

General Terms and Conditions of Sale and Use

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Preamble and definitions

The purpose of these General Terms and Conditions of Sale and Use (hereinafter the “Terms”) is to define the rules applicable to the sale of Experience Gifts, as well as their use. They are valid from 2nd December 2019 for any purchase and/or use made from this date.

Smartbox reserves the right to amend these Terms at any time, without prior notice. In case of amendment, the applicable Terms of Sale/Terms of Use shall be those in force on the date of purchase or use of the Experience Gift. All Smartbox Terms are available for download in PDF format under the “Terms and Conditions” section of the Website.

Any User/Buyer/Beneficiary declares that he has the legal capacity, to contract and use the Site according to the Site’s Terms.

Smartbox Group Ltd, (hereinafter, “Smartbox”), a company incorporated in Ireland, with registered office at Joyce’s Court, Block A, Talbot St, Dublin 1, D01 FV59, Ireland, registered in the Irish Companies Register under number 463103, issues and markets Experience Gifts, on behalf of its partners which provide the services offered in the Experience Gifts.

The terms defined, starting with a capital, both in plural and singular, shall have the following meaning in the Terms.

Purchaser: means a person who purchases an Experience Gift.

Beneficiary: means a person using the Experience Gift.

Experience Gifts: Experience Gifts are issued and marketed by Smartbox and enable the Beneficiary to access a Service of his/her choice from the list of Partners available and accessible on the Site.

The Experience Gifts are broken down into several formats: the “Gift Box”, the “E-Box”, the “Gift Card”, the “Preferential Packages”, the “Web Exclusive” and “Unique Experiences”:

The “**Gift Box**” is presented in physical format with a box which contains a Gift Voucher as well as a paper brochure presenting some of the Partners included in the offer of the corresponding Experience Gift offer (full list of Partners may be consulted on the Site). It could be either:

- a Gift Box allowing to directly select an experience among those proposed in this Gift Box or
- a Gift Box allowing the selection on the Site of one or more Experiential Gifts

The “**E-Box**” is an electronic version of the Gift Box.

The “**Gift Card**” is a new format of the Experience Gift and is only available in large supermarkets and/or in Smartbox stores with the exception of the Site.

The “**Preferential Packages**”, only presented in electronic format, offer unique Services at competitive prices and may be subject to restrictive conditions of use and/or availability. These are specified on the website describing the experience offered by the Partner.

“**Web Exclusives**”, only presented in electronic format, is only available for purchase on the Site.

The “**Unique Experiences**”, only presented in electronic format, correspond to a Service which is only valid with a single Service Provider, already determined in the offer.

The Experience Gifts are always accompanied by a Gift Voucher (see definition above).

The list of available Partners and Service Providers of the Experience Gifts is accessible directly on the Site.

Gift Voucher (also referred to as a “voucher”): may be presented:

- In physical format with the Gift Box, Gift Card or Web Exclusive “gift box” version;
- In electronic format with the E-box, Web Exclusive “e-box” version or Preferential Packages.

In all cases the Gift Voucher has no face value and makes it possible to benefit from the chosen Service in exchange for the Gift Voucher or to choose one or more Experience Gifts on the Website.

Cookies: means small files sent to the hard drive of the User’s computer in order to facilitate his/her browsing on the Site and to offer him/her the pages which best match his/her needs when he/she returns to the Site.

Personal data: means all information that makes it possible to identify, directly or indirectly, a natural person (surname, first name, email address, etc.).

Tourist package: means under Section 2(1) of the Package Holidays and Travel Trade Act 1995 (as amended by the European Union (Package Travel and Linked Travel Arrangements) Regulations 2019), a combination of at least two of the following types of travel services pre-arranged by the organiser when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation:

- (a) transport;
- (b) accommodation; and
- (c) other tourist services, not ancillary to transport or accommodation, accounting for a significant proportion of the package.

