

GENERAL TERMS AND CONDITIONS OF SALE - GIFT CARD

1. Reach

These general terms and conditions of sale (hereinafter referred to as the Terms and Conditions) apply to the sale by the asbl (non-profit organisation) *Association des commerçants du centre commercial et de loisirs Médiacité* (Association of retailers of the Médiacité shopping and leisure centre) (hereinafter referred to as ASBL MÉDIACITÉ) to the Customer (being any natural person or legal entity, whether or not acting for purposes that do not fall within the scope of its commercial, industrial, artisanal or freelance activity) of gift cards (hereinafter referred to as the Gift Card) via the shopping centre's website (hereinafter referred to as the Website). The Terms and Conditions govern, to the exclusion of all other conditions, the entire relationship between ASBL MÉDIACITÉ and the Customer. Confirmation by the Customer of an order placed on the Website implies express acceptance of the Terms and Conditions, which are available on the Website.

2. Offer and order

The offers are made to the Customer under the terms and conditions that are expressly mentioned on the Website. Orders that are not accompanied by a valid payment will not be accepted or processed. ASBL MÉDIACITÉ accepts credit cards and debit cards as means of payment. The order will not be considered complete until the transaction is validated by the credit or debit card issuer.

ASBL MÉDIACITÉ reserves the right to refuse to issue or sell the Gift Card, without having to justify itself and without the Customer being entitled to claim compensation. ASBL MÉDIACITÉ cannot be held responsible for delays in delivery and/or the absence of delivery of the order if this delay or absence is attributable to a delay in validation, a lack of validation on the part of the card issuer or, in general, any incident with the banking organisation or the issuer of the credit/debit card which results in the price to be paid by the Customer not reaching ASBL MÉDIACITÉ.

3. Delivery

The Gift Card will be sent by ASBL MÉDIACITÉ to the address given by the Customer at the time of ordering. Any delivery costs to be paid by the Customer will be expressly mentioned before the order is confirmed. The delivery times for the Gift Card are indicative, but ASBL MÉDIACITÉ will make every effort to deliver the Gift Card to the postal services within seven (7) days of the order being placed. ASBL MÉDIACITÉ cannot be held responsible for any damage suffered as a result of late delivery or non-delivery by the postal services.

4. Prices

The prices mentioned on the Website are binding. ASBL MÉDIACITÉ may nevertheless modify the prices at any time, this modification being applicable only to orders placed by the Customer after the modification.

The prices mentioned on the Website are inclusive of VAT. However, the prices do not include any delivery costs, order costs or other costs that may be incurred, which will always be mentioned separately and provided to the Customer before the order is confirmed.

5. Terms of use of the Gift Card

The Gift Card is a prepaid voucher. The Customer chooses the amount to be loaded onto the Gift Card. No additional amounts can be added to the Gift Card after the purchase, except in the event that a merchant redeems a transaction on the Gift Card. The Gift Card is valid for one year from the date of activation, which will be stated on the back of the Gift Card.

The balance of the Gift Card cannot be refunded to the Customer or anyone else, nor can the balance of the Gift Card not be used when the Gift Card expires. The same applies in the event of theft, loss, damage or destruction of the Gift Card. ASBL MÉDIACITÉ cannot be held responsible for any unauthorised use of the Gift Card. The Gift Card can be used in all participating stores in the shopping centre and only in those stores. The list of participating stores is given on the Website and is subject to change.

The Gift Card may not be exchanged or resold and may not give rise to the payment of any monetary consideration.

6. Right of withdrawal

The consumer Customer within the meaning of the *Code de droit économique* (Belgian Code of Economic Law) (being any natural person who acts for purposes that are not part of his or her commercial, industrial, artisanal or freelance activity) has the right to withdraw from his or her purchase within fourteen (14) days of receiving the Gift Card, in accordance with Articles

VI.47 et seq. of the *Code de droit économique* (Belgian Code of Economic Law). However, the consumer Customer no longer has the right to withdraw if all or part of the amount loaded on the Gift Card has been used.



7. Liability - Force majeure

ASBL MÉDIACITÉ shall not be liable to the Customer in the event of non-performance of its obligations resulting from an event of force majeure as usually accepted by the jurisprudence of the Belgian Courts and Tribunals. In particular, the following are considered to be cases of force majeure: strikes, fires, disruptions of a (telecommunications) network, unavailability of the Website, late delivery or lack of delivery by sub-contractors or other third parties used by ASBL MÉDIACITÉ, etc. In the event of an event of force majeure affecting the obligations of ASBL MÉDIACITÉ for more than thirty (30) days from the date of the order, the Customer may terminate the order *ipso jure* and without compensation, by simple written notification to ASBL MÉDIACITÉ.

8. Personal data

The purchase of a Gift Card by the Customer on the Website involves the collection and processing of personal data of the Customer. The collection and processing of this data is essential for the execution of the contract between ASBL MÉDIACITÉ and the Customer. ASBL MÉDIACITÉ respects the regulations on privacy and the protection of personal data. The manner in which personal data is used by ASBL MÉDIACITÉ, the legal basis for this use and the rights of the Customer with respect to his or her personal data are described in the "Privacy Policy", available on the Website.

9. Claims

Any complaint by the Customer may be sent by post to the address of the registered office of ASBL MÉDIACITÉ or by email to the following address: info@mediacite.be.

10. Miscellaneous

ASBL MÉDIACITÉ may modify the Terms and Conditions at any time. The invalidation of any of the provisions of the Terms and Conditions shall not invalidate the Terms and Conditions as a whole. The cancelled provision shall be replaced by a valid provision that comes as close as possible to the original economic purpose of the cancelled provision.

The fact that ASBL MÉDIACITÉ does not exercise, at any time, a prerogative granted to it by the Terms and Conditions shall in no way be interpreted as an express or tacit waiver of its right to exercise said prerogative in the future.

11. Applicable law and jurisdiction

Any dispute relating to the contractual relationship between ASBL MÉDIACITÉ and the Customer shall be governed exclusively by Belgian law. The Belgian courts will have exclusive jurisdiction.