-mail.

8.3 **The Customer, as well as the Beneficiary, is required to keep the GC Confirmation E-mail or the IS Confirmation E-mail – as they contain respectively (i) the tools that allow the download of the purchased Gift Card and (ii) the ideaShopping object of purchase – with the utmost diligence and to keep the Download PIN (and, once obtained, the Gift Card) or ideaShopping confidential in order to prevent use by unauthorized 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 GC Confirmation E-mail and delivery of the Gift Card, as well as receipt of the IS Confirmation E-mail, cannot be held responsible for the theft, loss, improper use of the Download PIN, the Gift Card or the ideaShopping and that, consequently, to the occurrence of such hypotheses, Amilon does not provide replacement Download / Gift Card / ideaShopping PIN or refund any fees (including by providing ideaShopping).**

8.4 As indicated in the Portal T&Cs, the Customer acknowledges that **the characteristics of the Gift Cards and the related conditions of use are decided by the reference Merchants** and thus transmitted by the latter to Amilon, which limits itself to publishing them on the Portal to make them available to Customers, by virtue of the agreements with the Merchants themselves, who assume all responsibility in this regard. Therefore, considering that the Gift Card is a title of entitlement 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 Gift Card, as a title of entitlement to obtain services rendered by third parties, i.e. the Merchants – **Amilon is released from any obligation towards it with the delivery of the Gift Card, as it cannot be held responsible for facts attributable exclusively to the Merchant**, such as, by way of example, the non-usability of the Gift Card due to blocking the systems used at the Merchant's stores (e.g. due to data breaches or malfunctions), due to bankruptcy or cessation of the Merchant's activity or for the sale of non-compliant products/services.

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

9.1 In case of violation of the provisions of Articles. 6.1, 6.2 and 6.3, the Customer will remain solely responsible, **with express indemnity against Amilon in relation to any claim made by third parties due to such breach.** It is understood that in this case Amilon may take, at its discretion and without prior notice, any action it deems necessary to protect its interests, including the cancellation of an IS / GC Order, without prejudice to any remedy provided by law, including the right to terminate the contract pursuant to art. 1456 c.c. (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 d. lgs. 196/2003 ss.mm.ii, and in accordance with what is indicated in the privacy policy provided during registration or access in "guest" mode (and available in the footer of the Portal).

## 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 rules 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 Customer 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 resolution 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 Union. European through the intervention of an ADR ("alternative dispute resolution") entity that has adhered to it, selectable from a special list available therein. For more information on this platform or to initiate, through it, an alternative dispute resolution procedure 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. 2.1Latvian. b).

11.3 For all disputes relating to the contract between the Parties, the Customer may take action before the judge of the place of residence or domicile.

## 12. **PROVISION OF LEGAL DOCUMENTATION**

12.1 The Conditions of Sale can always be consulted through the footer of the Site, as well as being made available to the Customer during the completion of the GC Order / IS Order.

12.2 This document is written in Italian and English.