

# **QUBUS HOTEL GIFT CARDS REGULATIONS**

## **§ 1. Definitions**

Whenever in the further part of the regulations ("Regulations") capitalized terms indicated below under letters a) - f are used, then they should be understood as they were as defined in this paragraph.

a) Publisher - Qubus Hotel Management Sp. z o.o. with its registered office in Wrocław, Skierniewicka 18, 53-117 Wrocław, registered in the Register of Entrepreneurs of the National Court Register under number 0000014268, for which the registry court is the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division of the National Court Register, with share capital in the amount of PLN 53,466,000.00, with NIP 599-23-64-600,

b) Hotels - hotel facilities run by the Publisher listed in Appendix No. 1 to the Regulations,

c) Services - all services provided in the Hotels, in particular hotel and catering services,

d) Gift Card - a voucher issued at the Hotel or in the Central Bearer Reservation, entitling the User to use the Services within the validity period of this voucher and to its value,

e) Buyer - a person who transfers funds to the Issuer at the Hotel and in return receives a Gift Card from the Issuer with a value equal to the amount of transferred funds,

f) User - the holder of the Gift Card presenting it for use at the Hotel,

g) Central Booking – an office located at the Publisher's headquarters. .

## **§ 2. General**

1. The Regulations define the rules for issuing and redeeming Gift Cards and the related rights and obligations of Buyers, Users and the Issuer.

2. The Gift Card is used to demonstrate the User's entitlement to use the Services at the Hotel. The use of Gift Cards for purposes other than those indicated in the previous sentence is excluded, in particular, it is not allowed to exchange the Gift Card for any cash or other property values.

3. The value of a single Gift Card may not be less than PLN 100 and greater than PLN 1,000.

4. The validity date of the Gift Card is indicated in its content. After the expiry date of the Gift Card, it is not possible to redeem it. The validity period of the Gift Card may be extended only in exceptional situations, in particular if the User could not redeem it due to the fault of the Issuer.

5. The Gift Card may be cancelled by the Issuer if the Issuer is informed that the Gift Card has been stolen, misappropriated or otherwise seized by a third party against the will or knowledge of the Buyer.

6. In exchange for the cancelled Gift Card, upon presentation by the Purchaser of the accounting note referred to in § 3 section 4 of the Regulations, the Issuer may issue a new Gift Card, the value and validity date of which will correspond to the value and validity date of the cancelled Gift Card. On the accounting note issued to the previous Gift Card to the previous Gift Card, information about the issuance of a new card will be placed initialed by the person issuing the new Gift Card and the relevant information is made in the register of Gift Cards kept by the Hotel. In addition, the hotel makes a photocopy of the accounting note supplemented with a new gift card number. If it is necessary to cancel also a new Gift Card, then the issuance of another Gift Card for it is excluded, unless the need for cancellation resulted from the fault of the Issuer.

### **§ 3. Gift Card Issuance**

1. After issuing the Gift Card to the Buyer, the Purchaser may not return it to the Issuer and demand the return of the funds transferred to the Issuer, unless such a right is expressly provided for by mandatory provisions of law. This also applies if the validity of the Gift Card has expired and the Card has not been redeemed.

2. In exchange for the Purchaser transferring funds to the Issuer in a certain amount, the Issuer shall transfer the Gift Card to the Purchaser for an amount equal to the amount of funds transferred. The funds transferred by the Purchaser become the property of the Issuer at the time of issuance of the Gift Card.

3. The transfer of funds by the Buyer is possible by transferring cash, making a bank transfer, making an appropriate operation using a credit card, as well as – in the case of ordering a Gift Card online – through a payment gateway. The Gift Card will be issued after the Issuer receives cash, and in the case of a bank transfer or card operation after crediting the Issuer's bank account with the appropriate amount. The Gift Card is issued to the Purchaser's own hands or by courier.

4. The issuance of the Buyer's Gift Card does not constitute a sale subject to value added tax within the meaning of tax regulations and is not subject to documentation with a fiscal receipt or VAT invoice. As a confirmation of the transfer of funds, the Buyer will receive an accounting note from the Issuer, the content of which will indicate the unique number of the Gift Card to which the note relates. A separate accounting note is issued for each Gift Card, with the exception of issuing the Gift Card referred to in paragraph 2 paragraph 5. A fiscal receipt or VAT invoice will be issued when redeeming the Gift Card at the Hotel.

