

## Kaunas city gift card rules and conditions

1. These Terms and Conditions come into force from 2018-12-10.
2. This document sets forth the terms and conditions for the use of Kaunas gift cards (hereinafter referred to as the "Card").
3. UAB „Gera dovana“ (hereinafter referred to as the "Distributor") carries out the Card Distribution Programme, in which natural persons and juridical persons (hereinafter referred to as "Buyers") can make an advance payment and receive a Card confirming that payment, which then can be used to pay for purchases at shops that are operating in Kaunas city (hereinafter referred to as the "Partners") or for additional services related to the Card distribution or perform other related functions (hereinafter referred to as the "Card Distribution Programme").
4. The Card Distribution Programme is executed in accordance with the terms and conditions set out herein. Obligations and rights related to the aforementioned provision:
  - 1.1. The Card distribution terms and conditions are publicly available on the internet <http://www.visit.kaunas.lt> and at Card Distribution Points.
  - 1.2. Before purchasing the Card, the Buyer must familiarize himself with the terms and conditions for the use of the Card.
  - 1.3. The Buyer who has acquired the Card becomes a Cardholder and confirms that he is familiar with these terms and conditions for the use of the Card, agrees with them and undertakes to comply with them.
  - 1.4. The Cardholder, when transferring the Card to another person (by donating, selling, etc.), undertakes to inform another person (the future Cardholder) of these Card distribution terms and conditions.
  - 1.5. A person, taking over the Card, becomes a Cardholder and confirms that he is familiar with these terms and conditions for the use of the Card, accepts them and undertakes to comply with them.
5. The Cards are sold by and the additional services, that are related to Card distribution, to Cardholders are provided by a company that has Customer service location (hereinafter referred to as the "Card Distribution Point") and operates in accordance with the Agreement concluded with the Distributor and the Administrator (hereinafter referred to as the "Card Seller"). The Card Seller acts on behalf of the Distributor.
6. Card – a card, blank or durable data carrier of specially designed form that has Card information, which confirms the Buyer's advance payment fact and gives the Cardholder the right to purchase goods or services sold by the Partner.
7. The Card is intended for multiple usage, i.e., the amount of money in the Card can be used several times in different Partner shops.
8. The information that is indicated and/or saved on the Card: Card name, identification number (expressed in digits, graphic codes), and other information that is necessary for the proper informing of the Buyer or performing Card functions.
9. The information that may be indicated and/or saved on the Card: Value of the Card (denomination), Card's validity start and end date. If this information is not indicated on the Card, it can be found free of charge at the Card distribution point, on <https://www.geradovana.lt/dovanu-cekiu-savitarna> or by scanning the Card's QR code with a smartphone.
10. Card's validity date is the same as the Card's sale date.
11. The card can be purchased online at [www.geradovana.lt](http://www.geradovana.lt) and in Card distribution points. Information about Distribution Points is available on the Kaunas city website <http://www.visit.kaunas.lt>.
12. By acquiring the Card online and choosing a delivery by e-mail, an electronic Card is sent to the Buyer's e-mail. The Electronic gift Card that was purchased by e-mail and is still valid and unused, upon Buyer's/Cardholder's request may be exchanged to a regular Card in the Card distribution points.
13. Self-service – the webpage [www.geradovana.lt/dovanu-cekiu-savitarna](http://www.geradovana.lt/dovanu-cekiu-savitarna) in which the Cardholder by entering the required identification data (number and/or barcode) can check the balance and validity of the Card.
14. Card's QR code – a two-dimensional black dot grid in a white background on the Card, which can be scanned with a special programme (a *QR code reader application* that can be downloaded for free) on your mobile device, and after scanning the QR code the balance and the validity of the Card are being displayed.
15. At the time of the acquisition or the usage of the Card the Buyer may be asked to provide his mobile phone number and/or e-mail address (hereinafter referred to as "Contact"). Contact can be used:
  - 15.1. in order to protect the Cardholder from unauthorized use of the Card in the event of theft or loss;
  - 15.2. in order to block the Card in the event of loss or theft;
  - 15.3. in order to provide information about the balance and validity of the Card.
  - 15.4. The consent to use the above-mentioned Contacts can be withdrawn at any time by contacting the Card distribution point, the Administrator or in any store.
16. The newly purchased Card is valid for 12 (twelve) months from the purchase date. In exceptional cases (during promotions, etc.) Cards with longer validity period may be issued.
17. Respecting the Cardholder's privacy, the information about the Cardholder is not collected or used for promotional purposes or transferred to third parties without its consent.
18. Cards are sold/issued by letting the Buyer to choose the denomination value of the Card with accuracy of € 0.01 from € 10 to € 150. In exceptional cases (during promotions, etc.) Cards with non-standard denomination value may be issued.
