**Rules and conditions for the distribution of gift cards of the CUP shopping centre**

1. These rules are valid since 09-10-2023.
2. This document sets out the rules and conditions of the gift cards (hereinafter – the Card) distributed by the CUP shopping centre (located at Upės g. 9, Vilnius).
3. By purchasing the Card, the Buyer agrees to these rules and conditions for the use of the Card. The Buyer, after purchasing the Card and subsequently transferring that Card to another person, shall undertake to inform that other person (the future Cardholder) about these rulesand conditions for the distribution of Cards.
4. Prosperitas Baltica, UAB (hereinafter – the Distributor) operates the Card Distribution Programme, whereby natural and legal persons (hereinafter – the Buyers) may make a prepayment and receive the Card confirming that payment, which they may then use to pay for purchases at outlets in the CUP shopping centre that are marked with a special sign or information (hereinafter – the Partners), to receive other additional services or perform related functions in connection with the distribution of Cards (hereinafter – the Card Distribution Programme).
5. UAB "Gera Dovana" (hereinafter – the Administrator), in accordance with the contract concluded with the Distributor, administers the Distributor's Card Distribution Programme: organises the distribution of Cards, organises the provision of additional services related to the distribution of Cards to persons holding the Card (hereinafter – Cardholders), and acts as a mediator for the settlement of payments related to the Card Distribution Programme. The Administrator shall act on behalf of the Distributor.
6. Cards shall be sold to Buyers and additional services related to the distribution of Cards to Cardholders shall be provided by a company with a dedicated customer service location (hereinafter – the Card Distribution Location) and operating under an agreement concluded with the Distributor and the Administrator (hereinafter – the Card Vendor). The Card Vendor shall act on behalf of the Distributor.
7. The Card means a special card or other durable medium with the Card information, which confirms the fact of the Buyer's prepayment and entitles the Cardholder to purchase goods or services sold by the Partner. The Card is reusable, i.e. the amount of money contained therein can be used several times at different Partners.
8. The Card shall contain and/or record the following information: the name of the Card, the identification numbers of the Card (represented by digits, graphic codes), other information necessary to properly inform the Buyer and to perform the functions of the Card.
9. The Card may contain and/or record the following information: the value of the Card (denomination), the Card's start and expiry dates. If this information is not indicated on the Card, it can be obtained free of charge at the Card Distribution Location.
10. The Card's start date is the same as the Card's sale date.
11. The Card can be obtained online at [www.geradovana.lt](http://www.geradovana.lt) and at Card distribution locations. Information on the Card distribution locations is available on the Distributor's website [www.cup.lt](http://www.cup.lt).
12. When purchasing the Card online and selecting email delivery, a reusable gift coupon will be sent to the Buyer. A reusable gift coupon purchased online, which is still valid and unused, may be exchanged for the Card free of charge at the Card distribution location at the request of the Buyer/Cardholder.
13. Self-service – the website <https://www.geradovana.lt/dovanu-cekiu-savitarna> where the Cardholder can check the balance and validity of the Card by entering the required identification data.
14. The Card QR code – a two-dimensional grid of black dots on a white background on the Card, which, when you point your mobile device equipped with a special app (the free downloadable app "QR code reader") at the Card QR code and scan the Card's QR code, shows the balance on the Card and the expiry date of the Card.
15. A newly purchased Card is valid for 6 (six) months from the date of purchase. In exceptional cases (promotions, etc.), longer validity Cards may be issued.
16. With regard to the privacy of the Cardholder, information about the Cardholder shall not be collected, used for promotional purposes without the consent of the Cardholder, or passed on to third parties.
17. Cards are sold/issued in a denomination of the buyer's choice, with a value of €0.01, from a minimum denomination of €10 to a maximum denomination of €500. In exceptional cases (promotions, etc.), the Cards may be issued in other non-standard denominations.
18. Payment for the purchase of the Card and for additional services related to the distribution of Cards may be made in cash or by prepayment by wire transfer (if the Card Distribution Location has the facility to accept payment by wire transfer) or by any other means available at the Card Distribution Location. The payment methods for the sale of Cards and additional services related to the distribution of Cards at the Card Distribution Location may not be the same as the payment methods in place for other goods or services (e.g., Cards may not be accepted for payment by bank card or similar).
19. No VAT invoice will be issued for the purchase of the Card(s). If the Buyer so requests, the Deed of Acceptance-Transfer of Cards shall be issued. We can issue VAT invoices no later than the 4th of the following month. For example, if the purchase is made on 13 January 2023, we may issue a VAT invoice up to and including 4 February 2023.
20. The Cardholder may use the following **additional services related** **to the** **distribution of Cards**:
    1. **Extension of the Card validity term**. The service is available at the Card distribution locations by presenting the Card as follows:
       1. The validity term may be extended for the Card that is unused or under-used but has already expired and no more than 12 (twelve) months have passed since its sale.