Partner: means the service provider selected by Smartbox that supplies the Service to the Beneficiary.

Party or Parties: means, depending on the context, the Purchaser and/or the Beneficiary and/or Smartbox.

Service: means the service offered by the Partner to the Beneficiary from the selection of offers contained in the corresponding Experience Gift. A Service is likely to contain several different and/or complementary activities (example: a dinner, cocktail, access to a spa, an overnight stay, breakfast and treatment).

Site: means the Smartbox website accessible under the URL www.smartbox.com/ie

User: Means the person who browses or connects to the Site, without necessarily being a Purchaser or a Beneficiary.

Online Sale/Purchase: means the purchase of an Experience Gift on the Site.

Sale/Purchase in a store: means the purchase of an Experience Gift at a retailer (actual Smartbox store) or distributor.

Section 1 - General Terms and Conditions of Sale (Terms of Sale) for online Purchases

The Purchaser should carefully read this Section 1, as well as Section 3 (General Provisions) of these General Terms and Conditions, also applicable to online Purchases.

Article 1.1: Process for placing orders and formation of the contract

The Purchaser may make his/her Experience Gift Purchases online via www.smartbox.com/ie

The procedure for placing orders on the Site includes, in particular, the following steps:

- The Purchaser selects one or more Experience Gifts on the Site;
- The Purchaser is then asked to choose the format of his/her Experience Gift as well as the method of delivery (only for physical boxes). The Purchaser will also have the option of entering a promotional code, if applicable;
- To continue his/her order, the Purchaser must:
 - either proceed with an order in “guest” mode, without having created an account, by completing the fields required for sending his/her order; or
 - proceed with an order by creating/connecting to his/her account by clicking on the link provided for such purpose.

The opening of an account automatically gives access to a personal space allowing the Purchaser to manage his/her orders, any Experience Gifts and/or Smartbox credits, his/her exchanges of Experience Gifts as well as personal information entered in his/her personal space. The Purchaser guarantees in this regard that all information that he/she provides to Smartbox will be accurate, up-to-date and not misleading. He/she undertakes to update this information through his/her personal space in case of changes. The Purchaser is informed and accepts that the information entered for the purpose of creating or updating his/her account shall constitute proof of his/her identity. Information entered by the Purchaser shall be binding on him/her from its validation.

The Purchaser also undertakes to ensure that the confidentiality of the personal login and password is maintained. Any intervention carried out with the Purchaser's login and password shall be deemed to have been carried out by him/her with the Purchaser remaining solely liable. The Purchaser therefore expressly

holds Smartbox harmless in the case of misuse or fraudulent use by third parties of elements of his/her identification and or his/her account. In case of loss, theft or any fraudulent use of his/her login details or passwords, the Purchaser must immediately inform Smartbox in order to obtain a replacement.

- Following the Purchaser's selection, a summary of all of the choices the Purchaser has made and total price of the selected Experience Gifts, contact details, any shipping costs and method of payment, will appear on his/her personal space and the Purchaser will be allowed to check the details of his/her order and make any necessary changes before the confirming his/her order.
- Confirmation of the order shall take place after acceptance of these Terms of Sale, effected by a box to be ticked in the registration form, and after a second click on the validation button provided for such purpose ("Validate and pay"). The sale will only be considered as final after acceptance of the means of payment used and receipt of the full price by Smartbox.

For payments by bank card, the contract shall only be finally concluded on acceptance of the payment by the bank.

In case of payment by Smartbox gift voucher, the contract shall be finally concluded on validation of the Smartbox gift voucher number and its activation code.

Smartbox reserves the right to cancel or to refuse any order from a Purchaser with whom there may exist a dispute regarding payment of a previous order which has remained unpaid, or in the case of suspicion by Smartbox of a fraudulent order being made by the Purchaser.

