

UK  
TERMS AND CONDITIONS  
SLOWEAR CLUB

**1. ORGANISING COMPANY**

The company organising the loyalty program “*SLOWEAR CLUB*” (hereinafter the “*Programme*”) is Slowear S.p.A., with its registered office at Mira (VE), Via della Fornace 15-17, Italy, VAT no. 04246660288 (hereinafter the “*Organising Company*”).

**2. TERM**

The Programme will take place from 22 September 2020 at 12 am (the “*Term*”).

**3. TERRITORY**

United Kingdom (the “*Territory*”)

**4. MEMBERS**

The Programme is open to any person aged 18 (eighteen) or over, who has signed up to the Programme before or during the Term:

- (i) At one of the “*Slowear Stores*” shops directly operated by the Organising Company in the Territory, which are listed in section “*Stores*” on the website [www.slowear.com](http://www.slowear.com) (hereinafter the “*Stores*” and the “*Website*”); or
  - (ii) By creating a personal account (the “*Account*”) on the section “*Register*” of the Website, by selecting the UK as shipping country,
- (hereinafter the “*Member*” or the “*Members*”)

Members shall provide the personal data that is required by the registration form (i.e. name, surname, e-mail address, password, birthdate) in an accurate, correct, complete and truthful way.

A Member who has registered in one of the Stores is permitted to sign up through the Website, using the same e-mail address provided at the time of registration in the Store.

Participation in the Programme by a Member is free and requires the full acceptance of these terms and conditions.

Members who have used Accounts that are not in compliance with the Organising Company’s policies, terms and conditions, or have used automatic systems or robots aimed at simulating the required human interaction with the Website, are forbidden to participate in the Programme. The Organising Company reserves the right to refuse participation in the Programme to Members who breach these terms and conditions.

**5. THE PARTICIPATION PROCEDURE**

Upon signing-up to the Programme, the Member can start earning points with every purchase made in any of the Stores or of the “*Slowear Stores*” located worldwide and/or through the Website. There is no minimum expenditure required to start earning points and there is no maximum limit to the amount a Member can spend in order to earn points. The Member may purchase any of the products sold in the Stores or in the Website (whether full price or at a discount), (the “*Products*” and the “*Purchase*”).

Any limitations and/or exclusions on what constitutes an eligible Purchase for the purpose of accumulating points will be notified from time to time to Members by the sales staff in the Stores or through banners on the Website. At all material times throughout the duration of the Term, the Organising Company reserves the right to implement such limitations and/or exclusions.

Following each Purchase, Members shall accumulate points (the “*Slowear Points*”) according to the following equations:

1 € = 1 Slowear Point

1 \$ = 1 Slowear Point

1 £ = 1 Slowear Point

100 yen = 1 Slowear Point

Once Members have reached the **minimum threshold of 1001 (one thousand one) Slowear Points**, they may redeem the Slowear Points earned and use them to purchase Products in Stores or through the Website.

The Slowear Points shall be converted as follows:

10 Slowear Points = 1 €

10 Slowear Points = 1 \$

10 Slowear Points = 1 £

10 Slowear Points = 100 yen

Please note that Members are only allowed to redeem Slowear Points for the entire amount spent on Products purchased in Stores. However, Members are only permitted to redeem up to 50% of the value of the Products contained in the Shopping Cart through the Website using Slowear Points.

It remains understood that Slowear Points may not be converted into cash, substituted in any way or transferred for use, or use them to request other prizes.

## **6. EXCLUSIVE STATUSES**

Upon obtaining a certain number of Slowear Points, Members of the Programme are entitled to achieve the following 3 (three) levels (the “*Status*”):

- Level 1 - Citizen: from 0 to 1000 Slowear Points
- Level 2 - Senator: from 1001 to 5000 Slowear Points
- Level 3 - Ambassador: from 5001 Slowear Points

By enrolling in the Program, Members automatically achieve Citizen Status. Based on the earned number of Slowear Points, Members will have the opportunity to immediately achieve Senator and Ambassador Status through Purchases and earning Slowear Points. Members will be able to verify their Status and the services to which they are entitled to by logging-in to their Account.

The Organising Company grants additional benefits and advantages to Members who have achieved any Status. These benefits and advantages will be listed on the Website and/or in communications sent to Members during the Term. The more Slowear Points Members earn, the more it will be possible for Members to advance Status and obtain exclusive services.

