

SIA "OPTIMERA LATVIA"  
Ata Street 5A, Riga, LV-1009  
Reg. No. 40003140449

**Būvniecības ABC**  
**GIFT CARD TERMS AND CONDITIONS**

1. These Terms and Conditions, hereinafter referred to as the "Terms and Conditions", shall determine the procedure for the purchase and use of gift cards issued by SIA "OPTIMERA LATVIA", reg. No. 40003140449, hereinafter referred to as OPTIMERA, hereinafter referred to as the "Gift Card".
2. The Gift Card is a non-cash means of payment, which can be used to pay for goods or services at the points of sale of Būvniecības ABC.
3. The Gift Card may be purchased in the form of a digital or plastic card in all Būvniecības ABC stores, as well as electronically in the online store of Būvniecības ABC - [www.buvniecibas-abc.lv](http://www.buvniecibas-abc.lv)
4. Gift cards are given a unique number, value and expiry date.
5. The Gift Card is anonymous and does not bear the name of the buyer.
6. The value of the Gift Card is chosen by the buyer at the time of purchase. The amount of the value is indicated on the Gift Card. The value of the Gift Card shall not be changed after payment. The value of the Gift Card offered in the online store of Būvniecības ABC is constant at EUR 5, EUR 10 EUR 20, EUR 30, EUR 40, EUR 50 or EUR 100.
7. At the time of purchase of the Gift Card, the buyer must pay the full value of the Gift Card.
8. The Gift Card shall be valid for use from the moment of its purchase.
9. The Gift Card may be used only within one purchase.
10. The Gift Card may be used by the buyer together with other means of payment - cash or payment card, if the price of the goods or services exceeds the value of the Gift Card. When purchasing a product or service on the website, the excess amount must be paid by means of an additional invoice.
11. If the value of the goods or services is less than the value of the Gift Card, the difference will not be paid in cash or by cheque.
12. The Gift Card cannot be exchanged for cash.
13. In case of loss, the Gift Card shall not be renewed.
14. The Gift Card is valid for 6 months from the date of purchase. After the expiry of the validity period of the Gift Card, the Gift Card is no longer valid and the unspent balance of the Gift Card is not refunded. If the Gift Card has not been used by the last day of the validity period of the respective Gift Card, then the Gift Card shall be cancelled on the day following the expiry of the validity period and there shall be no right to request the extension of the validity period and/or payment of the nominal value of the Gift Card in cash.
15. It is not possible to purchase a new Būvniecības ABC gift card with the Gift Card.
16. It is not possible to pay with the Gift Card at self-service checkouts of Būvniecības ABC stores.
17. In case of loss of the Gift Card, it will not be renewed and OPTIMERA will not be liable for and will not reimburse for any personal damages.

18. The buyer is free to transfer the Gift Card to other persons. Physical transfer of the Gift Card to another person shall simultaneously include transfer of all rights and obligations related to the Gift Card to that person.
19. The person who is actually in possession of the Gift Card shall be recognised as the true and sole rightful owner of the Gift Card.
20. The buyer of the Gift Card shall have the right to submit a claim related to the Gift Card, transactions with the Gift Card and other issues not later than 3 months after the expiry of the validity period of the Gift Card by submitting a written application with a description of the event to OPTIMERA, otherwise it shall be deemed that the user of the Gift Card has no complaints and claims and such complaints shall not be considered.
21. OPTIMERA shall not accept the Gift Card for payment of the transaction if the Gift Card is expired, damaged, forged or illegally obtained.
22. All disputes relating to the performance of these Terms and Conditions and the Gift Card Agreement, if not resolved in mutual negotiations with OPTIMERA, shall be settled at the choice of the claimant in the courts of the Republic of Latvia.
23. OPTIMERA reserves the right to make changes to these Terms and Conditions at its sole discretion by posting new or revised Terms and Conditions on [www.buvniecibas-abc.lv](http://www.buvniecibas-abc.lv)