BESTSELER Gift Cards powered by fashioncheque - General Terms and Conditions for Cardholders in the United States

The following terms and conditions ("Terms and Conditions") apply to the use of the BESTSELLER gift card ('Gift Card(s)").

- 1. The Gift Card is issued and operated by fashioncheque USA LLC ("fashioncheque"), a wholly owned subsidiary of fashioncheque holding B.V., Kruisweg 801-C, 2132 NG Hoofddorp / The Netherlands, jointly with the retailer that sells and accepts the Gift Card at the Point of Sale, Group eStore Inc.("BESTSELLER").
- 2. The Gift Cards are "closed loop", meaning that the Gift Card holder can only use the Gift Card, up to the available balance remaining on the Gift Card, to make purchases of goods and/or services at BESTSELLER retail stores and at BESTSELLER online ecommerce sites. The available balance on the Gift card is shown in the balance checker in the mobile app or on the BESTSELLER website. The Gift Card has no expiration date and no fees.
- 3. Except as required by law, the Gift Card cannot be redeemed for cash. Gift Cards used for purchases in one of the following states may be redeemed for cash on request when the balance remaining on the Gift Card is at or below:

California: \$9.99Massachusetts: \$5.00

· Connecticut, New Jersey, New York, \$4.99

• Rhode Island and Vermont: \$0.99 .

- 4. The Gift Cards are not personal and are therefore transferable.
- 5. The Gift Cards cannot be reloaded, whether with cash or by credit.
- 6. The issuer assumes no liability for any loss, theft, damage, illegibility or unauthorised use of the Gift Cards, insofar as such is not caused by the issuer, other than where it arises as a result of the issuer's fraud or where such loss cannot otherwise be excluded at law. The Gift Cards cannot be blocked.
- 7. The maximum amount on a Gift Card is \$500. A person may only purchase up to a total of \$10,000 in Gift Cards in a single calendar day.
- 8. Any possession or removal of a Gift Card from a retailer offering the Gift Card for sale before proper purchase and activation constitutes possession of an unauthorized access device which (i) violates applicable laws and is prohibited by these Terms and Conditions, and (ii) may result in us canceling the Gift Card, invalidating any transactions purchased with the Gift Card, and retaining any funds associated with the Gift Card.
- 9. Gift Cards purchased and activated in the United States can also be redeemed in BESTSELLER stores located in other countries where BESTSELLERS are located.
- 10. Gift Cards may not be used to purchase other gift cards.
- 11. Gift Cards may be deactivated or rejected if fraud or theft is suspected (in the issuer's sole reasonable discretion).