

QUBUS HOTEL
GIFT CARDS REGULATIONS

§ 1. Definitions

Whenever the expressions indicated below in items a) - f) are later in this regulations ("Regulations") written in capital letters, it should be understood in the same way as defined in this paragraph.

- a) Issuer - Qubus Hotel Management Sp. z o.o. with its registered office in Wrocław, at ul. Skierniewicka 18, 53-117 Wrocław, registered in the register of entrepreneurs of the National Court Register under the number 0000014268, for which the court of registration is the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register, with share capital of PLN 2,436,000.00, having NIP no. 599-23-64-600,
- b) Hotels – hotel facilities managed by the Issuer listed in Appendix 1 to the Regulations,
- c) Services – all services provided in Hotels, especially accommodation and food services,
- d) Gift Card – bearer goods voucher issued at the Hotel which entitles the User to use the Services within the period of validity of this voucher and to its value,
- e) Buyer – a person who transfers at the Hotel the cash fund to the Issuer, and in return receives from the Issuer the Gift Card with a value equal to the amount of the transferred cash funds,
- f) User – Gift Card holder who presents it for the realisation at the Hotel.

§ 2. General Provisions

- 1. Regulations provide for the issuance and realisation of Gift Cards and related rights and responsibilities of Buyers, Users and Issuer.
- 2. The Gift Card is used to demonstrate the User's rights to use the Services at the Hotel. It is prohibited to use the Gift Card for purposes other than those specified in the preceding sentence, in particular, replacement of the Gift Card to any cash or other property values is unacceptable.
- 3. The value of single Gift Card cannot be less than PLN 100 and more than PLN 1,000.
- 4. Expiry date of the Gift Card is indicated in its content. After the expiry date of the Gift Card its realisation is not possible. Gift Card validity period may be extended only in exceptional circumstances, in particular where, due to the fault of the Issuer the User could not realise it.
- 5. The Gift Card can be annulled by the Issuer if he will be informed that the Gift Card was stolen, appropriated or otherwise acquired by a third party against the will or knowledge of the Buyer. In exchange for the annulled Gift Card, upon presentation by the Buyer of the accounting note referred to in § 3 item 4 of the Regulations, the Issuer may issue a new Gift Card, the value and expiration date of which will correspond to the value and expiration date of the annulled Gift Card. On the accounting note issued to the Buyer with the previous

Gift Card an information on the issuance of the new card will be placed and initialled by the person issuing the new Gift Card and relevant information is made in the records of Gift Cards maintained by the Hotel. Furthermore, the hotel takes a photocopy of an accounting note supplemented with a new gift card number. If it proves necessary to annul also a new Gift Card, then the issuance of another Gift Card in exchange is forbidden, unless the necessity of annulment is due to the Issuer's fault.

§ 3. Issuance of the Gift Card

1. After issuance of the Gift Card to the Buyer, he cannot return it to the Issuer and demand returning of cash funds transferred to the Issuer, unless mandatory legal provisions expressly provide for such right. This also applies when the Gift Card expiry date has ended, and the Card has not been realised.
2. In exchange for the transfer of cash funds in the specified amount by the Buyer to the Issuer, the Issuer shall transmit to the Buyer the Gift Card for an amount equal to the amount of transferred cash funds. Cash funds transferred by the Buyer shall become the property of the Issuer at the time of issuance of the Gift Card.
3. Transfer of cash funds by the Buyer can be made by the transfer of cash, bank transfer, or execution of the appropriate operations using a credit card. The issuance of Gift Card shall take place after the receipt by the Issuer of cash, and in case of bank transfer or card transaction - after recognition of the appropriate amount on the Issuer's bank account. The issuance is only possible to the hands of the Buyer.
4. The issuance of the Gift Card to the Buyer shall not constitute the sale taxed with tax on goods and services within the meaning of tax regulations and shall not be subject to documenting with the fiscal receipt or a VAT invoice. The Buyer as the confirmation of transfer of cash funds shall receive an accounting note from the Issuer, the content of which shall indicate the unique number of Gift Card, to which the note relates. A separate accounting note shall be issued to each Gift Card, with the exception of issuing the Gift Card, referred to in § 2 item 5. Receipt or a VAT invoice will be issued upon realisation of the Gift Card at the Hotel.
5. Gift Cards are subject to recording, and each Gift Card has its own unique number.
6. The Gift Card shall be considered to be a document drawn up using the form, a specimen of which is attached as Appendix 2 to the Regulations, bearing a hologram and completed legibly with the following information:
 - a) unique Gift Card number,
 - b) the Gift Card amount in figures and words,
 - c) the Gift Card expiry date,
 - d) Issuer's stamp,
 - e) signature of Director or Deputy Director of the Hotel where the Gift Card is issued, or the signature of Director of Sales and Marketing department of the Issuer.

