



BANEASA GIFT CARD

Terms and Conditions of Use

1. Baneasa Gift Card

- 1.1 These terms and conditions apply to any holder of this electronic gift card ('hereinafter called **Baneasa Gift Card** or **the Card**'). By purchasing and by using Baneasa Gift Card you are demonstrating your willingness to observe these terms and conditions.
- 1.2 Baneasa Gift Card is the result of the cooperation between Baneasa Developments SRL, located at 42D Bucuresti-Ploiesti Road, Baneasa Shopping City 3rd floor, 1st District, Bucharest, Romania, phone +40.21.306.55.05, email: info.bsc@baneasa.ro, Loyaltex SA, with its premises at Rue Fernand Bernier 15, 1060 Brussels, Belgium (co-brand partner) and Wirecard Solutions Limited having its Registered Office at 3rd Floor, Grainger Chambers, 3-5 Hood Street, Newcastle upon Tyne. NE1 6JQ, Registered in UK under No. 07875693 authorized and regulated in the UK by the Financial Conduct Authority.
- Baneasa Gift Card is issued in LEI (RON) currency, is not rechargeable and is only used within the specific stores located in Baneasa Shopping City and Feeria Commercial Gallery (hereinafter both referred to as **The Shopping Centre**). The list of the stores accepting the card can be viewed at www.baneasa.ro/giftcard.
- 1.3 Baneasa Gift Card is not subject to the Law no.127/2011 on electronic money, nor subject to the Governance Ordinance no. 113/2009 on payment services.
- 1.4 These terms and conditions are available online at www.baneasa.ro/giftcard and points of sale within The Shopping Centre. You can request a copy of these terms and conditions at any points of sale.

2. Definitions

In these terms and conditions, the following words and phrases have the meanings shown next to them:

ATM – means automatic teller machine or cashpoint facility or cash dispenser;

Baneasa Gift Card or the Card – means your card (including any replacement card) purchased from Baneasa Developments SRL or from its partners (Benefit System platform);

Card scheme – means MasterCard;

Fees – a variety of charges that can be raised for purchase and ongoing use of the card as per the present Terms and Conditions;

ID – means any valid Identity Card and/or Passport;

Limited Network – means the card can be used only in the specific stores located within Baneasa Shopping City and/or Feeria Commercial Gallery.

PIN Code – means the general valid PIN Code of the Card used for certain suppliers' POS. The PIN Code is 1234 and cannot be changed.

Supplier – a retailer, merchant or other supplier of goods and/ or services located within Baneasa Shopping City and/or Feeria Commercial Gallery which accepts payment by means of a Card;

Summary Box – The section that includes notification of charges, limits and restrictions associated with the Card;

Verification of identity – means confirming by the representative of Baneasa Developments SRL, the personal data of the purchaser (name, surname and personal identification/passport number) as declared by the purchaser with the identification documents issued by the competent authorities;

We / us / our – means Baneasa Developments SRL through its partners, Loyaltex SA and/or Wirecard Solutions Limited or/and any other subcontractor acting on our behalf;

You / your – means the physical or legal person who has purchased the Card or the physical persons who have received the Card and are authorized to use the Card as provided for in this terms and conditions;

Card number: this is the PAN – Primary Account Number, the 16 digits on the back of the Card;



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Card token number: this is a unique identification number of 9 digits on the back of the Card;
Offline purchase – means the purchase through the info desks located within the Shopping Centre;
Online purchase – means the purchase through the CITY iLOVE mobile application and from the website www.baneasa.ro/giftcard
Politically exposed person - the persons provided by art. 3 of the Law no. 656/2002, republished, on the prevention and sanctioning of money laundering and on setting up of certain measures for the prevention and combating terrorism financing;
Customer due diligence - specific customer due diligence measures provided by the current legislation.

3. Purchase and load of Baneasa Gift Card

The Card can be purchased offline from the points of sale within the Shopping Centre or online through the CITY iLOVE mobile application or visiting www.baneasa.ro/giftcard. The Card can also be purchased from the Benefit System platform www.benefitsystems.ro.

