

TRAVELGIFTCARD.LASTMINUTE.COM CONTRACTUAL CONDITIONS OF SERVICE AND PRIVACY POLICY

Welcome to travelgiftcard.lastminute.com, the Bravonext SA (“Bravonext”) service that allows you to purchase and give virtual vouchers. Bravonext is a Swiss company registered in Switzerland with VAT number CHE-115.704.228IVA and office at Vicolo dei Calvi 2, 6830 – Chiasso (Switzerland).

You are kindly requested to read and accept the following Terms & Conditions (“T&C”) governing the service (the “Service”) provided by Bravonext at <http://travelgiftcard.lastminute.com> (the “Website”). Bravonext reserves the right to amend the T&C without notice when such amendments are required due to changes in market conditions, legislative or regulatory changes or changes in the risk incurred by Bravonext in supplying the Service through the Website. The up-to-date version of the T&C will always be available on the website at the following URL <http://travelgiftcard.lastminute.com/terms-and-conditions>. If you want to make full use of the Service, in order to be constantly informed about the products offered and be able to purchase and give virtual vouchers that allow services to be booked or discounts to be used on future purchases, you must register, stating your full and accurate personal details.

Please bear in mind that use of the Website and its freely accessible features will imply your acceptance of these T&C.

1. Registration

In order to register for the Service, each user (“User”) is required to complete the registration process available on the Website, and enter their personal login details by completing the online form or logging in via Facebook.

For this purpose, the User warrants and guarantees that all the personal data and information supplied as part of the registration process is up-to-date, complete, true and correct. The User undertakes to promptly inform Bravonext of any change to the registration data provided.

The User authorises Bravonext to verify the truthfulness and accuracy of the registration data and other information provided and undertakes to cooperate with Bravonext for such verifications.

The User will be responsible for the safekeeping and use of the login details.

Any User who becomes aware of an unauthorised use of their login details and/or any violation of their secrecy, undertakes to inform Bravonext promptly of the situation, reporting the abuse to the email address travelgiftcard@lastminute.com.

Users will be directly responsible for any damage or injury caused to Bravonext or to third parties by the misuse, loss, misappropriation by others or failure to protect the privacy of their password or Facebook account login details.

All transactions performed using the User’s account are considered to be performed by the User to whom these login details belong.

Users acknowledge that Bravonext may use any data found on their computer system or obtainable with the procedures used by Bravonext to regulate access to the Website and supply the Service as evidence of transactions processed by the User.

2. Description of the Service

Once the registration process has been completed, the User will be able to access the entire Bravonext Service, which consists of a platform where Bravonext, the companies of the lastminute.com group or their Partners (collectively, the “Sellers”) offer virtual vouchers for the purchase and booking of goods and/or services (collectively, the “Products”) and a reserved area for the user.

(“Reserved Area”) where the virtual vouchers purchased can be managed and given.

As the platform supplier, Bravonext enables and facilitates the agreements that are made on our platform. Bravonext provides a platform on which Sellers and Users making purchases (the “Customers”) can make agreements. This means that during your interaction on the Website, in addition to this agreement, you will be bound by other relationships of a contractual nature with different legal entities (“GCS”). The GCS are available on the Website for the Customer to read before purchasing the Products, accept when submitting the purchase order, store on their computer and reproduce on paper by printing the file that contains them. The GCS applicable to the sale of the Products are those published on the Website on the date the Product order was placed. The Customer must therefore perform the above operations before proceeding with any purchase.

Bravonext does not assume any responsibility for the Products that are the subject of the contracts signed between you and the Seller. Furthermore, Bravonext never acts as the Seller’s agent.

3. Use of the Website – Purchase Orders

Users are free to visit the Website and use its functions for personal and non-commercial purposes only. In processing purchase orders or making gifts, Users acknowledge and declare that they are acting directly for their own personal purposes.

Any person intending to purchase the Products must state this intention by making a request directly on the Website where, following the procedures stated therein, they must submit their purchase order and the respective payment.

