

Terms and conditions for the distribution of Akropolis gift cards

1. The following terms and conditions apply from 15 April 2021.
2. This document sets out the terms and conditions of the gift cards distributed by Akropolis shopping centres (operating at the addresses: Vilnius, Ozo St 25; Kaunas, Karaliaus Mindaugo Ave 49; Klaipėda, Taikos Ave 61; and Šiauliai, Aido St 8) (hereinafter – **Card**).
3. OZO TURTAS, UAB, KAUNO AUDINIŲ PROJEKTAS, UAB, TAIKOS TURTAS, UAB, and AIDO TURTAS, UAB (hereinafter referred to together as the **Distributors**, and separately as the **Distributor**) carry out the Card distribution programme whereas AKROPOLIS GROUP, UAB, (hereinafter referred to as the **Administrator**) coordinates the Card distribution programme in the course of which natural and legal persons (hereinafter referred to as the **Buyers**) can make a prepayment and receive a Card confirming that payment, which can then be used to for purchases in shops in the Akropolis shopping centres that are marked with a special sign or information (hereinafter referred to as **Partners**), to receive other services or perform related functions (hereinafter referred to as the **Card Distribution Programme**).
4. UAB Gera dovana (hereinafter referred to as **Gera dovana**) administers the Card Distribution Programme implemented by the Distributors in accordance with the agreement concluded with the Distributors: organizes the Card distribution, as well as the provision of Card distribution-related services to persons who own the Card (hereinafter referred to as **Cardholders**), facilitates settlements related to the Card Distribution Programme. Gera dovana acts on behalf of the Distributors.
5. By purchasing the Card, the Buyer agrees with these terms and conditions of use of the Card. The Buyer, having had purchased the Card and later handed over that Card to another person, undertakes to inform that other person (the future Cardholder) about these terms and conditions of Card distribution.
6. The Cards are sold to the Buyers and the services related to the distribution of the Cards are provided to the Cardholders by a company that has a customer service point for this activity (hereinafter referred to as the **Card Distribution Point**) and operates under an agreement concluded with the Distributor and Gera dovana (hereinafter referred to as the **Card seller**). The Card Seller acts on behalf of the Distributors.
7. A reusable Gift Card (hereinafter referred to as the **Card**) is a special card, form or other durable medium with the Card information which confirms that the Buyer has made a prepayment and entitles the Cardholder to purchase the goods or services offered by the Partner. The card is of multiple use, i.e. the amount of money it has can be spent several times to pay different Partners.
8. Information to be indicated and / or stored on the Card: name of the Card, identification numbers (in digits, graphic codes), other information required for the use of the Card for its intended purpose.
9. The following information may be indicated and / or stored on the Card: value of the card (denomination), the dates of Card activation start and expiry. If this information is not indicated on the Card, it can be found free of charge at the Card distribution point or by scanning the QR code of the Card on your smartphone.
10. The Card start of validity date is the date of the Card purchase.
11. The Card can be purchased online at www.geradovana.lt and at Card distribution points. Information on Card distribution points is available on the website www.akropolis.lt.

