

# General Terms and Conditions for using the UBS KeyClub eStore

These General Terms and Conditions (hereinafter referred to as "GTC") govern the legal relationship between the user<sup>1</sup> of the UBS KeyClub eStore (hereinafter "User"), UBS Switzerland AG (hereinafter "UBS") as well as the other selected companies that offer their products and/or services via the UBS KeyClub eStore (hereinafter "Partner") in relation to using the UBS KeyClub eStore and purchasing products and/or services via the UBS KeyClub eStore.

## 1 Offer

1.1 The UBS KeyClub eStore is an online platform operated by UBS on which UBS or partners can offer products and/or services, such as vouchers (hereinafter "Voucher Codes"), which the User can obtain against payment.

1.2 The User can also convert some or all of his electronic UBS KeyClub points (hereinafter "ePoints") in the UBS KeyClub eStore into Voucher Codes. Users in guest mode can send the Voucher Codes by email to an email address provided by the User. Users logged in to the UBS KeyClub eStore will see the Voucher Codes in their account, where they can also be further processed (e.g. sent via email).

1.3 UBS may change or discontinue the scope of the UBS KeyClub eStore service or discontinue it at any time without prior notice.

## 2 Contract conclusion, contractual partner

2.1 The User concludes the contract for the purchase of an offered product or service directly with the provider specified in the product description. If the provider indicated in the product description is a Partner, UBS acts in this respect only as an intermediary.

2.2 The contract between the User and the provider is concluded for products with their shipment, for Voucher Codes with the credit to the corresponding account or delivery by email, and for services with the confirmation of your order.

2.3 Integral parts of the contract between the User and the provider are, in this order of precedence, (1) the provisions specified in the product description, (2) the referenced general terms and conditions of the provider (if applicable) and (3) the provisions contained in these GTCs. In case of contradictions between provisions of individual parts of the contract, the provision in the higher-ranking part of the contract shall take precedence.

2.4 **When purchasing products or services in the UBS KeyClub eStore, the general terms and conditions contained on the respective website of the Partner apply (if available).**

## 3 Payment

3.1 The products and services offered in the UBS KeyClub eStore can be purchased by the User against payment using the KeyClub points they have acquired together with any additional payments by credit card, if required.

3.2 A minimum number of ePoints is defined for each product and service in the UBS KeyClub eStore that must be used for purchasing the corresponding product or service.

3.3 Additional payments by credit card are possible in combination with the redemption of the required number of ePoints. UBS takes the redeemed ePoints as well as any additional payments made by the User and forwards them to the relevant provider.

## 4 General conditions for purchasing Voucher Codes

4.1 The following general conditions apply to the purchase of Voucher Codes:

4.1.1 If a period of validity is noted on the Voucher Code, the Voucher Code can only be redeemed with the provider within this period. If the Voucher Code is not redeemed within the period of validity, it expires.

4.1.2 If a User logged into the UBS KeyClub eStore acquires a Voucher Code, it will be sent by email and displayed in the User's account.

4.1.3 If a User purchases a Voucher Code in guest mode, the Voucher Code is sent by email to the email address that the User provided during the ordering process. The Voucher Code will be sent as soon as the payment is registered by UBS.

4.1.4 All Voucher Codes are provided with a unique code number, which the provider compares with a list available to them when they are redeemed. The Voucher Code is transferable. It is not permitted to copy, edit or manipulate the Voucher Codes. UBS reserves the right to take legal action in the event of abuse.

4.1.5 Unless otherwise stated in the offer, a Voucher Code can be redeemed several times until the equivalent value has been used up. If a Voucher Code can only be redeemed once, any unused residual value will be lost. A refund is not possible.

4.2 If there are any problems with the redemption of a Voucher Code or with the provision of the service, the provider with whom the User has concluded the contract for the purchase of the product or service should be contacted directly.