Upon final validation of the order, Smartbox will send an email order confirmation to the Purchaser including all relevant information regarding the said order. By printing and/or keeping this email, the Purchaser has a means of evidencing of his/her order. In the event of an E-box order, the Purchaser will automatically receive a copy of the gift voucher if he is not the Beneficiary thereof.

This email order confirmation must be kept by the Purchaser, and if applicable, sent to the Beneficiary. It will in fact be necessary and automatically requested by Smartbox as a means of proof of Purchase in the event of a problem of non-activation of the Experience Gift or exchange (see Section 2 - Article 2.1.1).

Article 1.2: Price and payment conditions

Article 1.2.1: Prices

The Experience Gifts prices, displayed on the Site, are those available on the date of the order.

The Experience Gifts are not subject to VAT.

For Gift Boxes, the shipping costs (– see Section 1 - Article 1.4.4) are not included in the price, unless expressly stated by Smartbox. These costs are therefore invoiced in addition and indicated prior to the final confirmation of the order. The shipping costs are subject to VAT.

Article 1.2.2: Payment Terms

At the Purchaser's option, the payment of the order may be made by bank card, PayPal, or by Smartbox leisure box cheque by using to the following methods:

- **By Card (Visa Card, Mastercard)** by indicating directly in the space provided for this purpose, the card number, expiry date, as well as its card verification value located on the back of the card. The total amount of the order shall be debited from the bank card on the day of the order. Smartbox reserves the right to suspend any processing of the order in the event of the bank's refusal to authorise the payment. The Site enables the

Purchaser to send his or her details in a secure and confidential manner at the time of the order (secure data entry using SSL encryption).

- **By PayPal:** this method of payment will be offered to the Purchaser only if he chooses to pay by bank card. He simply connects to his/her PayPal account if he/she has one, or creates a PayPal account according to the steps which will be explained to him/her.
- **By Smartbox Gift Card:** by selecting one of the Smartbox Gift Cards offered. The Purchaser then simply enters the code of his/her Smartbox Gift Card in the section indicated. The Smartbox Gift Card may be used once or several times within the limit of its value and possibly supplemented by a bank card. If the order amount is less than that of the Smartbox Gift Card, the remaining balance may be used up to the final date of validity indicated on the Smartbox Gift Card.
- **By Smartbox Open Value Voucher:** In order to make this payment, the Purchaser should enter the Smartbox voucher number in the box provided for this purpose directly online. Should it be necessary to pay an additional price owing to the fact that the order is of a value which exceeds the Smartbox voucher, the Purchaser may pay the difference by bank card or PayPal. However, if the order value is lower than the value of the Smartbox voucher, the Purchaser please note that no credit will be issued.

Article 1.2.3: Security of payments

In order to protect the Purchaser and Smartbox against any fraudulent practice, the Experience Gift orders are subject to regular controls. In the context of this procedure, Smartbox may have to suspend processing an order and contact the Purchaser or Beneficiary to obtain the proof required to release the order: proof of residence, identity or bank. This proof must correspond to delivery and invoicing details entered at the time of the order, as well as, if applicable, the details of the bearer of the payment card used.

For an order which presents a delivery address which differs from the invoicing address, Smartbox may have to make contact with both persons mentioned, namely, the person indicated in the invoicing address and the person indicated in the delivery address.

Information obtained in this context may be subject to automated data processing, whose purpose is to define a level of security of transactions and to prevent credit card fraud.

This proof may be requested by email, post or telephone. The order may be cancelled if such proof is not sent.

Article 1.3: Right of Cancellation

Pursuant to the provisions of the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013, the Purchaser has, , the right to cancel his/her online Purchases within fourteen (14) calendar days from the date on which you acquire physical possession of the goods, without having to provide a reason or to pay penalties. This right to cancel does not apply to Purchases in Stores or to online Purchases made using a Smartbox credit generated following an exchange.