The Organising Company reserves the right to change such benefits and advantages at its sole discretion during the Term, always providing adequate information of such changes in advance to Members.

Once Members achieve Citizen Status, should they not make Purchases and not redeem Slowear Points, their Status will remain in effect for 12 (twelve) months from the date of enrolment in the Programme. At the end of such period, the earned Slowear Points will expire and can no longer be redeemed. However, Members will still be allowed to benefit from the services provided to Citizens and to resume earning Slowear Points in accordance with Clause 5 above.

Once Members achieve Senator Status, should they not make Purchases and not redeem Slowear Points, their Status will remain in effect for 12 (twelve) months from the date of achievement of Senator Status. At the end of such period, the earned Slowear Points will expire and can no longer be redeemed.

Once Members achieve Ambassador Status, should they not make Purchases and not redeem Slowear Points, their Status will remain in effect for 18 (eighteen) months from the date of achievement of Ambassador Status. At the end of such period, the earned Slowear Points will expire and can no longer be redeemed.

At the end of the above-mentioned periods, Members who have achieved Senator or Ambassador Status will still be able to access the benefits and services provided for to their Status for the following 6 (six) months. If during these 6 (six) months Members do not make any Purchase and do not earn, respectively, at least 1001 (one thousand one) Slowear Points (for Senator) and 5001 (five thousand one) Slowear Points (for Ambassador), they will start over as Citizens and lose the benefits of their previously achieved Status. At the end of this additional period of 6 (six) months, Members will still be allowed to benefit from the services provided for Citizens and to resume earning Slowear Points in accordance with Clause 5 above.

In case of fraud involving the Slowear Points' earning process, the Organising Company reserves the right to change or revoke the Status achieved by the Members.

The Slowear Points necessary to achieve the Status do not affect the possibility of redeeming Slowear Points for other purchases of Products, as the achievement of the Status does not imply any redemption of Slowear Points.

## **7. MISCELLANEOUS**

Enrolment in the Programme is free of charge and the prices of the Products will not increase due to a Member's participation in the Programme.

The Organising Company reserves the right to set out during the Term any further sales promotion in favour of the final consumer: more specifically the Term may be extended, or extra prizes may be made available in addition to those set out in these terms and conditions..

The Organising Company shall not be responsible for any events whatsoever which are beyond its control and that might prevent the Members from participating in this Programme or from redeeming Slowear Points.

In the event that an irregularity in any participation in the Programme has been detected, Members will no longer be allowed to redeem Slowear Points.

The Organising Company may suspend or revoke the Programme for any reasonable cause by giving reasonable prior notice to the Members in the same form as the Programme has been advertised and/or in another equivalent/appropriate form. In case of suspension or early termination of the Programme, the Organising Company undertakes to give at least 30 (thirty) days' notice to the Members.

In case of early termination of the Programme, Senators or Ambassadors are still permitted to redeem earned Slowear Points for a period of 6 (six) months following the date of such early termination or suspension.

## **8. PRIVACY**

The personal data of the Members shall be processed in compliance with applicable data protection law.

### ***Data Controller***

The data controller is the Organising Company.

### ***Purposes, legal basis of processing and storage period***

Members' personal data collected during the sign-up process shall be stored and processed in order to allow the Programme to be carried out and, in particular, to send notices relating to the Programme to its Members and for the performance of the operations connected to the Programme.

This processing is necessary for the performance of a contract to which the data subject is a party, as well as to fulfil legal obligations to which the data controller is subject. Any refusal to provide personal data will prevent the Members from taking part in the Programme and the Organising Company has the right to refuse participation of a potential Member on that basis.

Members' personal data will be stored for a period of 24 months as of the end of the Programme itself or the date at which a Member unsubscribes from the Programme.

### **Recipients of personal data**

Members' personal data will be processed by employees and / or collaborators of the Organising Company.

### **Data subjects' rights**

Members may exercise their rights at any time, including the right to: (i) obtain access to their personal data; (ii) obtain the rectification or cancellation or, where applicable, the limitation on their processing; (iii) lodge a complaint with a supervisory authority; (iv) obtain information about the Organising Company will process Members' personal data. At any time, they may also request the complete list of the recipients of their personal data.

