

# General Terms and Conditions MediaMarkt Gift Card

## 1. Scope of Application

The Gift Card is a debit card purchased in a MediaMarkt store or via the webshop. In the case of an online purchase, the Gift Card (for types "Standard" and "Photo") will be sent to the customer's chosen address. The customer must click on an activation link to activate the Gift Card. When purchasing a printable Gift Card online, it will be sent via email in PDF format and the Gift Card will be valid after approximately 15 minutes. The Gift Card can only be redeemed at a MediaMarkt store or in the webshop. The customer can use the Gift Card for the purchase of goods or services at MediaMarkt in accordance with the current General Terms and Conditions of Gift Cards. These Terms aim to precisely regulate the relationships between customers and MediaMarkt. The Gift Card holds no value until activated at the checkout or after activation by the customer via the activation link during an online purchase. It is only after activating the Gift Card (types "Standard" and "Photo") that it can be used. The printable Gift Card in PDF format is active or valid after approximately 15 minutes.

## 2. Conditions

1. The Gift Card is valid in all participating MediaMarkt stores and on the webshop.
2. The Gift Card is valid for one year after activation.
3. The Gift Card is transferable to third parties. When purchasing a Gift Card online, the customer can personalize it with their name, first name, text, or image. MediaMarkt is not responsible for its content. The customer agrees not to use images or text material for the order of a personalized gift card that infringes the rights of third parties, particularly copyright, trademarks, or personal rights, or that is contrary to applicable law, especially pornographic or racist content. Likewise, the customer agrees not to enter any offensive or defamatory content in the freely fillable text fields. The customer agrees to indemnify MediaMarkt fully against all claims from third parties regarding the material used by the customer and/or the text input by the customer and bears all resulting costs, including legal defense costs against such claims.
4. The amount stated on the Gift Card is in euros.
5. The amount on the Gift Card can be used fully or partially for a purchase.
6. The Gift Card, as well as any remaining balance, cannot be refunded under any circumstances, either in cash or in the form of a voucher. The Gift Card can only be used for purchases in MediaMarkt stores or on the web shop.
7. MediaMarkt disclaims all responsibility and cannot be held liable for losses or (indirect) damage that customers may have incurred due to theft or loss of the Gift Card before or after activation, nor for changes to the general terms and conditions. In the event of loss or theft, the Gift Card will not be replaced or refunded by MediaMarkt.
8. MediaMarkt reserves the right not to replace or refund any damaged card.
9. The amount on the Gift Card will not accrue interest.

10. MediaMarkt reserves the right to change the General Terms and Conditions of the Gift Cards at any time.

11. The current terms complete the General Sales Conditions. These General Sales Conditions also apply to the Gift Cards.

12. The right of withdrawal for an online purchase of a Gift Card is excluded, both for non-activated and already activated Gift Cards by the customer, as these can be personalized according to the specifications of the customer, including the amount, a name, text, and an image, and because it is a debit card.

13. The Gift Card is only valid in MediaMarkt stores in Belgium.

### 3. Applicable Law and Competent Court

Following the issuance or activation of a Gift Card, the customer accepts the General Terms and Conditions.

In the event of invalidity or unenforceability of any of the provisions of these General Terms and Conditions, this will not affect the other clauses and provisions, which will remain in full force.

Only Belgian law will apply to the rights, obligations, and offers relating to these General Terms and Conditions, as well as to the General Terms and Conditions themselves. The Courts of Brussels will have jurisdiction for disputes arising between the parties here from.