The Purchaser may exercise his/her right to cancel by:

- downloading the following cancellation form: Download the cancellation form and send it, duly completed and signed, by email to retractation@smartbox.com or by regular post to Smartbox Group Ltd – Cancellation – Joyce’s Court, Block A, Talbot St, D01 FV59, Dublin 1, Ireland;
- sending an email to info-ireland@smartbox.com or letter by post to the above addresses, in order to inform Smartbox of his/her clear and unambiguous decision to cancel his/her online Purchase; or
- going to [Contact Us](#) the Site, and by selecting the “Cancel my order” option from the pull-down menu.

In all cases, the Purchaser will not have to return the Experience Gift by Post, and must provide the following information:

- His or her contact details (surname and first name);
- Order number (e.g.: SFRCOF15021659064);
- The name of the Experience Gift concerned;
- The Gift Voucher No concerned;
- The confirmation code (3 figures at bottom right of the Voucher).

Once the order cancellation request has been received by Smartbox, it will send the Purchaser an acknowledgement of receipt of his/her cancellation by email

Any cancellation made in accordance with the conditions of this term will give rise to the full reimbursement of the sums paid, including the corresponding standard delivery costs, within fourteen (14) days from the date on which the Purchaser informs Smartbox of his/her decision to cancel.

Reimbursement shall take place (at no expense to the Purchaser) using the means of payment used for the initial transaction, unless the Purchaser gives his/her prior and express approval to another means of reimbursement.

Once the Purchaser has used his/her right to cancel, the Experience Gift may no longer be used.

Article 1.4: Delivery

Article 1.4.1: Availability of Experience Gifts

Due to the limited hosting capacities of Partners and to the limited period of validity, Experience Gifts are produced in limited quantities.

In the event of a temporary or definitive stock shortage, the Purchaser shall be informed of this and the order will not continue in this format.

Article 1.4.2: Place of delivery

Smartbox ships the Gift Boxes only in the Republic of Ireland and Northern Ireland

The Gift Boxes are delivered to the address provided by the Purchaser at the time of his/her online Purchase. Smartbox cannot be held liable for any error made by the Purchaser in respect of the address provided, or for the unavailability of the recipient of the Gift Box at the time of delivery. The Purchaser may nevertheless contact Smartbox according to the conditions specified in Section 3 - Article 3.1 below.

Article 1.4.3: Delivery Method and delivery deadline of Gift Boxes

The maximum delivery deadline is 30 business days from order confirmation

The Purchaser will receive an email confirming the shipping of his/her order, indicating the carrier's tracking number, for the purposes of monitoring the transport of his/her order.

The delivery may be made according to the option chosen by the Purchaser at the time of his/her order.

For information purposes, from receipt of the shipping confirmation email, the average shipping period and cost, is estimated as follows:

1. Next Day Delivery: for all orders received before 12.30 pm each day - €7 excluding VAT
2. An Post tracked delivery 1 to 2 days for all orders received before 12.30 pm each day - €5 excluding VAT

*The E-boxes are delivered by email and are not subject to any additional shipping costs

Article 1.4.4: Complaints to be made to the carrier for damage or missing items

All Gift Boxes delivered must be carefully inspected by the recipient. If the Gift Boxes are damaged or have missing items, the recipient must report this in writing directly on the delivery note.

The Purchaser must also indicate and provide evidence to the carrier, by registered letter, within 72 working hours from receipt of the disputed order.

If there are no complaints made within this period, the order shall be deemed to have been delivered in good condition and may not be subsequently disputed with Smartbox, subject to the Purchaser exercising the legal conformity and latent defects guarantee.

In the event that the Purchaser notices that the Gift Box delivered does not conform with the Gift Box purchased online, he or she must contact the Smartbox Customer Services (see Section 3 - Article 3.1).

Section 2 - General Terms and Conditions of Use (Terms of Use)

Article 2.1: Conditions of Use of Experience Gifts

Article 2.1.1: Activation of Experience Gifts:

Experience Gifts are activated at the time of payment. An Experience Gift may not be used if it has not been activated. In the event of an activation problem, proof of purchase of the Experience Gift (order confirmation email or sales receipt) must be submitted to Smartbox in order to ensure activation.