The above rights may be exercised by contacting the data controller at the following addresses:

- by mail, at the address: Slowear S.p.A., via Della Fornace 15-17, 30034 Mira (Venice), Italy
- by e-mail, at the address: [privacy@slowear.com](mailto:privacy@slowear.com)

## **9. LAW AND JURISDICTION**

These terms and conditions are governed exclusively by English law. Any claim or dispute arising out of or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

US

TERMS AND CONDITIONS

SLOWEAR CLUB

**10. ORGANIZING COMPANY**

The company organizing the loyalty program “*SLOWEAR CLUB*” (hereinafter the “*Program*”) is Slowear S.p.A., with its registered office at Mira (VE), Via della Fornace 15-17, Italy, VAT no. 04246660288 (hereinafter the “*Organizing Company*”).

**11. TERM**

The Program will take place from September 22, 2020 at 12 am to December 21<sup>st</sup>, 2023 (the “*Term*”). The Organizing Company may terminate the Program in whole or in part with thirty (30) days advance notice to all Members; provided however, if applicable law requires more than thirty (30) days advance notice prior to termination of the Program then Members will be provided the advance notice required by applicable law prior to termination of the Program. If the Program is terminated, all unredeemed Slowear Points will be forfeited without any obligation or liability on the part of The Organizing Company.

**12. TERRITORY**

United States of America (the “*Territory*”)

**13. MEMBERS**

The Program is open to any person resident in the Territory who is aged 18 (eighteen) or over, has signed up to the Program before or during the Term at one of the “*Slowear Stores*” shops directly operated by the Organizing Company in the Territory or worldwide as listed in **Annex A** (the “*Shops*”), or on the website [www.slowear.com](http://www.slowear.com) (hereinafter the “*Website*”), by creating a personal account (the “*Account*”) on the section “*Register*” of the Website and providing personal data required by the registration form (i.e. name, surname, e-mail address, password, birthdate) in an accurate, correct, complete and truthful way (hereinafter the “*Member*” or the “*Members*”).

Please note that the Member registered in one of the Shops may also sign up through the Website, using the same e-mail address provided at the time of registration in the Store.

Participation in the Program is free and requires the full acceptance of these terms and conditions.

Participation in the Program is forbidden to Members who have used Accounts that are not in compliance with the Organizing Company’s policies or used automatic systems or robots aimed at simulating the required human interaction with the Website.

**14. THE PARTICIPATION PROCEDURE**

Upon properly enrolling in the Program, Members will start earning points on every eligible purchase (“*Eligible Purchase*”) made by the Member at Shops and/or through the Website regardless of the amount spent. The Member may purchase any of the products sold in the Shops or in the Website (full price or discounted), (the “*Products*”).

Any limitations and/or exclusions on what constitutes an eligible Purchase for the purpose of accumulating points will be notified from time to time to Members by the sales staff in the Stores or through banners on the Website.

Following each Eligible Purchase, Members shall accumulate points (the “*Slowear Points*”) according to the following equations depending on which currency is local at the point of sale:

1 € = 1 Slowear Point

1 US \$ = 1 Slowear Point

1 £ = 1 Slowear Point

100 yen = 1 Slowear Point

Once Members have reached the **minimum threshold of 1,001 (one thousand one) Slowear Points**, they may redeem the Slowear Points earned for other purchases of Products in Shops or through the Website. The Slowear Points shall be converted as follows depending on which currency is local at the point of sale:

10 Slowear Points = 1 €

10 Slowear Points = 1 \$

10 Slowear Points = 1 £

10 Slowear Points = 100 yen

Please note that Members are allowed to redeem Slowear Points for the entire amount spent for subsequent purchases only in Shops, while they are allowed to redeem Slowear Points only up to 50% of the value of the Products contained in the Shopping Cart through the Website.

Slowear Points do not entitle a Member to any specific goods, services or other items of value. They cannot be redeemed for cash or other consideration, and they are non-transferrable and at all times subject to these Program Terms.

