

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

Welcome to [travelgiftcard.lastminute.com](http://travelgiftcard.lastminute.com), the LMnext UK Ltd (“LMnext UK”) service that allows you to purchase and give virtual vouchers. LMnext UK is a UK company registered in England and Wales with number 09399258 and office at The Johnson Building 77 - Hatton Garden, EC1N 8JS London.

You are kindly requested to read and accept the following Terms & Conditions (“T&C”) governing the service (the “Service”) provided by LMnext UK at <http://travelgiftcard.lastminute.com> (the “Website”). LMnext UK 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 LMnext UK 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 LMnext UK of any change to the registration data provided.

The User authorises LMnext UK to verify the truthfulness and accuracy of the registration data and other information provided and undertakes to cooperate with LMnext UK 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 LMnext UK promptly of the situation, reporting the abuse to the email address [travelgiftcard@lastminute.com](mailto:travelgiftcard@lastminute.com).

Users will be directly responsible for any damage or injury caused to LMnext UK 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 LMnext UK may use any data found on their computer system or obtainable with the procedures used by Bravomedia 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 LMnext UK Service, which consists of a platform where LMnext UK, 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, LMnext UK enables and facilitates the agreements that are made on our platform. LMnext UK 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.

LMnext UK does not assume any responsibility for the Products that are the subject of the contracts signed between you and the Seller. Furthermore, LMnext UK 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, LMnext UK 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.

LMnext UK 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.

LMnext UK 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. LMnext UK 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 LMnext UK, 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 LMnext UK 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 LMnext UK 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 LMnext UK of the contents of such external resources and of the contents that can be found in this way.

LMnext UK does not check the content, information and services or products offered via these third party sites. LMnext UK 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, LMnext UK 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 LMnext UK 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 LMnext UK in relation to any breach or any rights, obligations or responsibilities accrued prior to the termination.

### **8. Protection of personal data**

LMnext UK Ltd, a UK company belonging to the lastminute.com group registered in England and Wales with number 09399258 and office at The Johnson Building 77 - Hatton Garden, EC1N 8JS London, recognises the importance of protecting privacy and the rights of the User using the Website and the Service. The

Internet is potentially an extremely powerful tool for the circulation of personal data and LMnext UK and the companies of the lastminute.com group are strictly committed to respecting the rules on personal data protection and security in order to ensure safe, controlled and confidential browsing.

Changes may be made to this notice in future to ensure constant compliance with applicable legal provisions should they be amended or updated.

Users are urged to read the rules we apply when collecting and processing personal data and in order to continue providing a satisfactory service.

LMnext UK guarantees to the Customer that personal data acquired in connection with the use of the platform will always be treated legally and correctly, in full compliance with the provisions of privacy legislation.

This notice, provided in accordance with personal data processing legislation applicable in abstract terms, describes the methods for handling and processing the personal data of: (i) users who consult and use the Website (limited to the Website and not also for any other websites consulted by the Customer through links); and (ii) users who enter their personal data in the registration form on the Website in order to accept the T&Cs.

The Data Controller is LMnext UK Ltd (the "Data Controller").

The personal data of Users is collected:

– from Users supplying it directly using electronic means by completing the registration form on the Website or by telephone. This data consists of name, surname, address, email address, telephone number, etc. required for the purpose of selecting and purchasing the Flight, Hotel or other goods or services required and for the other purposes established in these Terms & Conditions.

– by the computer systems and software procedures that operate the Website during normal operation, implicitly, following use of the Internet communication protocols. This is information which is not collected to be associated with identified Users, but which by its very nature might, through processes and associations with data held by third parties, make it possible to identify the Users. This category of data includes the IP addresses or the domain names of the computers used by the Users connecting to the site, the URI (Uniform Resource Identifier) notation addresses of the resources requested, the time of the request, the method used in submitting the request to the server, the size of the file obtained in response, the numeric code indicating the status of the response given by the server (success, error, etc.) and other parameters relating to the Customer's operating system and computer environment. This data is used for the sole purpose of obtaining anonymous statistical information about the use of the site and to check its correct operation. The data could be used to determine responsibility in the event of potential cyber crimes against the site.

