

MAXTON DESIGN GIFT CARD – RULES AND REGULATIONS

Glossary

1. The Issuer – Maxton Design, established in Wojnicz, ul. Podlesie 26, 32-830 Wojnicz, NIP 9930412115, REGON 123156155, the emitent of the Gift Card and the fulfiller of all orders paid for using the Gift Card;
2. The Store – www.maxtondesig.eu website owned by Maxton Design, in its 4 language versions: Polish, English, French, and German;
3. The Gift Card – an e-voucher, the worth of which is equal with its nominal value, issued for the holder, and allowing the User its usage in the Issuer’s Store; The Gift Card is issued by the Issuer in the form of a card with a code, or as a PDF file containing a code (E-Gift Card);
4. The Buyer – a natural or legal person, or an organizational entity that is not a legal person, possessing full legal capacity, that through placing an order in the Issuer’s Store has received the Gift Card in exchange for monetary funds;
5. The User – a possessor of the Gift Card;
6. The Products – the goods offered by the Store;
7. The Services – the services provided by the Store;
8. Card Activation – the issuing of the Gift Card allowing its usage.

§1. General provisions

1. The Issuer is obligated to issue the Gift Card to the Buyer and to accept it if the terms of these rules and regulations have been met.
2. The Buyer can receive the Gift Card in the form of a physical printout containing the double-sided card with a single-use code, or in the form of a PDF file containing a graphical layout with a code included. The Buyer can receive the Gift Card, in either form, by placing an order in the Store. The Issuer is obligated to issue a single-use accepted by the Store in the form of a gift voucher for a specified sum of money, and to fulfill the orders placed with the use of the Gift Card.
3. The Buyer is obligated to pay the sum of money specified by the Issuer and published in the Store. The payment is equal with the nominal value of the Gift Card. After the payment has been completed the Card Activation will occur in a way specified in point 4 below. The Gift Card cannot be purchased with another Gift Card or any other gift voucher.

4. Card Activation, in either from, means that after the Buyer's payment enters the Issuer's books, a single-use code is generated for the Buyer. The code allows the Buyer to make a purchase in the Store of o higher value than the nominal value of the Gift Card. Nominal values of all Gift Cards are specified in §2 point 9. The code generated by the Issuer in single-use, personal – tied to a given Gift Card and includes its nominal value.
5. The Gift Card's code does not stack up with any other promotional codes.
6. Using the Gift Card the Buyer can purchase Maxton Design products only, excluding shipping costs, and other costs not connected to the purchase of Maxton Design products.
7. The Buyer has the right to use the Gift Card after its Activation within the time of its validity, which is 12 moths from the date of issuing the code.
8. The monetary funds paid by the Buyer as specified in point 3 above, are owned by the Issuer with the moment of Card Activation.
9. The Gift Card can only be used in the Issuer's Store. The Gift Card cannot be used in the Issuer's dealers' stores.
10. The Gift Card cannot be exchanged for cash in part, or in its entirety. Its value cannot be reimbursed in part, or in its entirety.
11. The Gift Card has a form of an e-voucher. Transactions performed with the use of the Gift Card will be valid even if the Buyer obtains the Gift Card through ineligible means.
12. The Issuer is under no legal responsibility in the event that Gift Cards that have already been issued to Buyers have been lost or damaged.
13. The Gift Card is valid and usable for 12 months from its Activation, but not longer than the moment of its entire value being spent. After the period of 12 months the Gift Card is irrevocably invalid.
14. If the need to replace the Gift Card arises, and it is caused neither by the Issuer nor the Buyer, the Issuer will issue another Gift Card of nominal value equal with the nominal value of the initially generated one, and will deactivate the code of the damaged Gift Card.

§2. The rules of using the Gift Card

1. The Issuer accepts in the Store only activated Gift Cards still secured against falsification.
2. The monetary value of the Gift Card is equal with its nominal value.