## 5 General conditions for sending Voucher Codes

5.1 The following general conditions apply to the sending of Voucher Codes:

5.1.1 If a User sends a Voucher Code in guest mode, the User is responsible for entering the correct email address. If the User has entered an incorrect email address, and therefore the email cannot be delivered, or if the email is delivered to an incorrect recipient, UBS assumes no liability for this. The User is therefore not entitled to a refund of the ePoints that are given away using the relevant Voucher Code.

5.1.2 The recipient of a Voucher Code can access the offers in guest mode in the UBS KeyClub eStore and acquire offered products and/or services against payment.

## 6 Displayed information

When displaying information and messages, UBS ensures the usual amount of care that is customary to business is given. UBS excludes any further warranty and liability for accuracy, completeness and timeliness. The information and notifications displayed are regarded as provisional and nonbinding unless certain information is explicitly identified as binding within the framework of a specific service.

## 7 Transmission errors, technical disruptions, operational failures and illegal interventions

**UBS hereby excludes all liability** in respect of loss or damage suffered due to transmission errors, misrouting, technical faults or defects, breakdowns or illegal intrusions in IT systems of the User or any third party (incl. systems and transmission networks that are generally accessible to the public), unless UBS failed to exercise the appropriate standard of care and diligence customary in the business. Provided that UBS exercises the customary degree of care, UBS assumes no liability for access to the UBS KeyClub eStore being free of malfunctions and interruption at all times. This also means that UBS assumes no liability for any loss or damage suffered due to malfunctions, interruptions (including maintenance work required by the system) or overloads affecting UBS' equipment or IT systems.

## 8 Fees

There are no charges for using the UBS KeyClub eStore. Any price adjustments will be communicated to the KeyClub participant in an appropriate manner.

<sup>1</sup> The singular form also includes the plural, and all masculine terms refer to persons of both genders.

**9 Banking secrecy/data protection, marketing**  
**UBS is authorized to store the User data obtained in connection with the utilization of the UBS KeyClub eStore, to forward it to the corresponding provider (whereby the provider will be able to infer the banking relationship with UBS), to process and use it. In particular, UBS itself or third parties commissioned by UBS may evaluate the aforementioned data, create client profiles and process them for the purpose of market research.** The purpose of this is to provide Users with interesting offers, whereby they can object to the use of their personal data for marketing purposes at any time. Typically, the following data is processed: Information about the User, his credit card and card transactions. Information on how UBS uses and passes on personal data, how long it is stored, how it is stored securely and what rights the Users have with regard to their personal data can be found in UBS' [Privacy statement](#). The external Partners process personal data on their own responsibility and in accordance with their own data protection statements.

**10 Amendments to provisions**

UBS reserves its right to amend these GTCs, any possible additional agreements or special provisions for individual products or services at any time. These will be announced in writing, electronically on screen, by circular letter or in any other way and shall be deemed to have been approved if no written objection is received within one month of announcement, but in any case with the next order via the UBS KeyClub eStore.

**11 Cancellation**

11.1 Cancellation of the UBS KeyClub eStore service can take place at any time by the User or UBS.

11.2 UBS is entitled at any time to terminate individual services offered via the UBS KeyClub eStore without notice and without notifying the User.

**12 Jurisdiction and choice of law**

The legal relationship of the User with UBS is subject to **Swiss law**. If the User lives in Switzerland, the court at the User's place of residence is responsible for disputes arising from this legal relationship. However, the User is also authorized to assert his rights in Zurich or Basel. If the User lives abroad, Zurich is the decisive place of performance and debt collection (special domicile pursuant to art. 50 para. 2 DCBA) as well as the exclusive place of jurisdiction for all disputes arising in connection with this legal relationship. However, UBS reserves the right to take legal action at the User's domicile.

**13 Other provisions**

Additionally, the [Terms of use](#) and the [Privacy statement](#), the country-specific legal information and restrictions, and other information and notes on the web pages of the UBS KeyClub eStore apply. These should be read carefully.