

DINNERGIFT'S TERMS & CONDITIONS FOR USERS

1. General Information and definitions

1.1. These Terms and Conditions are applicable to the services offered on DinnerGift, an online social platform available on the Platform, operated by DinnerGift BVBA, with company address at Waversesteenweg 136, 2500 Lier, registered in the Crossroads Bank for Enterprises under number 0695.772.387 and with bank account number BE34 7350 5052 7890 at a Belgian credit institution (hereafter referred to as "**DinnerGift**", "we", "us" or "our"), with e-mail address: hello@dinnergift.be.

1.2. These Terms and Conditions are applicable to the Service DinnerGift delivers through the Platform. DinnerGift only acts as a facilitator between Culinary Businesses and Users to facilitate the ordering of culinary Gift Vouchers and is therefore not a party to any agreement concerning the purchase and enjoyment of Culinary Business Offers.

DinnerGift will in no way be considered to act as a Culinary Business or any other food provider, owner or operator of a food establishment of any kind.

1.3. It is possible that additional terms and conditions of the Culinary Business are applicable to the purchase and enjoyment of the Culinary Business Offer for which the Gift Voucher is valid. Please consult these terms and conditions before purchasing and Validating a Gift Voucher.

1.4. The capitalized terms used throughout these Terms and Conditions shall mean the following:

Account: all information and content that a registered User has provided on the Platform. This includes personal information, records, favourites, reviews, recommendations, pictures et cetera.

Consumer: any natural person who acts for purposes that are outside his trade, business, craft or profession;

Company: any natural or legal person pursuing an economic goal in a durable manner, as well as its associations;

Culinary Business: a legal entity not linked to DinnerGift, being for example a bar, restaurant or any other culinary establishment offering food and/or beverages, offering culinary Gift Vouchers for such on the Platform.

Culinary Business Offer: the food and/or drink products and/or services offered by the Culinary Business for which a Gift Voucher can be purchased on the Platform.

Force Majeure: (i) an act of God, explosion, fire, tempest or flood; (ii) outbreak of war, hostilities, riot, civil disturbance or acts of terrorism; (iii) the act of any government or authority (including refusal or revocation of any license or consent); (iv) power failure, failure of telecommunications lines, failure or breakdown of plant, machinery or vehicles; (v) theft, malicious damage, strike, lock-out or industrial action of any kind; (vi) any cause or circumstance whatsoever beyond the reasonable control of the party seeking to rely on the delay.

GDPR: Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

Gift Voucher: the legal title, either in physical or electronic form, granting the holder of the Gift Voucher the right to enjoy the Culinary Business Offer for which the Gift Voucher is valid at the Culinary Business' establishment.

Parties: User and DinnerGift together.

Personal Data: any information relating to an identified or identifiable natural person ('data

subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Platform: the internet website (dinnergift.be, dinner-gift.be, dinner-gift.com, dinner-gift.nl, dinnergift.fr, dinnergift.de, dinnergift.dk, dinner-gift.es, dinnergift.es), mobile application or any other electronic communication service through which Gift Vouchers are offered and purchased.

Processing Fee: the fee DinnerGift charges to the User when ordering a Gift Voucher.

Service: the facilitating service provided by DinnerGift through the Platform that allows Culinary Businesses to offer and Users to purchase culinary Gift Vouchers.

Terms: the present Terms and Conditions, DinnerGift’s Privacy Policy, Cookie Policy and Platform Acceptable Use Policy.

User: every Company or Consumer visiting and making use of the Platform and possibly buying a Gift Voucher, also referred to as “you”.

Validating / Validate: using a Gift Voucher at the Culinary Business’ establishment for which the Gift Voucher is valid, by presenting and handing over the Gift Voucher to the Culinary Business’ representative.

2. The Platform

2.1. The Platform is an interactive online social platform. The User may use the Platform and actively participate on the Platform’s interactive sections in accordance with DinnerGift’s Platform Acceptable Use Policy.

2.2. Although DinnerGift will do its very best, DinnerGift cannot guarantee that the Platform will operate continuously without any interruption or that it will be error-free on every device used to access the Platform. DinnerGift does not accept any liability in this regard.

2.3. DinnerGift reserves the right to, at any time, correct, modify, amend, enhance, improve and make any other changes to the Platform or to add or discontinue displaying or providing any content or feature without a notice to its Users.