- 3.1 Upon the offline purchase of the Card, the maximum value that may be loaded onto the Card is 2200 LEI being necessary, as per the legislation regarding the customer due diligence, the purchaser's verification of identity. In this respect the purchaser undertakes to fill in the purchase form as per the provided instructions and to specify her/his intention to transmit the Card to a third person, as well as to mention if she/he is a politically exposed person.
The Card will be activated immediately after the verification of identity and payment of the amount and the funds will be instantly available on the Card for use for 12 months after the card is activated.
- 3.2 The Card can be purchased online, only through online payment. The maximum value that may be loaded onto the card is 2200 LEI, subject to filling in the purchase form and the mention regarding the intention to transmit de Card to a third person and the information regarding the politically exposed person of the purchaser, as well as the verification of identity upon delivery by courier. The Card can be delivered by a courier or can be picked up from the points of sale in the Shopping Centre following the payment confirmation. In case of delivery by courier, the Card is delivered only within Romania to the address indicated upon purchase within maximum 10 working days from the payment confirmation day. The delivery fee (mentioned below in the summary box) shall be bear by the purchaser should the purchase is below 650 LEI; above this amount the delivery fee falls with Baneasa Developments SRL. The impossibility to deliver the Card due to circumstances related to the purchaser, implies order cancelation. The Card will be activated within 24 hours from its delivery confirmation. Funds on the Card will be available for use until 12 months after the Card is activated.
- 3.3 Irrespective of the purchase method, the minimum value that may be loaded onto the Card is 100 LEI. Any amount above this should be multiple of 10 LEI.
- 3.4 We reserve the right to refuse the issuance or selling of the Card, without any justification and without the buyer being able to claim a remedy for not issuing such Card.

4. Use of the Card

- 4.1 Baneasa Gift Card may be used by the purchaser of the Card or it may be transmitted to another person as a gift. By receiving a Baneasa Gift Card, the new holder undertakes to observe the present terms and conditions of use.
- 4.2 Baneasa Gift Card is designed for use in shops and retail locations that accept MasterCard, and only in the specific stores located within Baneasa Shopping City and/or Feeria Commercial Gallery. To use the Card, present it at the time of payment. Use it in full or part payment of your purchase in which case you will be required to pay the outstanding amount of the purchase by an alternative means, for example, cash or debit or credit card providing the retailer accepts a combination of payment methods. We do not guarantee the retailer accepts all of the aforesaid alternative means of payment.
 - 4.2.1 Additional funds cannot be added to the Card after purchase.
 - 4.2.2 Your balance will be immediately reduced with the amount of each purchase you make.



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- 4.2.3 The amount of the products purchased with the Card cannot be refunded in cash by the retailer. During the settlement of the payment with the Card to the merchant (until the end of the transaction day), it is possible to reverse the transaction in case of return of the product purchased entirely with the Card. After the settlement period expires, the transaction can no longer be reversed on the purchaser's Card.
- 4.3 Baneasa Gift Card is not a debit card supported by a bank account, and is not in any way connected to a bank account. It is also not a guarantee card or credit card. You will not earn any interest on any funds loaded on to this Card.
- 4.4 You cannot use the Card for:
- 4.4.1 **transactions outside of the Limited Network as defined at clause 2;**
- 4.4.2 pre-authorized regular payments or recurring payments.
- 4.4.3 online transactions and online gaming, even for online shops of the retailers located in the Shopping Centre.
- 4.4.4 transactions for cash including for example cash back, cash from a bank (even if the bank / the ATM is located in the shopping centre), money orders, traveler's cheques, foreign exchange, or bureau de change, or telecommunication (including telephone, internet and TV), services or utility services, or parking services, or purchase of insurance, purchase of travel services (including holidays), purchase of tobacco products, purchase of courier services, purchase of phone credit/recharge services, purchases from pharmacies, purchases from casino, bowling and other game providers – the list of prohibited products may be changed by Baneasa Developments SRL from time to time;
- 4.4.5 any illegal purposes.
- 4.5 Your Card cannot be used in situations where it is not possible for the supplier to obtain online authorization that you have sufficient balance for the transaction.
- 4.6 We may stop, suspend or restrict your Card on reasonable grounds relating to:
- 4.6.1 the security of your Card, Card number, and
- 4.6.2 the suspected unauthorized or fraudulent use of your Card. We will, if possible, inform you before stopping, suspending or restricting your Card that we intend to do so and the reasons for doing this. If we are unable to do so then we will inform you immediately afterwards. The requirement to inform you does not apply where it would compromise reasonable security measures or it would be unlawful to do so.
- 4.7 We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with the Card. We are not liable for the failure of any merchant to honor the Card.
- 4.8 According to these terms and conditions we will not sell Baneasa Gift Card to anyone under the age of 14 years old. We will not be responsible for using the card by anyone under the age of 14 years old.

5. Transactions

- 5.1 You agree that any use of your Card, Card number constitutes your authorization and consent to a transaction.
- 5.2 We will be entitled to assume that a transaction was authorized by you where the magnetic stripe on the Card was swiped by the retailer, where there is a signed sales slip, or where relevant information that allow processing the transaction is supplied to the retailer.
- 5.3 A transaction cannot be stopped or reversed after it has been transmitted to the processing entity by giving your consent to the transaction. The transmission to the processing entity is done in the next business day following the transaction.
- 5.4 A transaction may be rejected due to force majeure or to technical problems.

