

## APPENDIX NO 3 TO THE TERMS OF USE: REGULATIONS FOR THE GIFT VOUCHERS

### Regulations for the gift vouchers

#### § 1. Basic information

1. This policy is an integral part of the Terms of Use and should be read and considered jointly. It also uses the definitions as set out in the Terms of Use.

#### § 2. Purchasing the voucher

1. The customer may purchase points which are denominated in grapes (further on „grapes”), where 1 point = 1 grape. Grapes can be acquired only in the form of a gift voucher (further on “Voucher”). The cost of acquiring one grape is PLN 50,00 gross (PLN 40,65 net).
2. The quantity of grapes acquired in the form of one voucher is chosen by the Customer, a single voucher can have no less than 6 grapes, which means that the Customer can acquire no less than six (6) grapes per a single transaction. The Customer acquiring the voucher decides on the quantity of Grapes on the Voucher by selecting this quantity during the Voucher purchase process on the Website.
3. The Voucher is a form of coupon which can be given to any person being a Customer as per the Terms of Use allowing that person to exchange the Voucher to item or items from the Website shop. The voucher can also be used by the purchasing Customer himself.
4. The Customer can input a text into the voucher (no longer than 1.000 characters). The message will appear on the Voucher. The message should not contain any legally forbidden contents or language and should not infringe any rights of the Website owner or any third parties.
5. After finalizing the Voucher purchase the Customer will receive the Voucher in pdf format on the e-mail given while placing the Order. The sending of the Voucher is considered the voucher issuance to the Customer.
6. The Voucher is valid for six (6) months from the date of issuance. After this period had passed the grapes will be considered void and cannot be exchanged for items on the Website.
7. The Consumer can withdraw from an agreement to purchase the Vouchers without any reason in 14 days from the Voucher issuance by making the appropriate statement about withdrawal from contract. In the case that the Grapes on the Voucher had already been exchanged on an item (Items) on the Website partially or in whole up to the moment in which the Voucher validity had passed the Seller is not obliged to return any amounts which had been already exchanged to items (Items).
8. By withdrawing from the Voucher purchase contract the Consumer commits that until the voucher is returned they will not exchange the Grapes from the Voucher on the Website on any item (Items). In any case, if the Grapes had been exchanged for a nitem (Items) before the Voucher return the Seller will not be obliged to return the amount equivalent to the Grapes exchanged for an item (Items).
9. The withdrawal from contract for the Voucher purchase is described in the Terms of Use and is performed under the conditions thereof, in particular § 6 of the Terms of Use (Withdrawal).
10. The purchased voucher is non-refundable and cannot be exchanged for cash.

#### § 3. Redeeming the Voucher

1. The Person that owns the Voucher can exchange the Grapes on the vouchers on Items by login on the Website and using the unique Voucher code, and then selecting the items which they would like to receive for the Grapes.
2. The Customer who purchased the Voucher as described in § 2 above bears the risk related to handing the Voucher to a different person.
3. The value of Items which can be exchanged for Grapes is phrased in Grapes. Placing the Item in the 'cart' on the Website and placing the Order will effectively decrease the amount of Grapes on the Voucher proportionally to the Items selected up to the point at which all Grapes had been exchanged. The exchanging of Grapes occurs when the Order is placed where the „Order and Pay” effectively means that the Grapes are exchanged for Items. In case of such purchase the Order is considered paid as per the Terms of Use when the Grapes are redeemed which is confirmed by the Website via e-mail sent to the Customer's account given in the ordering process after the Order is finalized.
4. The Seller restricts that some items which are available for the Customers placing the order in the shop as described in the Terms of Use without using the Vouchers may not be available to acquire for Grapes as part of the Voucher redemption and some items available for Grapes based on this Appendix may not be available for purchase in the Shop based on the Terms of Use without using the Voucher.
5. While redeeming the Voucher (exchanging the Grapes for Items) the person can verify how many Grapes are left for redeeming and the Items which can be acquired.
6. The Voucher price includes free delivery for the Items acquired by redeeming the Grapes during the first Order. This means that the first delivery of the Items acquired within a single Voucher is always free. Every next delivery (which means delivery within any next Order in which the Voucher is used) costs one Grape. There is no possibility of paying for the delivery other than exchanging the Grapes remaining on the Voucher.
7. If the person redeeming the Voucher shall not use all Grapes available during the first Order they may use them placing next Order (Orders). The delivery cost of the Items Ordered in any consequential Order will be one Grape as per par. 6 above.

#### § 4. Returns and refunds

1. The Terms of Use apply to the purchase and redemption of Vouchers, including the ones concerning refunds and claims with the restriction of point 2 below.
2. If the Item which is considered during a refund had been acquired by exchanging Grapes from a Voucher by „Payment” which is mentioned in § 6 par. 6 of the Terms of Use we understand the quantity Grapes which were exchanged for Items (and items delivery if applicable). The Grapes will be refunded to the same Voucher which was redeemed to obtain the items increasing the quantity of Grapes available on the Voucher.