12. Electronic gift card is a Gift card purchased online and delivered by e-mail that contains all the functions of a Reusable Gift Card, i.e. the electronic gift card is of multiple use and the amount of money in it can be spent several times to pay different Partners.
13. Self-service is available on the websites www.geradovana.lt/dovanos-galiojimo-tikrinimas and <https://www.akropolis.lt/lt/vilnius/dovanu-kortele>, where the Cardholder, having entered the necessary identification data (number and / or barcode), can check the balance and validity of the Card.
14. QR code of the Card is a two-dimensional barcode of black dots on a white background on the Card which allows seeing the balance on the Card and its validity when pointed at by your smartphone with a special app (QR Code Reader can be downloaded for free) to scan the QR code of the Card.
15. The newly acquired Card is valid for 6 (six) months from the date of purchase. In exceptional cases (during promotions, etc.) Cards of a different validity periods may be issued.
16. Cards are sold / issued in the denominations of an optional value, the amount of which can be chosen by the Buyer to the nearest € 0.01, from a minimum of € 10 to a maximum of € 150. In exceptional cases (during promotions, etc.), Cards of other non-standard denominations may be issued.
17. The Card to be purchased and the additional services of the Cards may be paid for in cash by making a prepayment by bank transfer (if the payment by bank transfer is available at the Card Distribution Point) or by other methods used at the Card Distribution Point. The methods of payment for the Cards and additional services of the Cards at the card distribution points may not coincide with the existing methods of payment for other goods or services (for example, payments by a bank card may not be accepted for the Cards, etc.)
18. When purchasing a Gift Card online, an additional fee of € 0.89 is applied for each shopping cart for a secure and GDPR-compliant e-document, i.e. its creation, storing and sending.
19. Procedure for issuing purchase documents is as follows:
 - 19.1. VAT invoice is not issued for gift card purchases under the applicable legal framework. At the Buyer's request, the gift card point of sale (Akropolis Information Centre, Gera dovana point of sale or online shop) may issue an invoice of a specified form which formalizes the transfer of gift cards; such an invoice may be issued to the Buyer and submitted electronically only, by sending it to the email address specified by the Buyer;
 - 19.2. if the Buyer is willing to receive a VAT invoice for goods and services related to the distribution of Cards, the documents may be submitted electronically only, by sending them to the email address specified by the Buyer;
 - 19.3. no other information is sent to the email address provided by the Buyer unless the Buyer is on the newsletter subscriber list of Distributor or Gera dovana;
 - 19.4. the invoices indicate the name of the Cards to be purchased, their number and amount; the VAT invoices indicate the selected goods, their number, discounts granted, the final price of the goods, including all taxes, and other data required by accounting legislation.
20. The Cardholder may use the following **additional services of the Cards**:
 - 20.1. **Card validity extension. The service is provided as follows:**
 - 20.1.1. the validity period can be extended for a Card that is not yet used or not fully used, but no more than 12 (twelve) months should have passed since its sale;
 - 20.1.2. the Card may be extended for an additional term of up to 6 (six) months (from the date of extension), but not longer than 12 (twelve) months from the date of sale of the Card;
 - 20.1.3. the Cardholder is charged € 1.45 for each extension of the Card;
 - 20.1.4. the Card is not withdrawn from the Cardholder for extending the validity of the Card. The unused balance of the Card is extended only;

- 20.1.5. the unused balance of the Card is lost after 12 (twelve) months following the purchase of the Card, the Card is cancelled and can no longer be used.
- 20.2. **Replacement of the Card** when the Card is damaged, but it is possible to identify it, or it is simply at the request of the Cardholder. The service is provided as follows:
- 20.2.1. the service is provided upon presentation of a valid, not yet used Card;
 - 20.2.2. the Cardholder is charged a fee of € 1.45 for each replacement of the Card;
 - 20.2.3. the Card is taken away from the Cardholder for replacement (its validity is permanently suspended) and a new Card is issued instead;
 - 20.2.4. the validity of the new Card and the nominal amount (value) remain unchanged;
 - 20.2.5. the replacement of the Card may result in a change in the identification numbers and the type of the Card.
- 20.3. **Replacement of an electronic gift card with a Card.** The service is provided as follows:
- 20.3.1. the service is provided to a still valid, unused electronic gift card. An invalid electronic gift card may be extended using the Card distribution related service Card Validity Extension (if the conditions specified in point 20.1 of these terms and conditions apply);
 - 20.3.2. the validity remains unchanged when replacing the electronic gift card with the Card;
 - 20.3.3. replacement of the electronic gift card with the Card is free of charge;
 - 20.3.4. the electronic gift card can be replaced with a new Card only;
 - 20.3.5. the electronic gift card becomes invalid once it is replaced with the Card;
 - 20.3.6. after the procedure, the hard copy of the electronic gift card provided by the customer is not returned to the customer.
- 20.4. **Provision of information on the Card:** the Cardholder may present the available Card / relevant information about the Card at the Card Distribution Point, Self-Service and receive information about the validity of the Card, unused balance, etc. The service is provided as follows:
- 20.4.1. the service is provided when the Card is valid and it is possible to identify it (the Card is not damaged, it is possible to scan / read the identification numbers of the Card);
 - 20.4.2. the information is provided free of charge;
 - 20.4.3. upon providing the information, the Card is returned to the Cardholder, unless there is a suspicion that the Card has been used for a criminal offense or in violation of these terms and conditions.
21. The Card is non-refundable and cannot be exchanged for cash.
22. The Card cannot be used to pay for tobacco, alcohol products, gambling services and newly acquired Cards.
23. After the last payment, when the Card balance is € 0.00, the Card can be withdrawn from its holder.
24. If the price of the good(s) paid by the Card is lower than the nominal value of the Card, the amount necessary to pay for the good(s) only is deducted from the Card.
25. The number of payments for purchases is unlimited as long as the Card is valid and holds the necessary balance.
26. The Partner has the right not to accept the Card for payment if it is damaged, i.e. over a half of the Card is dirty or missing, otherwise damaged or it is impossible to read / scan the identification number of the Card.
27. In case of returning the goods which (in full or in part) were paid for using the Card, the Partner (the shop to which the goods are returned) has the right to choose the way the customer will be refunded the amount paid using the Card, i.e. the Partner has the right to refund such an amount to the Customer with the Card, its sales item / network card or in another way chosen by the

Partner. Refund terms are set by the Partner; in case the refund is a new Card, it is made within 7 (seven) days from the return of the goods.