3. Creating an Account and buying a Gift Voucher

3.1. To buy a Gift Voucher on the Platform you must create an Account on the Platform and explicitly accept these Terms and Conditions. You must at least be 18 years or older to create an Account and have the legal capacity to buy a Gift Voucher.

To buy a Gift Voucher through the Culinary Business’ website, you must at least be 18 years or older, have the legal capacity to do so and explicitly accept these Terms and Conditions.

3.2. The User guarantees that the information provided when creating an Account is true, accurate and up-to-date. If the information provided is not true, accurate and/or up-to-date, DinnerGift cannot guarantee the provision of the Service. DinnerGift does not accept any liability in this regard.

The Personal Data that you provide when creating an Account will be processed in accordance with article 9 of these Terms and Conditions.

3.3. The price of the Gift Voucher is the price that is shown on the Platform to the User when his shopping basket details are presented as well as on the payment page and consists of the Culinary

Business' Gift Voucher price (including taxes), Processing fee and any other fee that DinnerGift is entitled to claim in the Culinary Business' name. The Processing fee charged to the User depends on the total amount of the order (amount incl. VAT). DinnerGift can adjust the rate of this Processing fee at all times.

3.4. The User can pay on the Platform using Bancontact and all major credit cards such as Visa, Mastercard and American Express. The User acknowledges that the own terms and conditions of these payment service providers and/or credit card issuers may be applicable to the payment made on the Platform.

3.5. When ordering a Gift Voucher you make an offer to DinnerGift to buy the Gift Voucher. The purchase of such Gift Voucher shall only be concluded when receiving a confirmation e-mail of DinnerGift. DinnerGift explicitly reserves the right to refuse your offer to buy a Gift Voucher.

4. Use and validity of the Gift Voucher

4.1. Commercial trade in Gift Vouchers bought on the Platform is prohibited. You may only print a Gift Voucher once. Reproducing and distributing Gift Vouchers is prohibited.

4.2. Gift Vouchers purchased on the Platform can only be Validated for the Culinary Business Offer at the Culinary Business described on the Gift Voucher. Gift Vouchers cannot be Validated at DinnerGift. Items ordered in addition to the Culinary Business Offer and discretionary service charges / gratuities in accordance with the Culinary Business' own terms and conditions are not included in the price of the Gift Vouchers.

4.3. All Gift Vouchers are valid for 12 months from the date of purchase and can be used on the day and hour of preference unless explicitly stated otherwise on the Culinary Business page on the Platform and/or the Gift Voucher . Gift Vouchers not Validated within this timeframe will be forfeited with no entitlement to refund or exchange. It is not possible to extend the validity of the Gift Voucher beyond the stated validity period.

4.4. Without prejudice to articles 5 and 6, purchased culinary Gift Vouchers are not refundable in cash nor replaceable for a new culinary Gift Voucher from the same or a different Culinary Business. This does also apply if the Gift Voucher is lost, destroyed or stolen.

4.5. Unless determined otherwise, the Gift Voucher does not entitle you to enjoy the Culinary Business Offer at a certain date and/or time. DinnerGift advises you to contact the Culinary Business at an early stage to ascertain the possibility to Validate the Gift Voucher. DinnerGift has no influence on the dates and times for enjoyment of the Culinary Business Offer.

4.6. When making a reservation at the Culinary Business, the Gift Voucher must be mentioned. Upon arrival at the Culinary Business on the agreed date and time, the Gift Voucher must immediately be Validated before enjoying the Culinary Business Offer.

4.7. The Gift Voucher can only be Validated once. If for whatever reason the amount of the Gift Voucher exceeds the price of the Culinary Business Offer enjoyed at the Culinary Business, the remaining amount shall not be reimbursed in any way to the holder of the Gift Voucher, not by DinnerGift nor by the Culinary Business.

5. Right of withdrawal for Consumers

5.1. Save in the event the Gift Voucher is valid for catering or services related to leisure and it provides for a specific date or period of performance (in which event the Consumer has no right of withdrawal), the Consumer has the legal right to withdraw the purchase of the Gift Voucher, without giving any reason, within 14 calendar days after his purchase (i.e. after receiving the confirmation e-mail of DinnerGift).