## 15. RETURN OF PRODUCTS

If a Member properly returns a Product, the following rules will apply:

- a) Products purchased in the Stores can only be returned in one of the Stores. If Members return a Product purchased in one of Stores, they will receive a voucher (the "**Voucher**"), for the total value of the returned Product, to be used for subsequent purchases of Products in one of the Stores;
- b) if Members return a Product purchased on the Website, they will receive the full reimbursement of the amount spent for the purchase of the returned Product. By way of example, if Members purchased a Product with a total value of USD 800,00 (eight hundred/00), using 2000 (two thousand) redeemed Slowear Points, corresponding to USD 200,00 (two hundred/00), they will receive, as a reimbursement and upon return of the Product, USD 600,00 (six hundred). In addition, Member will be entitled to get the Slowear Points used for the purchase credited back on their Account, by submitting a specific request to the Promoting Company.

## 16. EXCLUSIVE STATUSES

Members of the Program are entitled to achieve the following 3 (three) levels (the "**Status**") upon earning the numbers of Slowear Points shown below:

- Level 1 - Citizen: from 0 to 1,000 Slowear Points
- Level 2 - Senator: from 1,001 to 5,000 Slowear Points
- Level 3 - Ambassador: more than 5,001 Slowear Points

By enrolling in the Program, Members automatically achieve Citizen Status and, based on the earned Slowear Points, will have the opportunity to achieve the other Statuses through their Eligible Purchases. Members will be able to verify their Status and the benefits and advantages to which they are entitled to by logging-in to their Account.

Members will be eligible to receive the benefits and advantages, corresponding to their then current Status, which are specified on this url <https://www.slowear.com//slowear-club.html> and/or in notices that may be sent to the Member during the Term to the e-mail address that is registered with the Member's membership account. The more Slowear Points a Member earns, the more it will become possible for the Members to advance to a higher Status and to obtain additional exclusive benefits and advantages.

The Organizing Company reserves the right to change such benefits and advantages, at any time, for any reason and without notice.

Once Members achieve Citizen Status, if they do not make Purchases and do not redeem Slowear Points, that Status will remain in effect for 12 (twelve) months from the date of enrolment in the Program. At the end of such period, the earned Slowear Points will expire. Members will still be allowed to benefit from the services provided for Citizens and to resume earning Slowear Points in accordance with Section 5 above.

Once Members achieve Senator Status, if they do not make Purchases and do not redeem Slowear Points, that Status will remain in effect for 12 (twelve) months from the date of achievement of Senator Status. At the end of such period, the earned Slowear Points will expire.

Once Members achieve Ambassador Status, if they do not make Purchases and do not redeem Slowear Points, that Status will remain in effect for 18 (eighteen) months from the date of achievement of Ambassador Status. At the end of such period, the earned Slowear Points will expire.

At the end of the above-mentioned periods, Members who have achieved Senator or Ambassador Status will be able to access the benefits and services provided for their Status for the following 6 (six) months. If during these 6 (six) months Members do not make any Purchase and do not earn, respectively, at least 1001 (one thousand one) Slowear Points (for Senator) and 5001 (five thousand one) Slowear Points (for Ambassador), they will start over as Citizens and lose the benefits of their previously achieved Status. At the end of this additional period of 6 (six) months, Members will still be allowed to benefit from the services provided for Citizens and to resume earning Slowear Points in accordance with Section 5 above.

The Organizing Company may correct the amount of Slowear Points shown as credited to a member at any time.

Slowear Points are non-transferable and have no cash value. Slowear Points believed to have been bartered, sold, exchanged, or issued to someone other than the eligible Member as well as Slowear Points believed to have been procured through fraudulent means will be void and will not be honored, and the Organizing

Company reserves the right in such cases to change or revoke the Status achieved by the Members. Slowear Points may not be exchanged or redeemed for cash, prizes or store credits.

The Slowear Points necessary to achieve the Status do not affect the possibility of redeeming Slowear Points for other purchases of Products, as the achievement of the Status does not imply any redemption of Slowear Points.

## 17. MISCELLANEOUS

Enrolment in the Program is free of charge and the prices of the Products will not increase due to participation in the Program.

The Organizing Company reserves the right to set out during the Term any further sales promotion in favour of the final consumer: more specifically the Term may be extended, or extra prizes may be made available in addition to those set out in these terms and conditions..

## 18. PRIVACY

The personal data of the Members shall be processed as described in this Section 9.

### *Data Controller*

The data controller is the Organizing Company.

### *Purposes, legal basis of processing and storage period*

Members' personal data collected during the sign-up process shall be processed in order to allow the Program to be carried out and, in particular, to send the Members notices relating to the Program and for the performance of the operations connected therein.