– by the Website using cookies. Cookies are information which often contain an anonymous unique identification code, which are sent to the browser by a web server and are then saved on the hard disk of the User's computer. The cookies are then re-read and recognised by the website which sent them in the event of subsequent connections. They are used primarily to manage or improve the operation of the website, because they provide business and marketing information to the Website owner.

In accordance with the cookie notice that appears on the front page of the Website, and this cookie policy notice, users or visitors expressly agree to the use of the cookies described herein while browsing the Website, except when users have changed their browser settings to block cookies. By way of example, it is understood that users browsing the Website may perform one of the following actions: close the cookie notification on the first page, visit the Website, click on one of the elements of the Website, etc. A user browsing the Website might encounter cookies inserted by the Website proprietor ("proper cookies") or cookies inserted by different entities collaborating in the promotion of the content and the delivery of our service ("direct third party cookies").

The Website cookies are used as indicated below and for the purposes indicated herein:

A. Technical cookies:

a. Cookies strictly necessary for the operation of the Website: essential to allow browsing of the Website and the use of the various features. Without these, you cannot use the search, product comparison or other services available on the Website.

b. Customisation cookies: used to facilitate Website browsing, to record the options you have selected on the Website and to provide the customised features. In certain cases, we also allow third party advertisers to place cookies on our Website to provide customised content and services. In any case, the use of our Website implies acceptance of the use of this type of cookie. If cookies are blocked, we cannot guarantee optimal Website operation.

c. Cookies for statistical purposes and traffic counters: these collect information about Website use, the pages you visit and any error which might occur during browsing. We also use cookies to identify the source

of your visit to our Website. These cookies do not collect information which can be used to identify you. All the information is collected in an anonymous manner and used to help to improve Website operation. Our cookies, therefore, do not contain personal data. In certain cases, some of these cookies are handled on our behalf by third parties, but they may not use the cookies for purposes other than those stated above. The use of our Website implies acceptance of the use of this type of cookie. If they are blocked, we cannot guarantee correct Website operation.

GOOGLE ANALYTICS	<a href="http://www.google.com/intl/it/policies/privacy/">http://www.google.com/intl/it/policies/privacy/</a>	
SEMBOX	<a href="http://www.sembox.it/cookie.html">http://www.sembox.it/cookie.html</a>	30 days
OPTIMIZEZLY	<a href="https://www.optimizezly.com/privacy">https://www.optimizezly.com/privacy</a>	
CRAZYEGG	<a href="https://www.crazyegg.com/privacy">https://www.crazyegg.com/privacy</a>	
WEBTRENDS	<a href="http://www.webtrends.com/terms-policies/privacy/cookie-policy/">http://www.webtrends.com/terms-policies/privacy/cookie-policy/</a>	

**B. Advertising and re-marketing cookies:** used to collect user information in order to show ads on the Website or on third party sites.

