

TERMS AND CONDITIONS ON JOIN UP BALTIC GIFT CARD PURCHASE AND USE

1. DEFINITIONS

Gift Card – non-personalized, non-renewable, special form, card, or other medium with a unique identification number, which can be used as a non-cash payment instrument and which gives the Gift Card buyer and/or the Gift Card User the right to pay for SIA Join Up Baltic, unified registration number 50203351701 (hereinafter referred to as – **Join Up Baltic**), travel services.

Validity period – the period during which it is possible to pay for Join Up Baltic organized travel services using the Gift Card. The Gift Card is valid for 6 (six) months from the date of payment of the Nominal Value in full amount. The expiration date is indicated on the Gift Card.

User – Any person in possession of a non-personalized Gift Card is considered a Gift Card User. Also, a natural person who uses the Gift Card when paying for the Join Up Baltic travel service.

Nominal Value – value in *euro* indicated on the Gift Card, which the Buyer pays to Join Up Baltic at the time of purchase of the Gift Card. The Nominal Value shall be chosen by the Buyer when purchasing it, considering Clause 3.4. of these Terms and Conditions.

Terms and Conditions – these Terms and Conditions of Purchase and Use of the Gift Card, which are binding to all Buyers and Users of the Gift Card.

Buyer – a natural or legal person who purchases the Gift Card(s).

2. GENERAL PROVISIONS

- 2.1. The Terms and Conditions determine the procedure of purchase and use of the Gift Card sold by Join Up Baltic. The Terms and Conditions are binding to all Gift Card Buyers and Users.
- 2.2. By purchasing a Gift Card, the Buyer agrees on these Terms and Conditions.
- 2.3. The following information must be indicated on the Gift Card: Gift Card identification number (displayed with numbers, letters and/or graphic codes), Gift Card Nominal Value, Validity period, other information necessary to inform the Buyer properly and to perform the Gift Card functions.
- 2.4. The Gift Card is valid and usable from the moment it is issued to the Buyer/the User and the Buyer has paid its Nominal Value in full.
- 2.5. By purchasing/acquiring a Gift Card, the Buyer/the User confirms that the Buyer/the User has read the laws of the Republic of Latvia on money laundering prevention and understands that Join Up Baltic has the right to report to the competent public authorities and has the right to request the identification of the Buyer and/or User in case there is a reason for Join Up Baltic to believe that the Buyer and/or the User intends to perform or has performed a suspicious financial transaction.
- 2.6. Considering the Gift Card Buyer's/User's privacy, information about the Buyer/User is not collected, however, such information may be requested if it is required by regulatory enactments, and the User/Buyer is obliged to provide such.

3. PURCHASE OF THE GIFT CARD

- 3.1. The Gift Card can only be purchased at Join Up Baltic travel shops. The locations and addresses of Join Up travel shops can be found on the website www.joinup.lv.

- 3.2. At the time of purchase of the Gift Card, the Buyer must pay a fee equivalent to the full Nominal Value of the Gift Card.
- 3.3. Payment for the Gift Card must be made in cash, by payment card or by non-cash transfer to Join Up Baltic current account according to issued invoice. Payment for the Gift Card cannot be made with other gift cards, checks, etc. After the payment for the Gift Card purchase proceeded, the Gift Card is issued in Join Up Baltic travel shop to the Buyer/User in person.
- 3.4. The minimal Nominal Value of the Gift Card is EUR 25.00 (twenty-five euro, 00 cents) euros.
- 3.5. The Buyer must check the information indicated on the Gift Card immediately after receiving it, incl. Nominal Value. If the Buyer finds discrepancies, the Buyer is obliged to immediately notify Join Up Baltic representative. In the event of a dispute of the Nominal Value of the respective Gift Card, the amount indicated in the Gift Card purchase and payment order shall prevail.
- 3.6. The Buyer must keep a document confirming the payment transaction on the Gift Card purchase, i.e., a cash register receipt or a payment order, which is the only proof of the Gift Card purchase.
- 3.7. The purchase of a Gift Card or its receipt confirms that the Buyer/the User has read the Terms and Conditions, fully agrees with them, and undertakes to comply with them.