5.2. When the Consumer Validates the Gift Voucher within this 14 days withdraw period, the Consumer explicitly requests that the services linked to that Gift Voucher are performed and he acknowledges that he loses his right of withdrawal.

As DinnerGift is not responsible to provide/deliver the Culinary Business Offer for which the Gift Voucher is valid, DinnerGift's services are completely delivered/performed when the Gift Voucher is purchased.

5.3. The Consumer can exercise his right of withdrawal by sending an e-mail to hello@dinnergift.be.

5.4. When withdrawing his purchase in accordance with this article, DinnerGift shall reimburse the Consumer all payments received from the Consumer, not later than 14 days from the day on which DinnerGift is informed of the Consumer's decision to withdraw the contract. The reimbursement shall be carried out using the same means of payment as the Consumer used for the initial transaction, unless the Consumer expressly agreed otherwise.

6. Reimbursement in event of Force Majeure

6.1. In the event the Gift Voucher is not Validated within the given validity period due to an event of Force Majeure, the Consumer can be entitled to reimbursement. The Consumer must contact DinnerGift by sending an e-mail to hello@dinnergift.be and show that his inability to Validate the Gift Voucher on time is due to such Force Majeure.

7. Suspension and dissolution

7.1. In case of established deception, fraud, forgery, scam, other malicious practices or purchase or ordering and/or Validation of the Gift Voucher in breach of these Terms and Conditions or serious suspicion of one of these mentioned practices, DinnerGift has the right to dissolve the purchase of the culinary Gift Voucher or suspend the delivery of the Gift Voucher, without payment of a compensation.

7.2. If you violate any of DinnerGift's Terms or any applicable legislation, DinnerGift reserves the right to suspend the use of the Platform or block/delete your Account, in accordance with DinnerGift's Platform Acceptable Use Policy.

8. Liability

8.1. DinnerGift only acts as an intermediary between Culinary Businesses and Users to facilitate the ordering of culinary Gift Vouchers and is therefore not a party to any agreement concerning the enjoyment of Culinary Business Offers.

8.2. Save for damages arising out of or related to a purchase of a Gift Voucher as offered on the Platform by the User (for which DinnerGift accepts liability, except in case of Force Majeure), DinnerGift shall, to the extent allowed by law, not be held liable for any direct or indirect damages the User or any other holder of the Gift Voucher may occur in the course of Validating the Gift Voucher and/or enjoying the Culinary Business Offers.

To the extent allowed by law, DinnerGift does not provide any guarantees and does not accept any liability with regards to the accuracy, safety, conformity, quality, legitimacy, adequacy or any other aspect of the Culinary Business Offer provided by the Culinary Business.

DinnerGift shall not be held liable for any damages occurred by the User or any other holder of the Gift Voucher that are caused by a breach of contract due to Force Majeure or any other unforeseeable and unsurmountable action of a third party outside of the control of DinnerGift.

In the event DinnerGift would be held liable for any damages occurred by the User or any other holder of the Gift Voucher, these damages can, to the extent allowed by law, in no circumstance exceed 200% of the initial price paid for the Gift Voucher as determined in article 3.

8.3. The Culinary Business and not DinnerGift is responsible to make available/provide the Culinary Business Offer.

8.4. When the Culinary Business is unable to provide you or any other holder of the Gift Voucher with the Culinary Business Offer as determined on the Gift Voucher or in the event you have a complaint regarding the making available/provision of the Culinary Business Offer, you must directly contact the Culinary Business.

8.5. In case the Culinary Business is no longer active on the Platform at the moment of Validation, the Culinary Business is still obliged to accept the Gift Vouchers that were issued when the Culinary Business was still active on the Platform. DinnerGift does not accept any liability in this regard and you must direct yourself directly to the Culinary Business with any complaint in this regard.

8.6. In the event no amicable solution can be reached between the User and the Culinary Business, either party may request DinnerGift to intervene and mediate to reach a solution.

9. Processing of Personal Data

9.1. In order to comply with its contractual obligations under these Terms and Conditions and for administrative purposes, DinnerGift shall process the User's Personal Data. If you consented thereto, the Personal Data shall also be used by DinnerGift and/or the Culinary Businesses to send commercial communications by e-mail. The processing activities are thus based on article 6.1. (a) (consent – commercial communications) and (b) (necessary to perform a contract) of the GDPR.