28. If the Card is damaged, but it is possible to identify it (read / scan the identification numbers of the Card), the Cardholder may present this Card at the Card Distribution Point and use the additional services of the Cards.
29. If the Card is damaged and it is impossible to identify it, such a Card is not accepted back and is not refundable, and the Cardholder is not provided with additional Card services (extension, division, replacement and other services of the Card).
30. If the Card is not used within 1 (one) year from the initial issue (except for cases when the Card was replaced or extended), the Card service (under to the Card Distribution Programme) is considered to be fully provided to the Cardholder, the Card is cancelled is non-refundable.
31. From the moment of purchasing the Card, the Cardholder is personally responsible for the security of the Card. The Cardholder ensures that the Card identification data (numbers, graphic codes of the Card, etc.) will not be disclosed to third parties (who could use the identification numbers of the Card they do not own to falsify the Card, use it and / or otherwise harm the Cardholder's interests). The Cardholder, upon learning that his / her Card identification data may be known to third parties, must immediately use these Cards for payment or replace the Card or apply to law enforcement authorities. After the Card is sold / delivered to the Cardholder (Buyer), the Distributor or Gera dovana are no longer responsible for the security of the Card.
32. The participants of the programme shall not collect or store data on persons who have acquired or used the Card. However, the Administrator, Gera dovana and Distributors collect anonymous information on Partners who are paid for using the Card, the amounts paid, the balance of the Card and whether the Card is valid. As anonymous information only is collected and stored and cannot be linked to a specific person, no Cardholder's personal data is processed during the Card Distribution Programme, except for the personal data specified in point 33 of the terms and conditions.
33. In case of electronic gift card purchase, Gera dovana processes personal data provided by its Buyer (e.g. name, surname, email address of the Buyer). In the cases and in accordance with the procedure for issuing procurement documents laid down in point 19 of these terms and conditions, the Administrator and / or Gera dovana process the personal data specified in the procurement documents (e.g. name, surname, email address of the Buyer). In both cases, personal data is obtained directly from the Buyer, processed for the purposes of administration of the transaction with the Buyer and communication with the Buyer and for no longer than it is necessary. The data may be passed on to each other by the Administrator, Gera dovana and Distributors, but shall not be passed on to other persons.
34. In the cases laid down in points 19.1 and 19.2 for sending the Card invoice or VAT invoice, the email address specified by the Buyer is used by the Administrator and / or Gera dovana only for the purpose of communication with the Buyer.
35. If the Cardholder has violated these terms and conditions and / or participated in the Card Distribution Programme in violation of the laws of the Republic of Lithuania and / or engaged in activities that may be considered as intentional harm to the Distributor, Gera dovana, Partners, Card Sellers, other Cardholders or other participants of the Card Distribution Programme, the Cardholder's Card may be cancelled and the money not refunded; this person may be refused any purchase of new Cards or use of additional services of the Cards, this person and his actions may be notified to law enforcement authorities.
36. These terms and conditions for the card distribution may be unilaterally changed by announcing the changes in the same way as these terms and conditions were announced.
37. Information about the Cards is provided as follows:
 - 37.1. at www.akropolis.lt, www.geradovana.lt;
 - 37.2. by phone +370 5 205 2099 (paid at the operator's tariff);
 - 37.3. At Card distribution points.

38. There may be Partners in Akropolis shopping centres whose goods or services cannot be paid for using the Card. A list of such Partners is provided at www.akropolis.lt.
39. The Card may not be accepted as a method of payment if it is damaged or suspected to be counterfeit.
40. The Cardholder or another interested person has the right to submit a written claim regarding inappropriate implementation of the Card Distribution Programme to Gera dovana at the following address: UAB Gera dovana, J. Jasinskio St 16A, Vilnius, Lithuania. Gera dovana examines the claim within 30 (thirty) days and provides an answer to the person concerned at the headquarters of Gera dovana, by email or in another way agreed.