

**GENERAL TERMS OF ISSUE AND SERVICE
OF GIFT CERTIFICATES
(PUBLIC OFFER)**

Hereby Restoracia Bosco Co. Ltd., Bosco Boutiques Co. Ltd., hereinafter referred to as the Issuer and acting on its own behalf or on behalf of other Issuers on the basis of an agency agreement, offer to any legally capable individual, hereinafter referred to as the "Certificate Holder", to confirm and accept for execution these General Terms of Issue and Service of Gift Certificates (hereinafter referred to as the Agreement) on the conditions set forth below.

1. TERMS AND DEFINITIONS

- 1.1. For the purposes of this Agreement, the following terms shall have the following meaning:
- 1.1.1. **Gift Certificate** (or certificate) — a document certifying the right of the Certificate Holder during the validity period of the Gift Certificate to receive, in accordance with the intended purpose of such a Gift Certificate, established by its Issuer, goods and/or services from the Certificate Issuer, at a price determined in accordance with terms of this Agreement, for the total amount within the Nominal value of the Gift Certificate. The Gift Certificate is issued in the form of a plastic card that has an individual sixteen-digit numeric number and a magnetic strip for recording and reading information on the operations performed using the Gift Certificate. The card indicates the name of the Certificate Issuer, the fixed Nominal value (with the exception of certificates of a free Nominal), as well as sometimes the validity period of the certificate.
- 1.1.2. **Certificate Holder** — an individual — a party under this Agreement who has the Gift Certificate at the time of its presentation to the Certificate Issuer.
- 1.1.3. **Certificate Issuer** — the company specified in the Gift Certificate details, from among those indicated in the premises of this Agreement, and providing the Certificate Holder with goods sold in the retail trade facilities of such a company (unless otherwise specified by internal acts of Bosco di Ciliegi), and/or services provided in the service network of such a company (unless otherwise specified by internal acts of Bosco di Ciliegi) for a total amount within the Nominal value of the certificate.
- 1.1.4. **Nominal value of the certificate** (or Nominal) is either a fixed amount of money indicated on the Gift Certificate (fixed nominal) or an amount of money indicated in a cash receipt and a slip issued to the Certificate Holder when it is sold, excluding the discount provided (free nominal), within which the Certificate Holder receives the right to purchase goods and/or receive services from the Certificate Issuer during the validity period of the certificate.
- 1.1.5. **Certificate validity period** — is the period set by the Certificate Issuer starting from the date of purchase (payment) of the Gift Certificate, during which the Certificate Holder has the right to present it to the Issuer in order to receive goods and/or services for the total amount within the Nominal value of the certificate. The validity period of the Gift Certificate may (but not necessarily) be indicated on the Gift Certificate. The validity period of the Gift Certificate shall be 1095 days (3 years) from the date of sale of the Gift Certificate, unless otherwise specified by the Issuer's decision. The validity period of the Gift Certificate can be specified by the cashier of a trade or service facility of the Certificate Issuer.

2. SUBJECT OF THE AGREEMENT

- 2.1. The Parties enter into this Agreement on the Issuer's realization of goods and/or the Issuer's provision of services to the Certificate Holder for the total amount within the Nominal value of the certificate.
- 2.2. In confirmation of the conclusion of the Agreement the Issuer (Issuer's agent) hands over the Gift Certificate to the Certificate Holder.
- 2.3. The owner of the Gift Certificate form is the Issuer.
- 2.4. The authority of the Issuer's representative to conclude this Agreement follows from the situation in accordance with Art. 182 of the Civil Code of the Russian Federation.
- 2.5. GIFT CERTIFICATES ARE ACCEPTED FOR SERVICE IN THE FOLLOWING MANNER:

Gift Certificates of **Sublime** — only for payment for the **GOODS** in the of jewelry and watches shops of Bosco Boutiques Co. Ltd.;

Gift Certificates of **Bosco di Ciliegi Family** — only for payment for the **GOODS** in the shops of Bosco Boutiques Co. Ltd., except for: jewelry and watches shops, stores and gallery of "Articoli" located in "GUM", "Vesna", "Petrovsky Passage", "Smolensky Passage" and salons providing beauty and/or hairdressing services ("Christian Dior" (GUM), "Articoli" (Petrovsky Passage), hairdresser's salon (Petrovsky Passage);