This processing is necessary for the performance of a contract to which the data subject is a party, as well as to fulfil legal obligations to which the controller is subject. Any refusal to provide personal data will prevent the Members from taking part in the Program.

Members' personal data will be stored for a period of 24 months as of the end of the Program itself or as of the date of unsubscribing from the Program.

### *Recipients of personal data*

Members' personal data will be processed by employees and / or collaborators of the Organizing Company.

### *Data subjects' rights*

Members may exercise their rights at any time, including the right to: (i) obtain access to their personal data; (ii) obtain the rectification or cancellation or, where applicable, the limitation on their processing; (iii) lodge a complaint with a supervisory authority. At any time, they may also request the complete list of the recipients of their personal data.

The above rights may be exercised by contacting the data controller at the following addresses:

- by mail, at the address: Slowear S.p.A. via Della Fornace 15-17, 30034 Mira (Venice), Italy
- by e-mail, at the address: [privacy@slowear.com](mailto:privacy@slowear.com)

## 19. GOVERNING LAW

The Program and these program terms shall be governed by and construed in accordance with the laws of the State of New York notwithstanding any conflict of law rules.

## 20. LIMITATIONS OF LIABILITY AND RELEASE

By participating in the Program, participants agree to release and hold harmless the Organizing Company, and its officers, directors, employees and suppliers in charge of the activities related to the Program, from and against any claim or cause of action arising from the participation in the Program, including, but not limited to: (a) technical errors



related to the operation of the Program; (b) errors in the administration of the Program; (c) printing errors; (d) telephone system, computer and/or Internet failures; and/or (e) late, lost, misdirected or undelivered mail.

The Organizing Company shall not be responsible for any events whatsoever which are beyond its control and that might prevent the Members from participating in this Program or from redeeming Slowear Points. In the event that an irregularity in any participation in the Program has been detected, Members will no longer be allowed to redeem Slowear Points.

## **21. RIGHT TO CANCEL PROMOTION OR CHANGE RULES**

The Organizing Company may make changes that affect, without limitation, enrollment and membership-administration processes and Slowear Points (including the availability and rules for redeeming Slowear Points). Notwithstanding the foregoing, if the Organizing Company makes changes that materially affect the availability of Slowear Points generally (as opposed to the availability of one or more specific benefits and advantages), then the Organizing Company will notify Members of such modification by sending Members an e-mail to the e-mail address that is registered with the Member's membership account and/or by posting notice of the change on the Website. Any changes to these program terms will be effective upon the earlier of the Organizing Company's dispatch of an e-mail notice to the Member or the Organizing Company's posting of notice of the changes on the Website. The Organizing Company suggests that Members revisit these program terms from time to time to ensure that they stay informed of any such notifications of changes to the Program or these program terms. A Member's use of the Program and/or the Website after the Organizing Company updates these program terms will constitute acceptance of the modified program terms.

If for any reason the Program is not capable of running as planned, including infection by computer virus or malware, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Program, the Organizing Company may, in its sole discretion, change these terms and conditions or cancel, terminate, modify or suspend the Program.

The Organizing Company may suspend or revoke the Program for any reasonable cause by giving prior notice to the Members in the same form as the Program has been advertised and/or in another equivalent/appropriate form. In case of suspension or early termination of the Program, the Organizing Company undertakes to give at least 30 (thirty) days' notice to the Members.

In case of early termination of the Program, Senators or Ambassadors may convert the earned Slowear Points during the 6 (six) months following the date of termination.

## **22. OFFICIAL RULES**

For a copy of the official Program rules, send:

- A self-addressed stamped envelope to Slowear S.p.A. via Della Fornace 15-17, 30034 Mira (Venice), Italy
- An e-mail to the e-mail address: [privacy@slowear.com].

Rest of the World (ROW)

TERMS AND CONDITIONS

SLOWEAR CLUB

1. THE PROMOTER

The Promoting Company of the exclusive "*Slowear Club*" loyalty programme (hereinafter the "**Programme**") is Slowear S.p.A., with registered office in Mira (VE), Via della Fornace 15-17, VAT number 04246660288 (hereinafter the "**Promoter**").

