

UNIVERS EXPERIENCE

TERMS AND CONDITIONS UNIVERS EXPERIENCE GIFT CARD

These conditions apply to the purchase, issue and use of the **Univers Experience Gift Card** (hereinafter referred to as "Gift Card") issued by Univers S.r.l., based in Rome, 13 Largo Maresciallo Diaz (00135), VAT No. 00884271008.

UNIVERS carries out the activity of Travel Agency and Tourism and is the owner and operator of the platform www.universexperience.it dedicated to individual tourism experiences.

Through this online platform, Univers can issue virtual Gift Cards, which the purchaser can offer as a gift to whomever they want (the "beneficiary"), and whose equivalent value can be used by the beneficiary to purchase touristic services from Univers.

The purchase, issuance, use and employment of the Gift Card are governed by the terms and conditions specified below, which the purchaser must accept before proceeding with the purchase.

1) Purchase and use

You can purchase a Gift Card at www.universexperience.it via PayPal, credit card or bank transfer.

In case of purchase through PayPal or credit card, Univers does not know the data of the purchaser's card (and any other data communicated during the payment process), as the payment process is managed exclusively and directly by the financial or banking institution.

The Gift Card can be used exclusively for the purchase of touristic services from Univers.

During the process, the purchaser of the Gift Card enters the desired amount, name, surname and email address of the beneficiary, and can customize the message that will accompany the Gift Card when it is sent to the beneficiary.

Immediately after the payment, the purchaser will receive a message confirming the purchase of the Gift Card and the beneficiary will receive an e-mail with a link to download the voucher for their Gift Card, which can be spent at Univers. The name, surname and email address of the beneficiary are indicated during the purchase process of the Gift Card by the purchaser (who declares that they have acquired the consent of the beneficiary to the processing of such personal data for the purpose of sending the Gift Card).

The card is use-as-you-go, so it is not mandatory to spend the entire amount on a single purchase. The beneficiary can create a personal profile at www.universexperience.it and, using their password and login, can view how much credit they have available.



2) Right of withdrawal - Restrictions

The purchaser can withdraw from the purchase order of the Gift Card within 14 days from the date of the purchase, by sending an email to the following address: info@universeexperience.it, specifying the manner in which the value of the Gift Card can be returned. The value will be returned by Univers within the next 14 days, free of charge.

The Gift Card is valid for a period of 12 months starting from the fifteenth day after the purchase and can be used only by the beneficiary indicated at the time of purchase. At minimum, the date of departure (or start of use of the service purchased with the Gift Card) must be within the 12-month period, otherwise the Gift Card will not be usable and its value will not be refunded (in part or in full).

The Gift Card cannot be used to purchase other Gift Cards, cannot be recharged, resold, exchanged for goods or redeemed for cash, nor is it possible to change the identity of the beneficiary after issuance.

If the credit on the Gift Card is not sufficient to complete the purchase of the desired travel experience, the beneficiary may pay the difference in cash or with other payment methods accepted by Univers.

The Gift Card, once purchased, cannot be returned or refunded.

3) Risk of loss

The risk of loss and the property over the Gift Card is transferred to the purchaser when Univers electronically transmits the Gift Card voucher to the beneficiary. Univers is not responsible for loss, theft, unauthorized use or destruction of the Gift Card. Univers is not responsible for any typing errors in the beneficiary's e-mail address and has the right not to grant any refund to users who have unintentionally sent a Gift Card to anyone other than the intended beneficiary.

4) Use of a Gift Card in breach of these Terms and Conditions

By using a Gift Card, you agree to abide by these Terms and Conditions and not to use it in a way that is misleading, deceptive, unfair, or otherwise harmful to Univers and its customers. Univers reserves the right, without any obligation to notify you, to cancel Gift Cards without refund, to suspend or permanently terminate customer accounts, to temporarily or permanently suspend the ability to use the services of www.universeexperience.it, to cancel or limit orders, and to bill alternative forms of payment, in the event that the company suspects that a Gift Card has been obtained, used, or applied to a Univers Experience account in a manner that is fraudulent, illegal, or otherwise in violation of these Terms and Conditions.

5) Jurisdiction and applicable law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Italy. Those who purchase a Gift Card and Univers agree to be subject to the exclusive jurisdiction of the Italian courts and that, for any dispute arising in relation to the purchase and/or use of a Gift Card, the Court of Rome shall have exclusive jurisdiction, except in the case where the purchaser qualifies as a "consumer" pursuant to Art. 3, paragraph 1, letter a) of the Consumer Code (in the latter case, the competent court shall be that of the domicile or residence of the purchaser).

Furthermore, the purchaser agrees to indemnify Univers against any third-party claim made against the Company arising out of or in connection with their failure to comply with these Terms and Conditions.

6) Limitation of liability

Univers makes no warranties, express or implied, with respect to the Gift Cards, including, without limitation, express or implied warranties as to merchantability and fitness for a particular purpose. In the event that a Gift Card does not function, your sole and only legal remedy and our sole and exclusive liability is to replace the Gift Card in question.

7) Privacy Policy

Univers S.r.l., headquartered at 13 Largo Maresciallo Diaz, 00135 Rome (RM), is the data controller for the data provided to Univers Experience through the platform *www.universexperience.it*. Accordingly, Univers has a privacy policy that clarifies how user data is processed and protected. You can find our privacy policy at the following link

<https://www.universexperience.it/en/privacy-policy>.

It is the purchaser's responsibility to print and retain these Terms and Conditions, which will remain available for viewing, downloading and printing at *www.universexperience.it*.