# **Reka Gift Cards**

General Terms and Conditions (GTCs)



# General Terms and Conditions (GTCs) for the Reka Gift Cards

All personal pronouns contained in these GTCs apply equally to people of both genders.

#### 1. Scope of application

These GTCs govern the principles of the relationship between the Customer and the Swiss Travel Fund (Reka) Cooperative (hereinafter Reka), exclusively with regard to the Reka Gift Card. At the latest with the acquisition of the Reka Gift Card or – if the Customer and the user of the Reka Gift Card are not the same person – with the first use, the Customer or the user (hereinafter referred to collectively as the 'Customer') confirms they have noted, understood and accepted these GTCs. Regarding the Reka account, the Reka-Card and the Reka customer portal, reference is made to the relevant Reka GTCs.

# 2. Characteristics of the Reka Gift Card

The Reka Gift Card is a prepaid value card which holds «Reka-Pay» credit that does not earn interest and which can be used only for purchase of products and services (e.g. public transport, fuel, mountain railways, hotels and gastronomy, sports article rentals, events and entertainment) at Reka acceptance points. The Reka Gift Card is impersonal and transferable. No exchange of Reka Gift Card credit will be made into Swiss francs. Exchange is not possible into another Reka currency (Reka-Rail+ or Reka-Lunch). In case of loss or theft, the Reka Gift Card will not be replaced. The Reka Gift Card cannot be topped up.

# 3. Purchase of the Reka Gift Card / acceptance points

The Customer can obtain the Reka Gift Card at the delivery points, sales channels visible on reka.ch or purchase it online on reka.ch and at Reka-Pay acceptance points, as well as online. For online use of the Reka Gift Card, the user must identify themselves with the User ID and the PIN/password printed on the Gift Card. Reka Gift Cards can be loaded at the delivery point or online with a value of between a minimum of CHF 50 and a maximum of CHF 250. Loading is made using the means of payment accepted by the delivery point.

#### 4. Default Guarantee

Ensuring compliance with the regulations of Swiss banking law, the credits on the Reka Gift Cards which exceed the amount of CHF 3,000 per Customer are secured via a default guarantee. The guarantor undertakes to pay all Customers each loss amount in connection with Reka Gift Cards which exceeds CHF 3,000, up to the maximum amount mentioned in the default guarantee. The individual terms of the default guarantee can be viewed on reka.ch. The Customer confirms their agreement with this default guarantee.

# 5. Activation / period of validity of the Reka Gift Card

So that services and products can be paid for with the Reka Gift Card at acceptance points, the Reka Gift Card must be activated. Activation takes place through payment of the corresponding credit amount. The Reka gift Card can be used for three years following its activation, as long as it has a credit balance.

#### 6. Use of the Reka Gift Card

The Reka Gift Card can be used for payment of products and services at Reka acceptance points. The Reka Gift Card can be passed on, or gifted, and used by this Customer in accordance with these GTCs. When paying 'physically' at an acceptance point, the Reka Gift Card is presented at the EFT/POS payment terminals and the purchase amount, or the amount specified by the Customer, is deducted from the Reka Gift Card. If the Reka Gift Card is used online, the customer must identify themselves with the User ID and password printed on the Reka Gift Card. The remaining balance can be consulted at all times using the QR code printed on the Reka Gift Card or reka.ch/balance.

# 7. Due diligence and liability in connection with the Reka Gift Card

In the event of theft or loss, the Reka Gift Card will not be replaced. Every use of the Reka Gift Card (with Reka Gift Card User ID and PIN/password for online purchases) is deemed to be authorized by the Customer. Reka is not liable in the event of misuse. Reka rejects any responsibility for the Customer's transactions with acceptance points where the latter paid with the Reka Gift Card. Notably, the Customer must deal directly with the relevant acceptance point regarding any complaints concerning goods or services and settle any other disputes arising from these transactions. Reka Gift Cards must not be resold by the Customer.

#### 8. Data protection

Reka complies with the regulations of the Swiss Data Protection Act. The Reka Gift Card is impersonal and transferable. No customer details used for Reka Gift Card administration are saved. However, an allocation to persons is made when customers order the Reka Gift Card directly from Reka (e.g. employers who order Reka Gift Cards for their staff as a present). The customer agrees for Reka to process historical and future data relating to his or her order on reka.ch (e.g. name, address, gender, e-mail address) and data about their activities (e.g. information about payment and order history or with reference to visits to the website of Reka). The data is used for the purpose of supplying and improving the services and offers requested, providing and selling goods, for identity and creditworthiness checks, for risk management, for marketing and internal statistics, as well as for analysis purposes.

#### 9. Commissioning third parties

Reka is entitled to commission third parties, in whole or in part, for the processing of all services relating to the contractual relationship with the Customer. The Customer authorizes Reka to provide these suppliers with the details necessary to fulfil the assigned tasks. The suppliers are contractually obliged to comply with the Swiss Data Protection Act.

# 10. Applicable law and legal venue

These General Terms and Conditions and the contractual relationship between Reka and the Customer are subject to substantive Swiss law.

#### 11. Modifications to the GTCs

Reka may modify the GTCs at all times. The modifications are announced to the Customer in an appropriate manner and are accessible on reka.ch/gtc at all times. The new GTCs apply to Reka Gift Cards bought after the modification date, as well as to existing Reka Gift Cards if these are used after the modification date.

These GTCs are written in German, French, Italian and English. In the event of discrepancies or contradictions, the German version takes priority.

Bern, March 2025