2. DURATION OF THE PROGRAMME

The Programme will run from 22 September 2020 at 00.00 hrs to 31 August 2023 at 23:59 hrs (the "**Duration**").

3. PROGRAMME PARTICIPANTS

The Programme may be joined by anyone over the age of eighteen who has registered for it before the start or during the course of the Programme itself

- (i) in one of the directly "*Slowear Stores*" operated by the Organizing Company in the Territory or worldwide as listed in **Annex A** (the "**Stores**") or;
- (ii) by creating a personal account (the "**Account**"), in the "**Register**" section, selecting the "*Shipping country*" and providing full, correct and truthfully personal details as requested in the registration form (i.e. name, surname, address, email, password and date of birth)

(the "**Member**" or, in the plural, the "**Members**")

Note that Members who have registered in one of the Stores can also register through the Website, using the same email address provided at the time of registration in the Store. Once registration has been completed also through the Website, the Promoter will merge this information with that provided at one of the Stores and a single Account will be created.

Member participation in the Programme is free of charge and implies acceptance of these terms and conditions.

Members who participate in the Programme using Accounts that do not comply with the policies of the Promoter or through *software* and/or systems that simulate interaction with the Site will be excluded.

4. METHODS OF PARTICIPATION – CONVERSION

Once enrolled in the Program, Members can start accumulating points for every purchase made during the Duration, in the "*Slowear Stores*" throughout the world and/or through the Website, for any amount, both at full and sales prices, of any product on sale in the Stores or on the Website (the "**Products**" and "**Purchases**"). Any restrictions and/or exclusions regarding Purchases, for the purpose of accruing Slowear Points (as defined below), will be notified to the Members by the sales staff in the Stores or via *banners* on the Website.

At each Purchase, Members will accumulate points (the "**Slowear Points**") according to the following equivalences:

€1 = 1 Slowear Point

\$1 = 1 Slowear Point

£1 = 1 Slowear Point

100 yen = 1 Slowear Point

Members who reach the **minimum threshold of 1001 (one thousand one) Slowear Points** may decide to convert the accrued Slowear Points into discount vouchers against the purchase price of Products sold through the Stores or on the Website (the "***Discount Vouchers***").

Accrued Slowear Points are converted into Discount Vouchers as follows:

10 Slowear Points = €1

10 Slowear Points = \$1

10 Slowear Points = £1

10 Slowear Points = 100 yen

Please note that a Member's entire amount of accrued Slowear Points can be redeemed as Discount Vouchers only for subsequent in-Store purchases. When purchasing products *online*, however, a Member can redeem a Discount Voucher for Slowear Points worth up to a maximum of 50% of the Product order amount.

Discount Vouchers are not replaceable or convertible into cash, nor may Members request, with or without the addition of cash, the collection of Programme redemption gifts.

## 5. EXCLUSIVE STATUS LEVELS

As Members accumulate Slowear Points, they may accede to 3 (three) "***Status Levels***" as follows:

- Level 1 – Citizen: from 0 to 1000 Slowear Points
- Level 2 – Senator: from 1001 to 5000 Slowear Points
- Level 3 – Ambassador: from 5001 Slowear Points

Members automatically acquire Citizen Status on joining the Programme, and, on the basis of the Slowear Points accrued, may immediately reach the other Status Levels as they make more Purchases. Through the Account, Members can also verify the information related to their achieved Status Levels and the services to which they are entitled.

The achievement of the Status Levels obliges the Promoter to provide the benefits and advantages specified on the Website at the page <https://www.slowear.com//slowear-club.html> and/or in the notices that will be sent to the Member during the Duration. As Members accumulate more Slowear Points, the more they advance in Status and obtain increasingly exclusive services.

The Promoter reserves the right to modify these benefits and advantages at its sole discretion during the Duration of the Programme, giving adequate advance notice to the Members.

Citizen Members who do not make purchases and fail to convert their Slowear Points into Discount Vouchers within 12 (twelve) months from the date of joining the Programme will lose their accrued Slowear Points at the end of that period. At the end of this period, Members will, in any case, be allowed to benefit from the services provided for Citizen Members and they can restart accruing Slowear Points according to the provisions of the previous Clause 4.

Senator Members who do not make purchases and fail to convert their Slowear Points into Discount Vouchers within 12 (twelve) months from acceding to Senator Status will lose their accrued Slowear Points at the end of that period.

