

Giftcard terms

Gift Card is a means of payment which is valid in the shopping environment of the Astri Group and is used at a Partner for paying for goods or services. A Gift Card may be used on several occasions, at one or several Partner(s) until the Nominal Value of the Gift Card has been spent or until the Date of Expiry.

The shopping environment of the Astri Group is Astri.ee (hereinafter the Online Store) and shopping centres of the Astri Group (hereinafter the Centre) the list of which can be examined [here](#).

These Terms and Conditions for Using Gift Card regulate the terms and conditions as well as procedures for issue, circulation and use of the Gift Cards to be issued by the Centre and are valid in respect of all the Customers, Partners and third parties related to the Gift Card.

1. Definitions

Gift Card is an electronic means of payment which is valid in the shopping environment of the Astri Group and is used at a Partner for

paying for Purchases in the amount of the Nominal Value.

Date of Expiry marks the last day (included) when a Gift Card can be used for paying for a Purchase at a Partner's, i.e. the last day of the term of validity of the Gift Card.

Purchase is purchasing goods or services at a Partner, paying for them in part or in full by a Gift Card. Issuer is the seller of a Gift Card, i.e. the Centre, the list of which is set out [here](#).

Distributor is a person authorised by the Centre, who sells Gift Cards in the name of the Issuer and represents the Issuer in relationships with Customers of the Gift Card.

Partner is a person who accepts a Gift Card as a means of payment for the goods that the Partner sells or for the services that the Partner provides.

Customer is a private person, a legal person or a sole proprietor who acquires or uses a Gift Card.

Nominal Value is the amount of money that a Customer pays for a Gift Card of the same value.

Balance is the amount of electronic money on a Gift Card that has not yet been used for paying for Purchases. Device is an electronic payment device, e.g. a payment terminal or another device, used by a Partner

2. Nominal Value of Gift Card

2.1. The Nominal Value of a Gift Card is decided by the Customer, the smallest Nominal Value of a Gift Card is 5 euros and the largest

Nominal Value is 500 euros.

2.2. It is possible to load additional money onto a Gift Card.

3. Points of sale and purchasing of Gift Card

3.1. The persons provided with the right to issue a Gift Card are the Issuer or Distributor of the Gift Card.

3.2. The Issuer of the Gift Card sells a Gift Card at the information point of the Centre and in the Online Store. The Distributor sells a Gift Card at a point of sale of the Distributor.

3.3. To purchase a Gift Card, the Customer turns to the Issuer or Distributor at the point of sale of the Gift Card, pays the Nominal Value chosen and fulfils any other requirements prescribed.

3.4. The Issuer or Distributor issues to the Customer a receipt/invoice that certifies payment of the Nominal Value and issues the Gift Card to the Customer.

4. Ordering Gift Card

4.1. Upon placing an order for a Gift Card, the Customer completes the required information fields and other information asked by the

Issuer in the Online Store. The payment method to be chosen must be 'by transfer'.

4.2. Based on an order, the Customer is issued with an order confirmation / request for payment.

4.3. An order placed by the Customer becomes binding on the parties after the Customer has paid for the order.

4.4. The Customer receives an ordered Gift Card from the information point of the Centre during opening hours, orders the Gift Card to a parcel terminal suitable for the Customer or via courier service. Upon receiving a Gift Card, the Customer must present authorisation and/or an ID card or another identity document.

5. Gift Card use

5.1. Any person who has a Gift Card may use it for making a Purchase.

5.2. The Partner who accepts a Gift Card as a means of payment has no reasonable opportunities to verify whether the Customer is a lawful user of the Gift Card. It is presumed that the Customer has a legal basis for using the Gift Card.

5.3. A Gift Card can be used for paying for a Purchase in the shopping environment of the Astri Group at the Partners who have accepted the use of the Gift Card as a means of payment.

5.4. A Gift Card is not valid at the following **Partners**. 5.5. A Gift Card cannot be exchanged for money.

5.6. A Gift Card can be used before the Date of Expiry on an unlimited number of occasions at one or several Partner(s) upon paying for goods and services as a maximum in the amount that corresponds to the Nominal Value of the Gift Card.