Article 2.1.2: Creation of a Beneficiary Account - Guarantee against Loss and Theft:

Smartbox offers each Beneficiary of Experience Gifts the possibility to be guaranteed free of charge against the loss or theft of his/her Gift Voucher. In order to benefit from this guarantee, the Beneficiary must a personal account on the Site and register this Gift Voucher number. In the event of loss or theft of this physical Gift Voucher, and on condition that the latter has not been used in the meantime, the Beneficiary may call Smartbox Customer Service and request that the lost or stolen Gift Voucher be exchanged for another E-box of an equal amount to the purchase price of the lost or stolen Gift Box, and with no processing costs. **Note:** If the lost or stolen Gift Voucher has been used before the request for exchange, no exchange will then be possible.

In order to avoid any fraudulent use, the Beneficiary should take any necessary measures to preserve and protect the confirmation code and identification number (entered on the Gift Voucher and appearing on the back of the Gift Box).

Furthermore, the registration of the Voucher on the personal account will enable Smartbox to send the Beneficiary regular information regarding the Partners contained in the Experience Gift (see Article 2.1.3 below).

Article 2.1.3: Partners' offers

The Gift Voucher gives the right to different services from one Partner to the next, it being possible to make the reservation either directly with the Partner or online.

The Gift Voucher is only valid for a single Service to be chosen from those offered with the Experience Gift (**see full list of Partners on the Site**), with the exception of Unique Experiences for which the Service Provider and Service are already defined at the time of the purchase.

The content of the Services and the list of Partners corresponding to the Experience Gift are subject to change, and the list of Partners and Services offered are updated regularly on the Site (see Article 2.1.4 below)

Furthermore, please note that the photographs and editorial content presented in the Experience Gifts are not contractual and are likely to change. Any reproduction in full or in part is prohibited.

Please also note that the Partner is still liable for the performance of the Service, with Smartbox being liable to the extent permitted by law. If applicable, Smartbox shall nevertheless make its best efforts to attempt to find an amicable solution to the dispute between the Beneficiary and the Service Provider.

Notwithstanding the above, and only with regard to tourism package holidays and stays (see Section 2 - Article 2.4.2) Smartbox shall be liable in the event of breach of contract in performing the said Services, such that the Beneficiary shall be entitled to approach Smartbox and/or the defaulting Service Provider in case of problems related to the performance of the Service.

Article 2.1.4: Availability and issue of Partners' offers:

As Smartbox cannot guarantee the continued availability of Partner offers selected by the Beneficiary, it is strongly recommended that the Beneficiary goes to the Site as soon as possible and consults the list of Partners in order to select his/her choice and to quickly reserve his/her Service.

Subject to any information to the contrary on the Partner's page, the Gift Voucher is valid every day of the week, including weekends (depending on availability and the Partner's days and times of opening).

Provision of the selected Service will only be possible on presentation of the following:

- For Stays: the confirmation email of the reservation + the original Gift Voucher;
- For any other activity (well-being, adventure, gastronomy, etc.): the original Gift Voucher (or Pass).

Aside from the online reservation, the service will be provided after the Partner has checked the status of the Gift Voucher.

Article 2.1.5: Service Providers' Insurance:

The Partners selected by Smartbox have declared to Smartbox that they are covered by professional third-party liability insurance for amounts deemed to be sufficient in view of the supply of Services and that they have all the authorisations and certificates to allow them to exercise their activity in a lawful manner in compliance with applicable legal provisions and regulations.

The Beneficiary should always check whether he himself or she herself is covered by sufficient insurance in order to participate in certain high-risk sporting activities offered by Partners. The Beneficiary is reminded that even if Services are provided under good safety conditions, he/she should not disregard basic rules of caution for sporting activities, in particular high-risk sporting activities. The Beneficiary shall consequently accept the risk of engaging in such high-risk activities.