Zanox	<a href="http://zanox.it/us/about-zanox/privacy/">http://zanox.it/us/about-zanox/privacy/</a>	30 days
Criteo	<a href="http://www.criteo.com/it/privacy/">http://www.criteo.com/it/privacy/</a>	30 days
Tradedoubler	<a href="http://www.tradedoubler.com/it-it/politica-sulla-privacy/">http://www.tradedoubler.com/it-it/politica-sulla-privacy/</a>	30 days
Facebook	<a href="https://www.facebook.com/help/cookies/">https://www.facebook.com/help/cookies/</a>	30 days
Neodata Group	<a href="http://www.neodatagroup.com/data-security/neodata-websites-privacy-policy/">http://www.neodatagroup.com/data-security/neodata-websites-privacy-policy/</a>	
Google Adwords	<a href="http://www.google.com/policies/privacy/">http://www.google.com/policies/privacy/</a>	30 days
Sojern	<a href="http://www.sojern.com/privacy-policy/">http://www.sojern.com/privacy-policy/</a>	
Next performance	<a href="http://www.nextperf.com/privacy/">http://www.nextperf.com/privacy/</a>	
Public-Idees	<a href="http://en.publicideas.com/our-company/privacy-policies/">http://en.publicideas.com/our-company/privacy-policies/</a>	
Sociomantic	<a href="https://www.sociomantic.com/website-privacy/">https://www.sociomantic.com/website-privacy/</a>	
Weborama	<a href="http://www.weborama.com/e-privacy/our-commitment/">http://www.weborama.com/e-privacy/our-commitment/</a>	
SaleCycle	<a href="http://www.salecycle.com/privacy-policy/">http://www.salecycle.com/privacy-policy/</a>	
RTB house	<a href="https://www.rtbhouse.com/privacy/">https://www.rtbhouse.com/privacy/</a>	30 days

**C. Social cookies:** these cookies allow our Site to be shared and allow “Like” clicks on social networks such as Facebook, Twitter, Google+, etc.

The duration of the cookies we use might vary. To be specific, there are cookie sessions which are valid for a single search or browsing session and disappear when the browser is closed; and permanent cookies, which have a variable duration. The maximum duration of cookies in this second category is five years.

Users should be aware that, if cookies are not enabled on their device, their experience of the website might be limited and the use of our service and the browsing might be impeded.

There are different ways of handling cookies. By modifying your browser settings, you can decide to disable cookies or to receive a warning before accepting them.

In addition, users can eliminate all the cookies collected in the cookie directory of their browser. Every browser has different procedures for handling this configuration.

This is how you can handle cookies in the main browsers. If you want information about handling cookies on your tablet and/or telephone, consult the operating manual or online assistance services.

- [MICROSOFT WINDOWS EXPLORER](#)
- [GOOGLE CHROME](#)
- [MOZILLA FIREFOX](#)
- [APPLE SAFARI](#)

If you want to know how to handle cookies in other browsers, consult the operating manual or online assistance services.

The third party cookies are not installed by us but by our commercial partners or other parties when you visit this Website. As a result, we advise users to consult the third party website to obtain information about how they install and manage cookies. In addition, we invite users to consult <http://www.youronlinechoices.com> for useful information about the use of cookies and the measures you can take to protect your privacy on the Internet.

The User’s personal data will be processed by manual or electronic means which ensure that, in relation to the purposes for which they were communicated and collected, they remain secure and confidential, as well

as to prevent unauthorised access to the data, for the time strictly necessary to achieve the purposes for which they were collected.

The data processing will take place at the registered and operating offices of the Data Controller and at the server farm of the lastminute.com group located in Haarlem, the Netherlands, and through the parties to whom the data may be communicated.

Aside from the previously specified uses of browsing data, the personal data supplied by Users are used for the following purposes:

- A. collection, storage and processing for the purposes of the creation and operating and administrative management of the contractual relationship pertaining to the provision of the Service;
- B. use of the data to make communications by email, telephone or SMS relating to the execution of the contractual relationship created, including communications relating to its successful progress;
- C. compliance with current regulations or legal obligations;
- D. transfer of the Seller's details for purposes connected with the performance of the contractual relationship established with the Seller if a Product is purchased
- E. collection, storage and processing of the data to carry out statistical analysis in anonymous and/or aggregate form;
- F. for the Data Controller to send, in the cases allowed by the law (unless the User refuses) advertising material by email, telephone, SMS or MMS about the best offers for products and services marketed by the Data Controller, its partners or business associates operating in the following sectors: Tourism, Leisure, High Tech, Fashion, Home Furnishing, Consumer Products, Food & Beverage, Finance, Banks, Insurance, Energy, Environment, Communication, Media, Entertainment, Real Estate, Pharmaceutical, Automotive, Clothing and textiles, Training, Energy, Publishing, ICT, Retail, Sport, Telecommunications and Services in general. In certain cases and with the exception of the Italian market, the Data Controller may inform the user in a customised manner about the best offers, adapting them to the user's tastes and preferences;
- G. only subject to prior consent by the User to the transfer of their data to third parties operating the following sectors: tourism, leisure, high tech, fashion, home furnishing, consumer products, food & beverage, finance, banks, insurance, energy, environment, communication, media, entertainment, real estate, pharmaceutical, automotive, clothing and textiles, training, energy, publishing, ICT, retail, sport, telecommunications and services in general for promotional, marketing, market research and statistical purposes.