5.7. Before making a Purchase, the Customer notifies the Partner, in which amount they want to pay with a Gift Card.

5.8. A Partner has no right to refuse to accept a Gift Card as a means of payment, except in the following cases: a) the Device is out of order;

b) there is an objective basis for failure to accept the Gift Card or a reasonable doubt about the lack of a legal basis for using the Gift Card.

5.9. If the Balance of a Gift Card is not sufficient for paying for the Purchase, the Partner is required to accept the Gift Card for paying for the Purchase provided that the Customer pays the rest of the amount in cash, by a payment card or another Gift Card.

5.10. If the Customer wants to pay for a Purchase by a Gift Card either in part or in full, they must submit the Gift Card to an employee of the Partner before making the Purchase. Data are read from the magnetic stripe of the Gift Card for paying for the Purchase and the Purchase is authorised with the Partner's Device in the presence of the Customer.

5.11. If the Balance is not sufficient for covering the amount specified in the authorisation request of the Purchase in full, the authorisation of the Purchase will be rejected.

5.12. The authorisation of a Gift Card takes place via the payment terminal / cash register system. The Partner delivers the goods or provides the service only if the Gift Card authorisation system confirms that the payment by the Gift Card was successful on the payment terminal screen.

5.13. The Gift Card is returned to the Customer after payment for the goods or service.

5.14. The Gift Card system is administered upon establishment of this wording by Nets Estonia AS.

6. Date of Expiry of Gift Card

6.1. The term of validity of a Gift Card is one (1) year as of the date when the Gift Card was acquired. If additional money is loaded onto the Gift Card, the term of validity of the Gift Card will extend each time until twelve (12) calendar months have passed from the date of loading additional money onto the Gift Card

6.2. If the Balance of a Gift Card is not EUR 0.00 (zero euros and zero cents) after the Date of Expiry, the remaining Balance will be annulled.

7. Gift Card Balance check

7.1. A Customer can check the Balance of a Gift Card:
7.2. at the information point of the Centre and the self-service of the Centre;
7.3. on the website of the Centre by logging in to the Customer's Astri ID account [here](#)..

8. Invalid Gift Card

8.1. A Gift Card is invalid if it has at least one of the following properties: a) the Date of Expiry has passed; b) the Balance is EUR 0.00;

c) the Card is damaged; or d) the Card is forged or has signs of forgery.

8.2. A damaged Gift Card is replaced with a valid Gift Card in accordance with clause 9.

8.3. A Gift Card is deemed forged if it has signs of forgery.

8.4. A forged Gift Card is annulled and its user forfeits all their rights to using the Gift Card as of the moment the forgery has been established.

9. Gift Card replacement

9.1. A Gift Card that is mechanically damaged and cannot be used for paying for a Purchase can be replaced with a new Gift Card provided that the magnetic stripe of the Card is legible or the Balance of the Gift Card can be established in any other manner and the Date of Expiry of the Gift Card has not passed.

9.2. A Customer receives a new Gift Card the Date of Expiry and Balance of which are the same as those of the Card to be replaced.

10. Complaints

10.1. Any complaints related to the Gift Card must be filed with the Issuer in writing, indicating the complainant's name, personal

identification code, telephone number and e-mail address, circumstances of the complaint and the complainant's claim.

10.2. All complaints must be filed with the Issuer within 1 (one) month of the occurrence of the circumstances that serve as a basis for filing the complaint.

10.3. Complaints filed after the term provided in clause 10.2 are not subject to examination, refusal to review such complaints is not subject to contestation and cannot be appealed.

10.4. The Issuer reviews complaints filed by the Customer within 10 (ten) working days of receiving the complaint. 11. Amendment of Terms and Conditions of Gift Card

11.1. The Issuer reserves itself the right to make amendments to the Terms and Conditions for Using Gift Card that become binding on all the Customers,

Partners and third parties related to the Gift Card as of publishing the amended Terms and Conditions on the [Astri.ee](#) website.

11.2. The Terms and Conditions for Using Gift Card have been published on the [Astri.ee](#) website 12. Processing of personal data

12.1. Personal data are processed in accordance with the [Terms of Privacy](#). These Terms and Conditions for Using Gift Card have been published as of 16.09.2019.