Gift Certificates of **Articoli** — only for payment for the **GOODS** in the stores and gallery of "Articoli" of Bosco Boutiques Co. Ltd. located in "GUM", "Vesna", "Petrovsky Passage", "Smolensky Passage";

Gift certificates of **Articoli Salon&Spa** — only for payment for the **SERVICES** in the salons of Bosco Boutiques Co. Ltd. providing beauty and/or hairdressing services ("Christian Dior" (GUM), "Articoli" (Petrovsky Passage), hairdresser's salon (Petrovsky Passage);

Gift Certificates of **Restoracia Bosco** — only for payment for the **GOODS and SERVICES** in the Issuer's cafes and restaurants of Restoracia Bosco Co. Ltd.;

Gift Certificates of **BoscoFresh** — only for payment for the **GOODS** in all the Issuer's stores of BoscoFresh and BoscoSport of Bosco Boutiques Co. Ltd.

- 2.6. The Issuer reserves the right to unilaterally change the list of trade and/or service facilities in which the Certificate Holder is entitled to receive goods and/or services in accordance with the intended purpose of such a Gift Certificate.
- 2.7. The Issuer reserves the right to unilaterally set the assortment list of goods and/or services that the Certificate Holder has the right to receive from the Issuer using the Gift Certificate in accordance with the intended purpose of such a Gift Certificate, including introducing various restrictions and exceptions from the range of goods presented in trade and/or service facilities.

Information on goods/services not subject to realization (sale) using Gift Certificates by the Certificate Issuer shall be communicated to the Certificate Holder directly in trade and/or service facilities of the Certificate Issuer.

Changes can be found by calling Bosco di Ciliegi Unified Reference Service at +7 (495) 660 0550 or on the website at <http://www.bosco.ru>.

3. TERM OF THE AGREEMENT

- 3.1. The term of validity of this Agreement starts from the day of sale (payment) of the Gift Certificate, but not earlier than two hours after payment of the certificate cost, unless otherwise specified by the Issuer, and ends at 24.00 of the last day of the certificate validity period.
- 3.2. Payment of the cost of the Gift Certificate and/or receipt of the Gift Certificate confirms that the Certificate Holder is fully acquainted with all the terms of this Agreement and accepts these conditions without reservation.
- 3.3. After the expiration of the Gift Certificate, operations with the use of this certificate shall not be carried out, the unused balance of the funds shall not be given to the Certificate Holder or other person authorized by him.

4. PAYMENTS UNDER THIS AGREEMENT

- 4.1. The person acquiring the Gift Certificate pays the Issuer or the Issuer's agent the amount corresponding to the Nominal Value of the Gift Certificate in cash and/or using a bank card.
- 4.2. In the event that the person acquiring the Gift Certificate is the holder of a Bosco di Ciliegi discount card, the amount paid when purchasing the certificate is determined by taking into account the discount provided by the corresponding discount card.
- The conditions for the provision of discounts and the maximum amount of the discount when purchasing the Gift Certificate are set by the Issuer independently and communicated to the person purchasing the Gift Certificate when purchasing the certificate.
- 4.3. The amount of the Nominal value of the certificate is an advance payment for goods and/or services that the Certificate Issuer can realize and provide to the Certificate Holder in its trade and/or service facilities in accordance with the purpose of the Gift Certificate established by the Issuer.
- 4.4. Payment of the Gift Certificate is confirmed by a cash receipt, a slip (act) of activation, as well as, in case of payment using a bank card, a terminal slip.
- 4.5. The cost of goods and/or services that the Certificate Holder can order/purchase is determined by the Issuer at the prices specified in price tags, menus, price lists, at the time of the Certificate Holder purchasing goods or services in the relevant trade and/or service facility of the Issuer.
- 4.6. In the cases established by the Issuer, when paying for goods and/or services using the Gift Certificate, an additional discount may be provided on the cost of goods and/or services indicated in price tags, menus, price lists.
- 4.7. Discounts on Bosco di Ciliegi discount cards when paying for goods and/or services using the Gift Certificate are not available.

4. PAYMENTS UNDER THIS AGREEMENT

- 4.8. The Certificate Holder has the right to use the Gift Certificate several times within its validity period, and the Certificate Holder is entitled to use the Gift Certificate to purchase goods and/or services of the Issuer for a total amount equal to the Nominal value of the certificate.