Once the Customer's purchase order has been received, Bravonext will send the Order Confirmation and subsequently, if payment is received, send the Customer the Payment Confirmation within five calendar days of receipt of the payment, containing the order No. and the information relating to its use.

Bravonext will send the Order Confirmation and Payment Confirmation to the email address given by the Customer and make the virtual voucher available in the Customer's reserved area.

Bravonext will not be responsible for any delivery errors due to the inaccuracy or incompleteness of the details given by the Customer when completing the purchase order. The Customer is the sole party responsible for the accuracy of the data entered in the purchase order.

In order to use the Website functions, Users must seek to equip themselves, at their own expense, with an Internet connection provided by a reliable supplier. Bravonext is not responsible for any damage incurred by the user's hardware equipment and resulting directly or indirectly from the Internet connections.

4. Rules of conduct

The User undertakes to use the Website and the Service for legal purposes and in compliance with the existing T&C. In particular, the User undertakes not to send or disseminate via the Website and its functions any content of any nature that is or may be perceived as illicit, defamatory, vulgar, obscene, abusive or otherwise offensive and also undertakes not to use the Website and its functions in such a way as to cause any harm and damage to Bravonext, including to its image and reputation.

Furthermore, the User undertakes not to send, transmit or disseminate material or content of an advertising or promotional nature, or undesirable and/or not requested or solicited, which may interfere or harm the functions of the Website and the Service or use of the Website and the Service by third parties.

5. Intellectual Property

The User acknowledges that all the information, data, software, content, music, sounds, photographs and images, videos and any other content on the Website (the "Content") are the sole property of Bravonext and its licensors.

Apart from the right to use the platform, as stated in point 3, the User does not acquire any right over such Content and/or properties of the Website, except for the right to use the Website in accordance with the T&C.

The User is authorised to print and/or download the Content (including the T&C) for personal use only.

6. Links to other Internet resources

The Website contains hyperlinks to other Internet resources of other commercial partners of Bravonext and/or other third parties. The hyperlinks are solely provided in order to allow easier access to the information and as an immediate reference to other resources for the User and do not imply any assessment, examination, validation or approval by Bravonext of the contents of such external resources and of the contents that can be found in this way.

Bravonext does not check the content, information and services or products offered via these third party sites. Bravonext does not assume any responsibility regarding the reliability, truthfulness, accuracy and up-to-date status of the content and information present on these third party sites. Users acknowledge that they use these third party sites exclusively under their own control and responsibility and at their own risk.

7. Termination of the Contract

If the User (or anyone in their place or with their permission) uses the Service or the Website in a way that violates this agreement, Bravonext may suspend use of the Service and/or Website, or any part thereof.

The contract will be terminated automatically in the event of any breach and/or non-compliance by the Customer regarding any one of the obligations assumed by the latter under the previous contract. The contract will be terminated automatically when Bravonext states that it intends to avail itself of this clause.

The termination of this agreement does not affect any other right or remedy available to Bravonext in relation to any breach or any rights, obligations or responsibilities accrued prior to the termination.

8. Privacy policy and information about the processing of personal data

Our privacy policy includes information about how we treat personal information and the use of cookies on our website.

9. Choice of applicable law and exclusive jurisdiction

The T&C and the relationship between the User and Bravonext shall be governed by Italian law to the extent allowed by applicable legislation.

Any invalidity of individual clauses of the T&C shall not lead to the invalidity of the entire text of the GCS.

As far as allowed by applicable law and international agreements, the parties agree that the settlement of any dispute that may arise between them as a result of the relationship established between them under the T&C shall come under the exclusive jurisdiction of the ordinary courts of the place where Bravonext has its registered office. Bravonext also reserves the right to summon the User to the competent courts of the User's place of domicile.

10. Communications

For any information, advice, annotation, troubleshooting requests and complaints relating to the Service, Bravonext can be contacted on the following number: 0044(0)2034998173 Monday–Friday from 9 am to 6 pm (this is a national land-line network number; the cost depends on your telephone operator) or by sending a communication by email to travelgiftcard@lastminute.com.