Article 2.1.6: Gastronomy and Alcohol:

The Beneficiary shall be informed if the Service included in an Experience Gift consists of a meal for which the menu has been previously agreed between the Partner and Smartbox. Unless otherwise indicated, the Beneficiary will not be able to choose his/her meal freely from the Partner's à la carte menu.

Please note that under the provisions of Section 32 of the Intoxicating Liquor Act 1988 (as amended), the sale of alcoholic drinks to persons under the age of 18 years is prohibited. Any Services that include the supply of alcoholic drinks will not be available to any persons under the age of 18. Excessive consumption of alcohol is harmful to your health. It must be consumed in moderation.

Article 2.2: Period of validity of Experience Gifts

Note: For reasons linked to electronic data retention, Smartbox reserves the right, to retain personal data obtained in connection with the provision of the services after the expiry date of the Services included in the Gift Boxes/E-Boxes to delete from its databases the numbers of Gift vouchers or credits linked to these Gift Boxes/E-Boxes. It is still possible to exchange the Gift Voucher in the event that data may have been deleted, subject to the despatch of the original Gift Voucher by post to the Customer Service accompanied by an exchange request.

In order to be informed of the exchange terms and conditions of Gift Boxes or E-Boxes, Smartbox recommends that Beneficiaries consult the general terms and conditions of sale applicable at the time of their sale and purchase on the Site by clicking on the button “general information” and “General Terms and Conditions of Sale”.]

The Gift Boxes/E-Boxes may have different validity periods or conditions depending on the collection to which they belong and their category. In this regard, Smartbox reserves the right to supplement and / or modify the list of Experimental Gifts or to cease their distribution at any time and at its sole discretion. **Article 2.2.1: Collection Marketed between 1st September 2018 and 31st August 2019**

Irish Gift Boxes or E-Boxes marketed between 1 September 2018 and 31st August 2019 marked with the following information:



All Gift Boxes/E-Boxes have a **two year** term of validity from their date of purchase.

Article 2.2.2: Collection from 1st September 2019

Irish Gift Boxes or E-Boxes available from 1st September 2019

These Gift Boxes/E-Boxes shall be marked with the following information:



For more information on these terms and conditions of exchange, please see Article 3 below.

Article 2.2.3: Vouchers Purchased from the 2nd December 2019

In accordance with the Consumer Protection (Gift Voucher) Act 2019, any Gift Box/E-Box purchased from the 2nd of December 2019 shall have a validity period of 5 years.

Article 3: Exchange procedure

For information on the exchange conditions applicable to the Gift Box/E-Box, the Beneficiary should refer to the general terms and conditions of sale applicable at the time of purchase of his/her Gift Box/E-Box. These conditions are available on <https://www.smartbox.com/ie/terms-and-conditions/>.

In all cases, the exchange applies only to Gift Boxes/E-Boxes where a **Gift Voucher has not been used**.

The Gift Box/E-Box is non-refundable, save in circumstances where the right of withdrawal is being exercised

Exchanges are always made in terms of the purchase value of the Gift Box/E-Box to be exchanged, namely in terms of the price actually paid by the Purchaser, after any reduction or rebate.

With the exception of Gift Boxes in their second definition, the Beneficiary has the right to exchange for a Gift Box/E-Box of a higher value than that purchase, subject to him/her paying the price supplement on the Site.

This exchange shall allow him/her to benefit from a new Experience Gift for which the validity period shall be identical to the remaining validity period of the original Experience Gift. In the event that the Beneficiary wishes to extend this period of validity, it will be possible to do so by following the conditions outlined in Article 2.4 below.