19. For the Card and other additional services related to the Card distribution the Buyer can pay by cash, by making an advance money transfer (if there is a possibility to accept a money transfer at the Card Distribution Point) or by other means available in the Card Distribution Point. Payment methods for the Cards and other additional services related to the Card distribution may not be compatible with existing payment methods for other goods or services in the Distribution point (for example, bank cards may not be accepted when purchasing a Card, etc.).
20. Procedure for the issue of purchase documents.
  - 20.1. When purchasing the Cards, an invoice indicating VAT is not issued. Upon Buyer's request, a Gift Card delivery and acceptance certificate may be issued.
  - 20.2. Upon Buyer's request, the Gift card delivery and acceptance certificate and/or an invoice indicating VAT for goods and services related to the Gift Card distribution may be submitted electronically only to the e-mail indicated by the Buyer.
  - 20.3. No other information is sent to the e-mail provided by the Buyer, unless the Buyer is on the Distributor's or Administrator's newsletters subscribers list.

- 20.4. Information that is specified in the delivery and acceptance certificate: name, quantity and value of the purchased Cards; the information that is specified in the invoices indicating VAT: chosen goods, their quantity, discounts, the final price of the goods including all taxes, and other data required by accounting regulations.
21. The Cardholder may use the following **additional services related to the Card distribution**:
- 21.1. **Assigning a Contact to the Card and changing the Contact.** Service provision procedure:
- 21.1.1. The Contact can be assigned to the Card at the moment of the purchase or by contacting the Card Distribution Point;
- 21.1.2. The Contact can be changed by contacting the Card distribution point. In this case, the old Contact should be given, and the new one is confirmed by sending a special code.
- 21.1.3. A fee for assigning or changing the Contact is not applied.
- 21.2. **Extension of Card validity period.** The service is provided on Card Distribution Places by submitting the Card in the following order:
- 21.2.1. Extension of the validity period is possible for a Card that is not yet used or used incompletely but its validity has already expired and it has not taken more than 3 (three) months since its expiration and for unused or incompletely used Card that is still valid but at the time of renewal the total Gift Card validity period (consisting of the validity period of the Gift Card and the extension period) is not longer than 12 (twelve) months.
- 21.2.2. An extension of the validity period is possible on the Card which is not damaged and the Card's bar code is clearly visible on it.
- 21.2.3. Card validity period extension is possible for an additional period of up to 3 (three) months from the expiration date.
- 21.2.4. Extension could be done only once.
- 21.2.5. For each Card's validity period extension the Cardholder is charged a fee of 8.00 €.
- 21.2.6. After extending the validity of the Card, the Card is not taken from the Cardholder.
- 21.2.7. After the extension the Cardholder can only use the unused funds in the Card.
- 21.2.8. If the Card is not used during the specified period of validity or during the extended period of validity, unused Card funds will be lost, the Card will be cancelled and cannot be used any more.
- 21.3. **Card Replacement:** when the Card is damaged but it is possible to identify it or simply upon legitimate Cardholder's request. Service provision procedure:
- 21.3.1. The service is provided after presenting a valid, unused Card or a Card that still has unused funds.
- 21.3.2. For each Card Replacement the Cardholder is charged a fee of € 1.45.
- 21.3.3. After replacing the Card, it will be taken from the Cardholder (its validity is definitively suspended) and a new Card will be issued instead.
- 21.3.4. The validity of the newly issued Card will remain unchanged and the denomination value will be equal to the funds that have not yet been used for purchases.
- 21.3.5. After replacing the Card, the identification numbers and the Card type may change.
- 21.4. **Blocking a lost or stolen Card.** Service provision procedure:
- 21.4.1. The service is provided only if a Contact was assigned to the lost or stolen Card.
- 21.4.2. The validity of the blocked Card is stopped, and it is not possible to unblock the Card.
- 21.4.3. There is no charge for the Card blocking.
- 21.4.4. The unused Card funds can be transferred to another Card using the *Money transfer to another Card* service, which is related to the Card Distribution.
- 21.5. **Money transfer to another Card (from the Card that has been lost or stolen or upon Buyer's request).** Service provision procedure:
- 21.5.1. The service is provided only if a Contact was assigned to the lost or stolen Card.
- 21.5.2. The service is provided only if the Card, from which the funds have to be transferred, is still valid and the Card funds are not entirely used. The validity date of a Card that has expired can be extended by using the "Card validity period extension" service, which is related to the Card distribution.
- 21.5.3. The funds from the stolen or lost Card may be transferred to a new Card.
- 21.5.4. The validity term for using the transferred money remains the same as it was before the transfer.
- 21.5.5. For the balance transfer the Cardholder is charged a fee of € 1.45.