6. Foreign currency transactions

- 5.1 Baneasa Gift Card can only be used within the Limited Network and for transactions which are in LEI.



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7. Checking your balance

7.1 You can check the available balance on your card or to review your transactions through the CITY iLOVE mobile application, or by visiting www.baneasa.ro/giftcard or at the points of sale within the Shopping Centre.

8. Redemption

8.1 The purchasers or the holders of a Card may not request redemption of any amount of the Card balance.

9. Card expiration

9.1 Your Card irrespective of the existing amount on it will cease to be valid 12 months from the date the Card is activated, this is referred to as the “expiry date”. On the expiry date, the Card will cease to function and you will not be entitled to use the Card as a means of payment.

9.2 The expiry date is hand written on your Card upon acquisition from the Shopping Centre or can be obtained either through the CITY iLOVE mobile application or by visiting www.baneasa.ro/giftcard. In case of any conflict regarding the expiry date, the correct expiry date is the one which can be verified through the CITY iLOVE mobile application or www.baneasa.ro/giftcard.

9.3 Once your Card has expired any remaining funds are unable to be spent and are considered lost. You are not entitled to any redemption of the Card balance following the expiry date.

10. Liability

10.1 Baneasa Gift Card must be treated as cash and you must ensure it is kept safe. You must always make sure that you:

10.1.1 do not allow anyone else to use your Card against your will;

10.1.2 only release the Card or Card token number to make (or try to make) a transaction or perform a balance verification/ transactions history;

10.2 If your Card is lost or stolen you must:

10.2.1 Immediately contact Baneasa Developments SRL at www.baneasa.ro/contact or call the Shopping Centre at +40.21.306.55.05 or through the contact form of the CITY iLOVE mobile application and ask to block the Card;

10.2.2 prove the Card acquisition, tell us the email address used upon the Card acquisition, tell us the name of the store where the latest purchase using the Card was made and tell us the Card token number. Failure to provide all this identification elements may prohibit Baneasa Developments in identifying the Card and thus blocking it.

10.2.3 You will be liable for any use of your Card done until you received our express confirmation that the information you have provided us has been sufficient to identify the Card and block it.

10.2.4 If you find the Card after you have reported it lost or stolen, as per the aforesaid procedure, you must cut it up and tell us as soon as you can.

10.3 If your Card, or any replacement Card, is lost, stolen or damaged you can request the Shopping Centre a replacement one. We will charge a fee for the replacement Card, set out in the Summary Box.

10.4 We will not be liable for:

10.4.1 any abnormal or unforeseeable circumstances outside our and our subcontractors' reasonable control (for example, a failure of computer systems which happens for reasons outside our and our subcontractors' reasonable control or any action which happens for reasons outside and our subcontractors' our reasonable control) if this prevents us from providing its usual service;

10.4.2 any person refusing to accept or honor (or delays in accepting or honoring) your Card.

10.5 In case of errors or disputes about transactions, contact us through the CITY iLOVE application contact form, through www.baneasa.ro/contact or call the Shopping Centre at +40.21.306.55.05.



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- 10.6 If your Card is malfunctioning, you can get a replacement one in the points of sale of the Shopping Centre. Your remaining Card balance will be transferred onto the new Card. If the malfunction is due to the client's fault, a replacement fee mentioned in the Summary Box is charged. Otherwise, the replacement is free.
- 10.7 Our liability in any case is limited to the disputed amount existing on the Card or transaction value.

11. Altering these terms and conditions

- 11.1 These terms and conditions, including fees and charges, may be changed or new terms may be introduced without prior notification other than publishing on the points of sale of the Shopping Centre and on www.baneasa.ro/giftcard.
- 11.2 If these terms and conditions are changed, the new terms and conditions will be available on the points of sale of the Shopping Centre and on www.baneasa.ro from the date the change is coming into force.
- 11.3 Should these terms and conditions change during the validity of the card and the costs incurred by you mentioned herein increase, you will be deemed to have accepted such change unless you notify us of any objection within 2 months after the proposed change is publicly announced.
- 11.4 If you notify us that you do not accept the change and if the Card is not expired, your Card will be canceled and you can redeem your total balance at that time without charge.

12. Withdrawing rights

- 12.1 The purchaser of a Card acquired through an online purchase does not benefit from the withdrawing rights as per the provisions of art. 16 letter c) of the Government Emergency Ordinance no. 34/2006 on the users' rights in agreements concluded with professionals.

13. Termination

- 13.1 We may terminate these terms and conditions, with the consequence of cancelling the card any time. Unless there are exceptional circumstances we will give you 2 month-prior-written notice and the indication of how the credit from the Card is redeemed to the user of the Card. For this action to be possible, you are required to declare in CITY iLOVE or on www.baneasa.ro/giftcard a valid email address to which you can be contacted.