       2. The Card may be renewed for an additional period of up to six (6) months from the date of renewal, but not exceeding twelve (12) months from the date of sale of the Card.
       3. The Cardholder shall be charged €1.45 for each renewal of the Card.
       4. The Card shall not be withdrawn from the Cardholder upon renewal of the Card.
       5. Only the unused balance of the Card shall be renewed.
       6. After 12 (twelve) months from the purchase of the Card, the unused balance of the Card shall be forfeited and the Card shall be cancelled and may no longer be used.
    2. **Card replacement**: when the Card is damaged but identifiable or simply requested by the rightful Cardholder. The service is provided as follows:
       1. The service is provided after presenting a valid, unused or underused Card.
       2. The Cardholder shall be charged €1.45 per every Card change.
       3. When the Card is replaced, it is taken away from the Cardholder (its validity is permanently suspended) and a new Card is issued in its place.
       4. The validity of the newly issued Card remains unchanged and the denomination (value) is equal to the amount that has not yet been used for purchases.
       5. Changes to the Card may result in changes to the identification numbers and the Card type.
       6. A one-off fee may apply for a newly issued Card.
    3. **Providing the Card information**: the Cardholder can present his/her existing Card at the Card Distribution Location, Self-Service Facility or shop to obtain information about its validity, unused balance, etc. The service is provided in the following manner:
       1. The service is provided when the Card is valid and identifiable (the Card is intact and the Card's identification numbers can be read/scanned).
       2. There is no fee for providing information.
       3. Once the information has been provided, the Card shall be returned to the Cardholder, unless there is a suspicion that the Card has been used for a criminal offence or in breach of these Rules.
21. The Card shall not be refundable or redeemable for cash.
22. After the last payment, when the Card balance is €0.00, the Card may be withdrawn from the Cardholder.
23. The Card cannot be used to pay for tobacco, alcohol and gambling services.
24. If the price of the item(s) paid for with the Card is higher than the face value of the Card, the buyer may pay the missing amount in addition.
25. If the price of the item(s) paid for with the Card is less than the face value of the Card, only the amount required to pay for the item(s) will be debited from the Card.
26. As long as the Card is valid and has the required balance, you can use it to pay for purchases an unlimited number of times.
27. The Partner has the right not to accept the Card for payment if the Card is damaged or if the Card identification number cannot be read/scanned.
28. In the event of a return of goods that have been paid for (in whole or in part) by the Card, the Partner (the store to which the goods are returned) shall be entitled to refund the amount of money that has been paid by the Card to the Customer also by the Card within 7 (seven) days from the return of the goods.
29. If the Card is damaged but can be identified (the Card's identification numbers can be read/scanned), the Cardholder can use the Card's additional services to exchange the Card for a new one by presenting the Card at the Card Distribution Location.
30. If the Card is damaged and cannot be identified, it will not be accepted for return, refunded or eligible for additional Card services (the Card renewal and other services).
31. From the moment the Card is purchased, the Cardholder is personally responsible for the security of the Card. The Cardholder shall ensure that the identification data of the Card (Card numbers, graphic codes, etc.) shall not become known to third parties (who, by using the identification numbers of someone else's Card, could counterfeit the Card, make use of the Card, and/or otherwise harm the Cardholder's interests). If the Cardholder becomes aware that his/her Card's identification details may be known to third parties, he/she must immediately use these Cards for payment purposes, or make a change to his/her Card, or contact the law enforcement authorities. From the moment the Card is sold/presented to the Cardholder (Buyer), the Distributor or the Administrator shall no longer be responsible for the security of the Card.
32. If the Cardholder has violated these Rules and/or participated in the Programme in violation of the laws of the Republic of Lithuania and/or engaged in any activity that may be deemed to be intentionally harmful to the Distributor, the Administrator, the Partners, the Card Vendors, the other Cardholders or other Programme Participants, the Cardholder's Card may be cancelled and the money will not be refunded, the Cardholder may be denied the right to buy new Cards or to receive any additional services in connection with the distribution of the Card, and the person's actions may be reported to law enforcement authorities.
33. These rules and conditions for the distribution of the Cards may be amended by giving at least 15 days' notice in the same manner as these rules were published.
34. Information about the Cards is available online at www.cup.lt, www.geradovana.lt, by calling the CUP shopping centre at +370 650 38853 or Gera dovana at (8 5) 205 2099, and at the Cards distribution locations.
35. There may be Partners in the CUP shopping centre whose goods or services cannot be paid for in full or in part by the Card. A list of such Partners is available at [www.cup.lt](http://www.cup.lt).
36. The Card may not be accepted as a means of payment if it is suspected that the Card is counterfeit or damaged.
37. The Cardholder or any other interested person shall have the right to submit a written complaint to the Administrator at UAB "Gera dovana", J. Jasinskio g. 16A, LT-03163, Vilnius, Lithuania. The Administrator shall examine the complaint within 30 days and shall provide the interested person with a reply at the Administrator's registered office, by post, e-mail or any other agreed method.