	Experience Gifts, excluding Gift Boxes in their second definition	Experience Gifts, excluding Gift Boxes in their second definition, where the validity date* has been exceeded by up to 6 months
Exchange on Site	Exchange possible <u>and free of charge for an E-Box</u> the value of which is an amount equal to the purchase value following any reduction or rebate.	Exchange possible for up to 6 months following the expiry date for an E-Box the value of which is <u>equal</u> to or <u>less than</u> the purchase value following any reduction or rebate. This exchange <u>is subject to a fee of €15.</u>
Exchange through Customer Services	Exchange possible for an E-Box the value of which is an amount equal to the purchase value of the Gift Box or E-Box following any reduction or rebate.	Exchange possible up to six months following the expiry date for an E-Box whose value is equal to the purchase value of the Gift Box or E-Box following any reduction or rebate. This exchange <u>is subject to a fee of €15.</u>

	This exchange <u>is subject to a fee of €10.</u>	
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For reservations made by the Customer Services by telephone, the processing fees will be invoiced and subject to VAT

Smartbox also offers Beneficiaries the option of exchanging their Experience Gift, irrespective of the chosen method of exchange, for a Gift Box (physical), subject to the payment of €10.

Note: For further information on the exchange of Gift Cards please refer to the General Terms and Conditions of Use accessible on our website under the "Legal Notices" section. <https://www.smartbox.com/ie/terms-and-conditions>

Article 2.4: Renewal

With the exception of Gift Boxes in their second definition, Experience gifts are renewable, during their period of validity, except discontinuance as indicated above in Article 2.2.

With the exception of Experience Gifts from the 2018 Collection for which it is specifically indicated " free renewal", renewal is subject to a fee of 15 € including VAT for any Gift of Experience purchased as from September 1, 2019. These costs are subject to change. The Beneficiary is invited to consult the Site to find out the amount on the day of the desired renewal. In addition, the renewal of other Gifts of Experiences may be subject to the payment of an additional price if the Gift of Experiences object of the renewal has, since its date of purchase, experienced a price increase. The Purchaser or the Beneficiary wishing to renew his Gift of Experiences must then pay the difference between the purchase price of the Gift of Experiences (including the purchase value after reduction or possible discount) and the new price of the Gift of Experiences.

If the Buyer or the Beneficiary does not wish to renew his Gift of Experiences by paying this difference in price, it will then be possible for him to proceed with an "exchange" of his Gift of Experiences, under the conditions described in Article 2.3. above of these Terms and Conditions.

Article 2.5: Online reservation of holidays and tourist packages

Article 2.5.1 Reservation of holidays and cancellation

Holiday reservations may be made, depending on the selected Partner, either directly with the Partner or via the [e-Resa booking system offered by Smartbox.] In order to benefit from this reservation system, the Beneficiary must first have created a personal account and registered his/her Gift Cheque.

To consult the reservation conditions online, the Beneficiary is requested go to the section on the Site: [http://www. https://www.smartbox.com/ie/terms-and-conditions/](http://www.https://www.smartbox.com/ie/terms-and-conditions/) [

Article 2.5.2 Tour Packages

The European Directive 2015/2302 of the European Parliament and Council of 25 November 2015 on Package Tours and related Travel Services may affect certain Services.

If this is the case, the Beneficiary shall be informed thereof, prior to validating his/her online reservation.

Section 3 - Common provisions of the Terms of Sale (online and in store) and the Terms of Use

Article 3.1: Customer Service - Claims

Any other request for information and clarification regarding, in particular, the purchase, reimbursement, exchange or operation of Experience Gifts, must be sent by post to Smartbox Group Ltd – Customer Service – Joyce’s Court, Block A, Talbot St, D01 FV59, Ireland; or via our Site by referring to the “Help” section.

Article 3.2: Legal compliance and hidden defect guarantees

Within the scope of deliveries of Experience Gifts, Smartbox is liable for the legal guarantee of compliance and hidden defects (provided for in the Liability for Defective Products Act 1991 (as amended)).