4. RIGHTS AND OBLIGATIONS OF THE BUYER AND THE USER

- 4.1. The Buyer has the right to transfer the Gift Card for use to any third party - the User - or to use it himself. When handing over the Gift Card to the User, the Buyer is obliged to acquaint the User with the Terms and Conditions. The User has the right to transfer the Gift Card to other Users without restrictions, fulfilling the Buyer's obligation provided for in this Clause of the Terms and Conditions.
- 4.2. The User acquires all the rights and obligations of the Gift Card User upon its receipt.
- 4.3. The Buyer and/or the User has the right to pay with the Gift Card for Join Up Baltic travel services during its Validity Period.
- 4.4. From the moment of purchase/issuance of the Gift Card, the Buyer/the User is personally responsible for the security of the Gift Card. The Buyer and/or the User assumes responsibility for the loss or possible destruction of the Gift Card from the moment it is issued to the Buyer and/or the User in accordance with the Terms and Conditions.

5. PAYMENTS WITH A GIFT CARD FOR THE PURCHASE OF JOIN UP BALTIC TRAVEL SERVICES

- 5.1. The Gift Card can be used to pay for the Join Up Baltic services immediately after purchasing/issuance the Gift Card according to Clause 2.4. of this Terms and Conditions.
- 5.2. Payment for the purchase using the Gift Card is made in person at Join Up Baltic travel shops.
- 5.3. The Gift Card can be used only once. The Gift Card is not exchangeable for money.
- 5.4. Join Up Baltic may not accept the Gift Card for payment for the travel service if it has expired or is damaged - it is not possible to read/see the identification number or if there is a reasonable reason to suspect that the Gift Card is counterfeit. Such Gift Cards shall be annulled and cannot be replaced with valid Gift Cards.

- 5.5. If the price of the purchased Join Up Baltic travel service is higher than the Nominal Value of the Gift Card, then the missing amount of money shall be paid by the Gift Card User.
- 5.6. If the price of the purchased Join Up Baltic travel service is less than the Nominal Value of the Gift Card, the difference will not be refunded to the Gift Card User.
- 5.7. When using a Gift Card, it is non-revokable. Nominal Value of the Gift Card is non-refundable.
- 5.8. Upon expiration of the Gift Card Validity term, the Gift Card is automatically annulled, and the unused amount of Nominal Value is non-refundable.
- 5.9. If the Gift Card is lost, it is non-renewable, and its Nominal Value will not be refunded.
- 5.10. The Gift Card is not changeable.
- 5.11. If the Gift Card Buyer/User has violated these Terms and Conditions and/or performed actions that may be considered as intentional damage to Join Up Baltic, the Gift Card will be annulled, and its Nominal Value will not be refunded. Join Up Baltic reserves the right to report such activities to law enforcement authorities.

6. FINAL TERMS

- 6.1. Any claims regarding the purchase of a Gift Card and settlements with the Gift Cards must be submitted in writing by the Buyer/the User to Join Up Baltic, indicating the name and contact information of the claimant, Gift Card identification number, travel service purchase transaction data or data disputed by the claimant, facts and circumstances in support of the claim and the claim of the claimant.
- 6.2. Claims must be submitted no later than within 30 (thirty) days after the purchase/issuance of the Gift Card or the moment of the disputed situation arises.
- 6.3. Claims for transactions or purchase of a Gift Card shall be submitted in writing to e-mail: pretenzija@joinup.lv or the legal address of Join Up Baltic: Vienibas gatve 109, Riga, Latvia, LV-1058. Claims are reviewed and a reasoned response is provided within 15 (fifteen) business days of receipt.
- 6.4. Any disputes, disagreements or claims arising out of or in connection with the Gift Cards or these Terms and Conditions shall be settled by mutual negotiations, but if the desired result is not achieved within 60 (sixty) days, then dispute shall be resolved in the court of the Republic of Latvia, in accordance with the laws and regulations of the Republic of Latvia.
- 6.5. These Terms and Conditions are subject to change without the prior notice.
- 6.6. Information about the Gift Card is available on Join Up Baltic webpages www.joinup.lv, by calling the office of Join Up Baltic by phone +371 6 7470000 and by e-mail: celojumi@joinup.lv.