7. Upon transfer of the Gift Card to the Buyer, the risk for its loss, destruction or damage shall pass to the Buyer. In case of losing, damage or destruction of the Gift Card, the Buyer and the User shall not be entitled to any claims against the Issuer in this respect, in particular claims for the realisation of the Services on the basis of such Card, nor the claim in respect of issuance of another Gift Card, unless the loss, destruction or damage result from causes attributable to the Issuer.

§ 4. Realisation of the Gift Card

1. Realisation of the Gift Card shall only be possible in the Hotels indicated in Appendix 1, after transmission of its original to the hotel personnel.
2. Hotel personnel shall be obliged to check whether the Gift Card meets the requirements for its realisation and provision of Services on its basis, provided for in the Regulations. In no case, however, the hotel personnel shall verify whether the User is authorised to realise the Gift Card, in particular if he came into its possession in a legal way. Realisation of the Gift Card by the User shall be valid even if the User was not entitled to this realisation.
3. The hotel personnel shall refuse the realisation of the Gift Card, if:
 - a) the Gift Card does not meet all the requirements specified in § 3 item 6 of the Regulations,
 - b) the Gift Card has already been realised,
 - c) the Gift Card expired,
 - d) the Gift Card is damaged to the extent which prevents reading its contents,
 - e) there is a reasonable suspicion that the Gift Card has been falsified or tampered,
 - f) the Gift Card has been annulled.
4. As a result of the transfer of the Gift Card for the realisation and commencement by the Issuer to provide Services on that basis, the Buyer and the User shall lose the right to reclaim the Gift Card, and certain receivables due to the Issuer from the User as remuneration for services performed shall be redeemed by such amount as indicated in the content of the Gift Card. If the amount of remuneration for Services performed is greater than the amount indicated on the Gift Card, then the User shall be required to pay the difference between the remuneration and the amount indicated on the Gift Card.
5. Partial realisation of the Gift Card is not possible.
6. Using by the User of Services for the amount smaller than the amount indicated on the Gift Card shall not give the Buyer or the User the right to demand payment by the Issuer of the difference between the amount indicated on the Gift Card and the amount due for the Services.
7. If the services provided as part of the Gift Card realisation will be the food services in the hotel restaurant or hotel services, then realisation of the Gift Card shall be possible only after prior reservation by the User of respectively - tables in a restaurant or hotel rooms.

Accommodation reservation must be made at least 2 days in advance. Reservations shall be made by calling +48 71 78 28 765 or in the given Hotel. When making a reservation, a unique Gift Card number shall be given.

§ 5. Complaints

1. Complaints relating to the Gift Card, in particular its issuance or realisation, may be submitted by the Buyer or the User in writing to the office of the Issuer, i.e. Qubus Hotel Management Sp. z o.o., ul. Skierniewicka 18, 53-117 Wrocław, or to the address of the Hotel in which the Gift Card was issued or realised.
2. Complaints will be considered within 30 days from the date of receipt of the complaint. The time of consideration of complaint shall be postponed by time in which consideration of the complaint was not possible for reasons attributable to the Buyer or the User, or as a result of the occurrence of force majeure.

§ 6. Final Provisions

1. Regulations are available in the Hotels, as well as on the Issuer's website at <https://www.qubushotel.com/en/articles/gift-card>.
2. The Issuer may amend the Regulations at any time without giving any reasons. Amendments to the Regulations shall take effect only to those Gift Cards that were issued after the entry into force of the revised Regulations.
3. Regulations and legal relations created on the ground of the Regulations shall be subject to the Polish law. Any disputes arising from the application of the Regulations shall be settled exclusively by Polish common courts.
4. Regulations shall come into force on 01.07.2015

Appendix 1 to the Regulations - List of Hotels

Appendix 2 to the Regulations - Specimen of the Gift Card

Qubus Hotel Gift Card is an extremely versatile gift, you can give for many occasions. Wedding anniversary, jubilee, birthday, celebration of professional success are just some of the events during which a proven gift should be given.

Benefits for Gift Card holders:

- gift cards can be used while in the **restaurant**, as well as when paying for **accommodation** or a **parking lot**
- the card allows the purchase of services in all our hotels, except QH Bielsko-Biała
- minimum value of the card – **PLN 100** , maximum value – **PLN 1000**
- purchase of the card is possible at the hotel
- the validity of the card - 12 months from the date of issue
- Gift cards can be purchased in receptions of all our hotels

More information on gift cards is presented in [Regulations](#)