5. Gift Cards are recorded, and each copy of the Gift Card has its own unique number.

6. Only a document drawn up using the form, the template of which is attached as Annex 2 to the Regulations, with a hologram and legibly supplemented with the following data, shall be

considered a Gift Card:

- a) unique number of the Gift Card,
- b) the amount of the Gift Card in numbers and words,
- c) expiry date of the Gift Card,
- d) the Publisher's seal,
- e) signature of the Hotel Manager or Deputy Hotel Manager in which the Gift Card is issued, or signature of the Sales and Marketing Director of the Issuer.

7. Upon transfer of the Gift Card to the Buyer, the risk for loss, destruction or damage shall pass to the Purchaser. In the event of loss, damage or destruction of the Gift Card, the Purchaser or the User shall not be entitled to any claims against the Issuer in this respect, in particular claims for the provision of Services on the basis of such a Card, or a claim for the issuance of another Gift Card, unless the loss, destruction or damage resulted from reasons attributable to the Issuer.

#### **§ 4. Redeem a gift card**

1. The redemption of the Gift Card is possible only in the Hotels listed in Appendix 1, after handing it over in the original to the hotel staff.

2. The hotel staff is obliged to check whether the transferred Gift Card meets the requirements of its implementation and provision of Services on its basis provided for in the Regulations. Under no circumstances, however, does the hotel staff verify whether the User is entitled to redeem the Gift Card, in particular whether he came into possession of it in a legal manner. The redemption of the Gift Card by the User will also be valid if the User was not entitled to such redemption.

3. The hotel staff will refuse to redeem the Gift Card if:

- a) the Gift Card does not meet all the requirements indicated in § 3 section 6 of the Regulations,
- b) the Gift Card has already been redeemed,
- c) the validity of the Gift Card has expired,
- d) the Gift Card is damaged to the extent that it is impossible to read its content,
- e) there is a reasonable suspicion that the Gift Card has been counterfeited or altered,
- f) The Gift Card has been revoked.

4. As a result of the transfer of the Gift Card for implementation and commencement by the Issuer to provide the Services on this basis, the Buyer and the User lose the right to demand the return of the Gift Card, and the receivables due to the Issuer towards the User for remuneration for the Services rendered shall be written off by the amount indicated in the content of the Gift Card. If the amount of remuneration for the Services rendered is higher than the amount indicated in the Gift Card, then

The User is obliged to pay the difference between this remuneration and the amount indicated in the content of the Gift Card.

5. It is not possible to partially redeem the Gift Card.

6. The User's use of the Services for an amount lower than the amount indicated in the content of the Gift Card does not give the Buyer or the User the right to demand payment by the Issuer of the difference between the amount indicated in the content of the Gift Card and the amount due for the Services.

7. If the Services provided as part of the implementation of the Gift Card are to be catering services in a hotel restaurant or hotel services, then the implementation of the Gift Card is possible only after the User has reserved tables in the restaurant or hotel rooms, respectively. Accommodation must be booked at least 2 days in advance. Reservations will be made by phone +48 71 78 28 765 or at the appropriate Hotel, as well as via the [www.qubushotel.com](http://www.qubushotel.com) website. When making a reservation, a unique Gift Card number must be provided. It is not possible to pay with a Gift Card for reservations made through external portals.

#### **§ 5. Complaints**

1. Complaints related to the Gift Card, in particular its issuance or implementation, may be submitted by the Purchaser or User in writing to the address of the Issuer's office, i.e. Qubus Hotel Management Sp. z o.o., Skierniewicka 18, 53-117 Wrocław, or to the address of the Hotel where the Gift Card was issued or redeemed.

2. Complaints will be considered within 30 days from the date of receipt of the letter containing the complaint. The deadline for considering the complaint is postponed by the time when consideration of the complaint was not possible for reasons attributable to the Buyer or the User, or due to the occurrence of force majeure.

#### **§ 6. Final provisions**

1. The Regulations are available in the Hotels, as well as on the Publisher's website at <https://www.qubushotel.com/pl/artykuly/karty-podarunkowe>.

2. The Publisher may change the Regulations at any time without giving reasons. The amendment to the Regulations shall have effect only to those Gift Cards issued after the entry into force of the amended Regulations.

3. The Regulations and the legal relations arising therefrom shall be governed by Polish law. Any disputes arising from the application of the Regulations shall be resolved exclusively by Polish common courts.

4. The Regulations enter into force on 01.04.2023.