Within the scope of the performance of Services, it is acknowledged that **Smartbox acts as an agent representative and intermediary** by offering Beneficiaries Experience Gifts in order to benefit from one of the Services contained in the Experience Gift. Its liability is therefore limited to its status as an agent, with the Partner remaining solely liable for the smooth performance and compliance of its Service, excluding Tourist Packages.

In the framework of legal compliance and hidden defect guarantees, the Purchaser and the Beneficiary are reminded that they benefit from the following legal guarantees:

Legal compliance guarantee:

If the products or services are not compliant (for example if they do not correspond to the description given on the site or in the order), the Purchaser/Beneficiary shall have a period of two years from the issue of the Experience Gift or the Service to contact:

- **For Experience Gifts:** the Smartbox Customer Service by email ("Contact Us" section (smartbox.com/contacts/) of the Site) stating his/her contact details (surname and first name), order number (e.g.: SFRCOF15021659064), the number of the Experience Gift concerned, the number of the Gift Voucher concerned, as well as the confirmation code (3 figures at bottom right of the Pass). Subject to availability, Smartbox will then replace the non-compliant Experience Gift. However, if Smartbox is unable to provide this replacement within thirty (30) days, the Purchaser may:

- request the full reimbursement of the non-compliant Experience Gift, or;
- keep the non-compliant Experience Gift and request a reduction of part of the price, which will be determined on a case-by-case basis.

The Purchaser shall be exempt from providing proof of existence of the lack of conformity of the Experience Gift for twenty-four (24) months following its delivery, subject to proving confirmation of the Purchase.

- **For the Services:** the Beneficiary must contact directly the Service Provider concerned, which is solely responsible for the smooth performance and compliance of its Service, excluding Tourist Packages.

This legal guarantee of compliance applies irrespective of any commercial guarantee that may have been signed, as well as the nature of the product.

Legal guarantee against hidden defects:

If the Experience Gift proves to be affected by a hidden defect, Smartbox would be legally obliged to make good

Article 3.3: Privacy Statement

Article 3.1 Data Protection

Smartbox will collect and process certain Personal Data from and about Users, Buyers and Beneficiaries submitted through the Site and through the sale of Experience Gifts. For further information on how Smartbox processes this personal data please read the Smartbox Privacy Statement available on the Site <https://www.smartbox.com/ie/privacy-policy>.

Article 3.2 – Cookies

For further information on the use of Cookies, the User, Purchaser and Beneficiary are expressly requested to read the Smartbox Cookies Policy available on the Site <https://www.smartbox.com/ie/cookie-policy>.

Article 3.4: Intellectual property

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Article 3.5: Severability

The fact that Smartbox does not enforce one of the clauses of these General Terms and Conditions may not be interpreted as renunciation on the part of Smartbox to subsequently avail itself of any one of the said conditions.

Should provision or part provision of the Terms of Sale and/or the Terms of Use be declared invalid, illegal or enforceable, the validity and enforceability of the other provisions shall not be affected.

Article 3.6: Applicable law and settlement of disputes

These General Terms and Conditions and the contract entered into at the time of placing an Experience Gift order, including matters affecting their validity, interpretation, performance or cancellation, shall be subject to Irish law. In the event of any disputes, the Parties undertake, prior to taking any legal action, to jointly seek, in good faith, an amicable solution within a period of thirty (30) days. Any claim will therefore first be made in writing to the Smartbox Customer Service by completing the form available on the Site or by contacting Smartbox, with

supporting documentation, at the following address: Smartbox Group Limited - Service Client - Joyce's Court, Block A, Talbot St, Dublin 1, D01 FV59, Ireland.

The Purchaser and the Beneficiary are informed that they may also lodge a claim with the European Online Dispute Resolution Platform accessible at the following URL address:
<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&reload=false>

If no amicable agreement can be reached, the dispute will then be subject to the exclusive competence of the court of the jurisdiction in which the Purchaser or the Beneficiary has his/her domicile or normal residence, subject to mandatory rules of procedure to the contrary.