9.2. To the extent necessary to carry-out the purposes or in the event you consented thereto, your Personal Data may be shared with other companies and/or persons. DinnerGift shall ensure that these recipients undertake to process the Personal Data in accordance with the applicable legislation, including the GDPR. Your Personal Data are normally not transferred outside the European Economic Area. Should this nevertheless be the case, DinnerGift undertakes to conclude all necessary (contractual) safeguards in this regard (e.g. EC Standard Clauses or similar contractual safeguards).

9.3. You have the right to access and rectify your Personal Data in the event they are incorrect or incomplete, as well as the right to erasure and the right to object and the right to restriction of the processing under the conditions set out in the applicable legislation. In such event it might be impossible for DinnerGift (as the case may be, the other recipients) to perform its (contractual) obligations vis-à-vis you. DinnerGift (and as the case may be, the other recipients) does not accept any responsibility in this regard.

In as far the processing is based on your consent, you may withdraw your consent at all times.

You have the right to obtain a copy (in a structured, commonly used and machine-readable format) of your personal data and the right to have your personal data transmitted to another controller ('data portability').

To enforce the above mentioned rights, you can surf to your Account area on the Platform or contact us by sending an e-mail to the following e-mail address: hello@dinnergift.be.

You are entitled to file a complaint with the Belgian national data protection authority (Gegevensbeschermingsautoriteit / l'Autorité de protection des données) - Rue de la Presse, 35, 1000 Bruxelles – contact@apd-gba.be).

9.4. We will retain your personal data as long as necessary to achieve the purposes for which they were collected, or longer if required by law.

9.5. DinnerGift shall not accept any responsibility and/or liability for the processing of your Personal Data by any payment service provider or credit card issuer. These payment intermediaries are bound by the applicable legislation, including the GDPR, when processing your Personal Data.

10. Dispute resolution and applicable law

10.1. When having a question or complaint regarding the availability and/or provision of the Culinary Business Offer, the User should directly contact the Culinary Business.

10.2. When having a question or complaint regarding the (use or functioning of the) Platform, the purchase or provision of the Gift Voucher, the User can contact DinnerGift via the following e-mail address: hello@dinnergift.be.

10.3. The Consumer can also file a complaint on the European Online Dispute Resolution platform with a view of solving the issue. More information can be found on <https://ec.europa.eu/consumers/odr/main/?event=main.home.show>

10.4. These Terms and Conditions and any dispute or claim that may arise from it are governed by Belgian law, excluding the rules of conflict of law.

10.5. Any dispute regarding the interpretation and/or performance of the Terms that could not be solved in amicable way, shall be brought before the competent courts in Antwerp, without prejudice to the right of the Consumers to base themselves on the provisions of Regulation 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.

11. Miscellaneous

11.1. Parties can only deviate from the provisions in the Terms by means of a written agreement, signed by both Parties.

11.2. In the event of contradictions or issues of interpretation, the English version of the Terms shall prevail over any other version in any other language.

11.3. Failure to exercise any right resulting from the provisions of the Terms shall not be considered as a waiver of rights in any way, and is without prejudice to the Parties' right to exercise their rights under the Terms at any subsequent time.

11.4. If any part of the Terms is held to be null or invalid, such determination shall not impact any other provision of the Terms and the latter shall continue to be in full force, except for the provision held invalid. To the extent allowed by law, the Parties shall immediately replace the provision with a provision which effect should be as close as possible to the intentions of the Parties and in line with the other provisions of the Terms.

11.5. The transactions, electronic communications, operations on the network, connections and any other electronic actions will be proven by .log files, e-mails and transaction files that could be saved by DinnerGift on electronic media. You accept the evidentiary value of these files. This is without prejudice to the Parties' right to use other elements of proof.

11.6. DinnerGift reserves the right to change, amend, alter or (partially) replace the Terms. An announcement of such changes will be posted on the Platform. If such changes are of significant nature, DinnerGift shall inform the Users by e-mail. You shall only be bound by the Terms and Conditions that applied when purchasing a Gift Voucher or the Platform Acceptable Use Policy, Cookie Policy and Privacy Policy effective at the moment you made use of the Platform.

These Terms and Conditions were last reviewed on 3 July 2018.