14. General

- 14.1 By purchasing a Card you agree with these terms and conditions and with the Confidentiality policy' clauses.
- 14.2 We may monitor and/or record telephone calls between you and us or the service providers mentioned in these terms and conditions.
- 14.3 Upon acquisition of a Card you must provide us the information specified in the purchase form made available by Baneasa Developments SRL.
- 14.4 We may transfer our rights or obligations under this agreement or arrange for any other person to carry out our rights or obligations under this agreement, without prior notification or approval from you.
- 14.5 These terms and conditions are governed by the Romanian law. A version translated in English will be made available at the points of sale and website www.baneasa.ro/giftcard. We will not be responsible for the translation errors nor for any discrepancies between versions; in case of discrepancies, the Romanian version prevails.

15. Complaints and how to contact us



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15.1 If you like to make a complaint, or contact us for any other reason connected to these terms and conditions please write to Baneasa Developments SRL by accessing www.baneasa.ro/contact or through the contact form available in CITY iLOVE application.

16. Confidentiality policy

16.1 We observe the privacy and security of personal data processing for each person accessing the website www.baneasa.ro in order to make online orders.

According to the provisions of Law no. 677/2001 on people's protection concerning the processing of personal data and the free circulation of such data and to the provisions in Law no. 506/2004 on personal data processing and private life protection, we are bound to manage the personal data obtained under security conditions and exclusively for the purposes below.

We undertake to maintain confidentiality of the personal data supplied through our site, according to the provisions of law 677/2001 on personal data protection, as further amended.

According to the provisions in Law no. 677/2001, you have the following rights:

- The right to be informed (art.12)
- The right of access to personal data (art.13);
- The right to amend or supplement personal data (art.14);
- The opposition right (art.15);
- The right not to be subjected to an individual decision (art.17);
- The right to open court proceedings (art.18).

With your consent we can use your personal data for the purposes stated below.

Should you request your personal data to be updated or removed from the database, or should you have any questions concerning data confidentiality, you can contact/inform us, any time, using the contact data available on the site.

16.2 The purpose of data collection (email address) may be:

- sending offers, advertising and marketing messages;
- information regarding the product Baneasa Gift Card.

The purpose of data collection (name, surname, personal identification number) is to comply with the legal provisions on customer due diligence provided by Law no.656/2002 on the prevention and sanctioning of money laundering and on setting up of certain measures for the prevention and combating terrorism financing.

If you agree your personal data be collected with the scope of marketing use, please tick the corresponding box in the purchase form of the Card or upon the acquisition through the CITY iLOVE mobile application on our website www.baneasa.ro/giftcard .

We shall not disclose to any third party any of your data (personal information or optional information) without your consent, unless we are convinced, in good faith, that the law requires us or is necessary to protect rights or property of our company.

16.3 We use advanced security methods and technologies, as well as strict policies applied to employees and work processes, concerning the security of personal data collected and processed according to the legal provisions in force.

The server-type equipment on which the website through which we collect personal data is hosted is secured both against physical and against remote (restricted) access, being installed in a data center and periodically subjected to a security audit.

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We make all reasonable commercially justified efforts to protect your collected personal data, we analyse the new technologies in the field and, if required, we implement them in order to upgrade our security systems.

17. SUMMARY BOX**Charges**

This table summarizes key product features and information and is not intended to replace the terms and conditions of the product. The fees' limits and restrictions that apply to each card are set out below.

Fees and limits	Currency
Fee to buy and load Card	Free (but might apply for certain purchase methods)
Delivery fee	12 LEI (VAT included) regardless of location within Romania
Premium packaging	10 LEI (VAT included)
Fee for any replacement Card	25 LEI
Balance enquiry via website/CITY iLOVE application or bar code	free
Card limits	
Maximum amount loaded on a Card	2200 LEI
Minimum value loaded on a Card	100 LEI

PURCHASE FORM

.....,CNP (personal identification number)*,
[name and surname]

email address@.....**request the acquisition of a BANEASA GIFT

CARD.

The value loaded on BANEASA GIFT CARD :..... lei

I wish /do not wish to be informed about the offers, products and services sold by BANEASA DEVELOPMENTS SRL to the email address provided above.

I intend / do not intend to transmit the BANEASA GIFT CARD to a third person.



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I declare I am / I am not a politically exposed person.

Date

Signature

.....

By signing this form I declare that agree with the Terms and Conditions of Use of the Baneasa Gift Card.

* The name, surname and personal identification number (CNP) are requested as a customer due diligence measures as per the provisions of Law 656/2002, on the prevention and sanctioning of money laundering and on setting up of certain measures for the prevention and combating terrorism.

** The email address is requested as a contact measure and as a method of identification the BANEASA GIFT CARD in case of theft/loss.