3. With the moment when the Buyer concludes an agreement for sale of the Products or supply of the Services with the Issuer and with the use of the Gift Card, the entirety of the Gift Card's value will be written off, even if the Buyer has not spent its entire nominal value.
4. With the moment when funds assigned to the Gift Card decrease by the amount due to be paid to the Issuer, the Issuer is no longer liable in any way to the Buyer by way of the price of the sold Products or supplied Services in the monetary value assigned to the Gift Card.
5. With the moment when the Gift Card is used, the User loses the right to receive the funds remaining on the Gift Card if the value of the Products sold or Services supplied is lower than nominal value of the Gift Card.
6. The User is obligated to cover any costs of Products sold or Services supplied if their value exceeds nominal value of the Gift Card.
7. The User can use the Gift Card only a single time.
8. The maximum nominal value of the Gift Card is 1000€.
9. The Gift Card is issued in 6 different nominal values: 50€, 125€, 175€, 375€, 500€, and 1000€.
10. The information concerning the validity time and nominal value of the Gift Card can be obtained by the User by contacting the Issuer's sales department at sales@maxtondesign.eu or by otherwise contacting the Issuer.
11. By the Buyer's request and after the Gift Card's purchase has been verified, the Issuer is obligated to provide the Buyer with the information concerned with the validity time and nominal value of the Gift Card and any other information about the User and the usage of the Gift Card.
12. The Issuer can refuse to accept the Gift Card in the following circumstances:
 - a) if the validity time of the Gift Card has already passed,
 - b) if there is no technical capability to accept the Gift Card, and it is not caused by the Issuer, after 2 consecutive attempts to connect with the Issuer's systems,
 - c) if there has been damage to the Gift Card that prevents acceptance of the Gift Card and it has not been caused by the Issuer.

§3. Returning the Products or discounting

1. The provisions included in this paragraph apply only to returning the Products or discounting their prices resulting from the Issuer's acceptance of the complaint of the Product sold or Service supplied. The provisions included in this paragraph do not inhibit any consumer privileges guaranteed by the law.

2. Subject to the point 1 above, in the event of returning the Products purchased in the Store with the use of the Gift Card, the User will receive a new Gift Card of the nominal value equal with the value of the returned product or the discount. The new Gift Card will be valid for the next 12 months.

§4. Non-utilization of the Gift Card

1. If the monetary funds assigned to the Gift Card have not been spent by the time its validity ends, the User has no right to demand said funds to be returned.

2. In the event that the physical Gift Card is damaged within its validity time to the extent that it can no longer be used properly, meaning that the code becomes illegible, the User, given that they have presented a proof of purchase of the Gift Card can through contacting our sales department at sales@maxtondesign.eu receive a new physical Gift Card of the nominal value equal with the value of the initially purchased one, and the code of the damaged Gift Card will be deactivated. The issuing of the new Gift Card to the User will take place right away, according to the User's wishes included in the Gift Card's issue protocol. The validity time for the new Gift Card will be equal with the damaged Gift Card's validity time. The provisions included in this paragraph do not inhibit any consumer privileges guaranteed by the law.

§5. Final provisions

1. The Gift Card cannot be exchanged for cash, or any other monetary means. It can only be exchanged for another Gift Card of equal nominal value, or a Gift Card of higher value after an additional payment.

2. The issuing of the Gift Card is not subject to VAT withing the legislation force of the tax law. With the moment of issuing the Gift Card, the User receives from the Issuer a written quittance (requested no later than at the moment of issuing the Gift Card) which does not constitute a fiscal receipt or an accounting note.

3. The Gift Card withing the legislation force does not constitute a payment card or any sort of payment instrument.

4. The contents of these Rules and Regulations are available under the following address:
www.maxtondesign.eu/voucher.

5. The Issuer reserves all rights to introduce changes to these Rules and Regulations that might be caused by changes in the law, technical aspects of issuing and accepting Gift Cards, or to prevent abuses. All the changes take effect after 14 days from their introduction by the Issuer and after updating Rules and Regulations under the following address:
www.maxtondesign.eu/voucher.