Failure to supply personal data may make it impossible for the User to obtain the services requested for the purposes of points A. and B., as well as making it impossible for the Data Controller to supply the Service correctly and to fulfil the contractual obligations stated in the Terms & Conditions. The processing of this data for the purposes stated in A. B. C. D. E. and F does not require consent to be requested from the interested party.

The supply of data for the purposes stated in point G. is optional. The processing of this data for the purposes indicated in point G. requires consent to be requested from the interested party.

The Data Controller undertakes to ensure that the personal data it acquires will not be disseminated and will be processed by means that are appropriate to guarantee their security and confidentiality, as well as to prevent unauthorised access to them. The personal data and information provided by the Users may be communicated, for the purposes stated above, to the following categories of parties:

- employees and/or associates providing support and consultancy services to the Data Controller in the Administration, Product, Legal, Customer Care, Information Systems area, as well as individuals assigned to maintaining the company network and the hardware and software being used;
- parties whose authority to access the data is recognised by legal provisions or orders of the authorities;
- parties delegated and/or appointed by the Data Controller to perform activities related to the delivery of the Service.

The list of parties to whom the personal data of Users may be communicated is available from Bravomedia by writing to [privacy@lastminutegroup.com](mailto:privacy@lastminutegroup.com).

Every User may exercise the following rights by sending a written request to the Data Controller: (i) obtain confirmation of the existence of their personal data from the Data Controller; (ii) be informed about the origin of the data, the processing purposes and methods, and the logic applied in the case of processing carried out with the assistance of digital means; (iii) obtain the identification details of the Data Controller and of the data processors, if designated; (iv) be informed about the parties or categories of parties to whom the personal data may be communicated or who may obtain it in their capacity as designated representatives within the territory of the State, or as data processors or data managers; (v) obtain the deletion, transformation into anonymous form or blocking of the data processed in breach of the law, and the

updating, correction or, if appropriate, integration of the data and (vi) certification that the operations stated in point (v) above have been brought to the attention, also with regard to their content, of those to whom the data has been communicated or disclosed, except when this operation is seen to be impossible or involves a use of means which are disproportionate with respect to the right protected; (vii) object to the processing in full or in part, for legitimate reasons (viii) object to the processing for sending advertising or direct sales material or for the execution of market research or commercial communications. The above requests must be sent to LMnext UK Ltd at the following email address [privacy@lastminutegroup.com](mailto:privacy@lastminutegroup.com).

Users are also entitled, again by sending a specific written request by email, to have any inaccurate personal data corrected or deleted, subject to legal provisions. Furthermore, in order to stop receiving commercial and promotional offers by email from the Data Controller, and in order to exercise the above rights, the User may also follow the simple procedure activated by the “unsubscribe” link available in all the commercial communications sent by the Data Controller.

#### **9. Choice of applicable law and exclusive jurisdiction**

The T&C and the relationship between the User and LMnext UK 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 LMnext UK has its registered office. LMnext UK 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, LMnext UK can be contacted on the following number: (0) 2034995816 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](mailto:travelgiftcard@lastminute.com).