- 21.5.6. After the funds are transferred, the old Card is automatically blocked.
- 21.6. **Exchanging an electronic card for a regular Card.** Service provision procedure:
- 21.6.1. The service is provided after presenting a valid and unused Electronic Gift Card, which was purchased online and received by e-mail.
- 21.6.2. For the Electronic Gift Card exchange for a regular Card the Cardholder is charged a fee of € 1.45.
- 21.6.3. The Electronic Gift Card can only be exchanged for a new Card.
- 21.6.4. After the exchange, the Electronic Gift Card is not returned to the Buyer.
- 21.6.5. The validity of the Card remains the same as the validity of the Electronic Gift Card.
- 21.6.6. One Electronic Gift Card can be exchanged for one Card, i.e., there is no possibility to exchange one Electronic Gift Card for several Cards or several Electronic Gift Cards exchange for one Card.
- 21.7. **Card information provision.** The Cardholder can get information about Card validity, unused balance, etc. by presenting the Card (using the Card) at a Card Distribution Point, in the store or at the self-service page on the website or by indicating the Contact that is assigned to the Card at the Card Distribution Point. The service provision procedure:
- 21.7.1. The service is provided if the Card is valid and can be identified (i.e., the Card is not damaged, it is possible to scan/read the Card identification numbers).
- 21.7.2. The fee for the information provision is not applied.
- 21.7.3. After providing the information, the Card is returned to the Cardholder, unless there are suspicions that the Card was used for a criminal act or violating these terms and conditions.

22. The Card is not refundable or redeemable for cash.
23. After the last payment, when the Card balance is € 0.00 €, the Card can be taken from its holder.
24. It is not possible to use the Card to pay for tobacco and alcohol products or gambling services.
25. If the Card is used to pay for goods with prices higher than the denomination value of the Card, the Buyer may pay the difference. If the Card is used to pay for goods with prices lower than the denomination value of the Card, only the amount required to pay for the goods is charged from the Card.
26. If the Card is valid and has the required cash balance, it can be used for unlimited number of purchases.
27. The Partner has the right to refuse to accept the Card if it is damaged or it is impossible to scan/read the identification numbers.
28. If the Card was used to pay (partially or fully) for goods and these goods are being returned, the Partner (the shop for which the goods are being returned) has the right to return the money by transferring it to the Card within seven (7) days after the return of the goods.
29. If the Card is damaged but it is possible to identify it (scan/read the Card identification numbers), the Cardholder may use additional Card Distribution Services and replace the Card to a new one at the Card distribution points.
30. If the Card is damaged and it is not possible to identify it, such Card cannot be given back, the money for it cannot be returned and additional Card Distribution Services cannot be provided to the Cardholder (extension of Card validity and other services).
31. From the Card acquisition moment the Cardholder is personally responsible for the Card security. The Cardholder ensures that the Card identification data (numbers, graphical codes, etc.) will not become known to third parties who using these Card identification numbers could counterfeit the Card, take advantage of it and/or otherwise undermine the Cardholder's interests. The Cardholder, having become aware that his Card identification data may be known to third parties, must immediately use these Cards to purchase goods or services, replace the Card or apply to law enforcement authorities. After selling/giving the Card to the Cardholder (Buyer), the Distributor or Administrator will no longer be responsible for the security of the Card.
32. If the Cardholder violates these Terms and Conditions and/or participates in the Programme violating the laws of the Republic of Latvia and/or carries out activities that could be considered as intentional damage to the Distributor, Administrator, Partners, Card sellers or other participants of the Programme, its Card may be cancelled and the money will not be returned, new Cards may not be sold to this person and additional services, which are related to the Card Distribution, may not be provided to him and this person may be reported to law enforcement authorities.
33. These Card Distribution Terms and Conditions may be changed, and these changes must be published not later than 15 (fifteen) days before coming into force in the same way as these Terms and Conditions were primarily published.
34. Information about the Card is available online at <http://www.visit.kaunas.lt>, [www.geradovana.lt](http://www.geradovana.lt), by calling the „Gera dovana” (8 5) 205 2099 and at the Card Distribution Points.
35. In Kaunas there might be Partners that sell goods or services for which it is not possible to pay by Card. The list of these Partners is available at <http://www.visit.kaunas.lt>.
36. The Card may not be accepted if there are any suspicions that the Card is fake or damaged.
37. If the Card Distribution Programme is executed improperly, the Cardholder or other person concerned have the right to submit a written complaint to the Administrator at the following address: UAB „Gera dovana”, Pilaitės pr. 16, LT-04352, Vilnius, Lithuania. The Administrator must examine the claim within 30 (thirty) days and give the person concerned an answer at the Administrator's office, by post, by e-mail or in another agreed manner.