If the total value of goods and/or services purchased and/or ordered by the Certificate Holder from the Issuer using the Gift Certificate is more than the Nominal value of the Gift Certificate, the Certificate Holder has the right to pay the Issuer the difference between the Nominal value of the certificate and the total value of the goods/services or use another Gift Certificate of the same type of the relative Issuer to pay for the corresponding difference. In this case, when making a payment, the Certificate Holder is given a single cash receipt and a terminal slip on writing off the money from a bank card, if the additional payment was made using a bank card. When making a surcharge, the paid value of goods and/or services, incl. in terms of discounts, shall be determined in the manner prescribed for payment for goods and/or services when they are purchased using the Gift Certificate. At the same time, discounts on Bosco di Ciliegi discount cards are not provided for the surcharge amount.

- 4.9. For the purpose of purchasing goods and/or receiving services using the Gift Certificate, the Certificate Holder shall notify a store assistant, a waiter, an office manager of a relevant trade or service facility of the Issuer in advance on his intention to use the Gift Certificate.

5. USAGE OF THE GIFT CERTIFICATE

- 5.1. The holder of the Gift Certificate can transfer his rights under this Agreement to another legally capable individual by simply handing over the Gift Certificate.
- 5.2. The person receiving the Gift Certificate shall acquire the status of the Certificate Holder with all the rights and obligations arising from this Agreement.
- 5.3. The former Certificate Holder, transferring it to the new Holder, is obliged to familiarize him with this Agreement. The Issuer is not responsible for non-compliance with this condition. The Issuer doesn't verify the ownership of the Gift Certificate and has the right to sell the goods or provide services using the Gift Certificate to any person presenting the Gift Certificate.
- 5.4. The Certificate Holder is responsible for the integrity of the Gift Certificate. In the case of loss of the Gift Certificate, mechanical damage to the Gift Certificate preventing its use, the Gift Certificate shall not be restored.
- 5.5. Return of the funds paid when purchasing the Gift Certificate and/or unused balance of the funds on the Gift Certificate shall not be made, including in the event of loss of the Gift Certificate, mechanical damage to the Gift Certificate preventing its use.

6. RIGHTS OF THE CERTIFICATE HOLDER UNDER THE AGREEMENT

- 6.1. The Certificate Holder, concluding this Agreement, has all the rights given to him by the Consumer Protection Legislation.
- 6.2. The Certificate Holder, acting as a consumer, has the right to make a complaint in cases stipulated by the Consumer Protection Legislation directly to the Certificate Issuer.
- 6.3. If in accordance with the Consumer Protection Legislation the Issuer decides to return to the Certificate Holder the value of a product or a service purchased using the Gift Certificate, the value of such a product or a service paid using the Gift Certificate shall be credited to the certificate by the Issuer. In this case, if by the time of making the above decision the validity period of the certificate using which a product and/or a service were paid has not expired and the remaining validity period exceeds one month the unused balance on the certificate shall be increased by the amount of goods or services to be returned on the certificate. If by the time the decision is made the certificate has expired or the period remaining until the expiry of the certificate is less than one month then the validity of this certificate shall be extended for 30 (thirty) days from the date of crediting the amount to be returned, the amount of unused balance shall be the amount of a product or a service to be returned on the certificate taking into account the unused balance of funds on the Gift Certificate, which has not expired.
- 6.4. If a service provided is contraindicated for the Certificate Holder in connection with the individual characteristics of the organism, the Certificate Holder, upon presentation of documentary evidence, has the right to request the Issuer to replace the service with another possible service.
- 6.5. In case of liquidation of the Certificate Issuer in accordance with the current legislation of the Russian Federation, the Certificate Holder loses the right to receive goods and/or services of this Issuer, unless otherwise established by internal acts of Bosco di Ciliegi.
- 6.6. The Certificate Holder expresses his consent to the transfer by the Certificate Issuer of rights and obligations under this Agreement to any third party, provided that the Certificate Holder retains the right to receive from such third party everything that he could receive from the Issuer.

7. OTHER CONDITIONS

- 7.1. The amount paid by the Certificate Holder when it is purchased does not accrue interest.
- 7.2. In the event that the Certificate Holder causes damage to the Issuer, the latter has the right to withhold losses, as well as fines, from the unused funds balance on the Gift Certificate.
- 7.3. Unilateral termination of this Agreement shall be permitted in cases established by the legislation of the Russian Federation.