Ambassador Members who do not make purchases and fail to convert their Slowear Points into Discount Vouchers within 12 (twelve) months from acceding to Ambassador Status will lose their accrued Slowear Points at the end of that period.

At the end of the above periods, Members who have reached Senator or Ambassador Status may avail of the relevant benefits and services for the following 6 (six) months. During these 6 (six) months, if Senators or Ambassadors do not purchase items and respectively accumulate 1001 (one thousand one) or 5001 (five thousand one) Slowear Points, upon expiration they will return to Citizen Status and will lose the benefits of the previously achieved Status Levels. At the end of this period, Members may in any case benefit from the services provided for Citizen Members and they can restart accruing Slowear Points according to the provisions of the previous Clause 4.

If it is ascertained that Slowear Points have been fraudulently accumulated, the Promoter reserves the right to modify or revoke the Status Levels achieved by the Members involved.

The Slowear Points required to access given Status Levels represent only reference thresholds and do not affect the possibility of converting the Slowear Points into Discount Vouchers, as the Slowear Points are not deducted from Members' accounts on acceding to the Status Levels.

Save for the time limits indicated in this Clause, it is specified that Slowear Points do not expire at the end of the Programme Duration.

## **6. MISCELLANEOUS**

This Programme does not constitute a prize competition pursuant to the provisions of Italian Presidential Decree 430/2001; in fact, the exemption pursuant to Article 6, paragraph 1, point c-bis) of Italian Presidential Decree 430/2001, states: "*The terms Prize Competitions and Prize Operations do not apply to [... omissis ...] events in which, for a given expenditure, with or without an entry threshold, the prizes consist of vouchers to be redeemed against a subsequent purchase in the same point of sale that issued the vouchers or in another point of sale belonging to the same brand or company*".

Membership in the Programme is free and the prices of the Products for the purpose of completing the Purchases will not be increased due to participation in the Programme.

During the course of the Programme, the Promoting Company may introduce further promotional initiatives to the advantage of consumers: in particular, the Promoter may provide extensions of the Programme itself and extra available prizes in addition to those already envisaged.

The Promoter accepts no responsibility for events not attributable to them that may prevent Members from participating in this Programme or from using the Discount Vouchers. This also applies to cases of ascertained fraudulent conduct regarding membership or participation in the Programme by Members or unauthorised third parties.

The Promoter may temporarily suspend or terminate the Programme before the end of the Duration for just cause, pursuant to Articles 1989 et seq. of the Italian Civil Code. Should this occur, Members will be informed through the Website or they will be notified by the Promoter. In the event of suspension or early termination of the Programme, the Promoter undertakes to do everything reasonably possible to notify the Members with at least 30 (thirty) days' notice.

In case of early termination of the Programme, Senator or Ambassador Members will be able to convert their accrued Slowear Points into Discount Vouchers within the 6 (six) months following the date of termination.

## **7. DATA PRIVACY**

Personal data submitted by the Members will be collected, used and processed in accordance with the provisions and principles regarding the protection of personal data.

### ***Data Controller***

The Data Controller is the Promoter.

***Purposes of the processing, legal basis and retention period***

Personal data collected for participation in the Programme will be processed in to enable the Programme to be implemented and, in particular, for the sending of notices relating to the Programme and the execution of related operations.

This processing is therefore necessary for the execution of a contract to which the participants are parties and to ensure fulfilment of the related legal obligations. Any refusal to provide personal data will make it impossible for Members to take part in the Programme.

For the purposes of participation in the Programme and to enable any checks by the competent authorities, the personal data of Members will be retained for a period of 24 months from the conclusion of the Programme itself or from the possible withdrawal of each Member from the Programme, should this occur prior to conclusion.

***Data recipients***

The personal data provided by Members will be processed by employees and/or collaborators of the Promoter.

***Rights of Data Subjects***

At any time (where applicable), Members may request access to their personal data and their rectification, cancellation, restriction of processing and the right to data portability. They also have the right to lodge a complaint with the Guarantor Authority for the protection of personal data or appeal to the Judicial Authority. At any time, Members can also request a complete list of data recipients.

Requests should be sent to the following addresses:

- by ordinary post, to the address: Slowear S.p.A., via Della Fornace 15-17, 30034 Mira (Ve)
- by email, to the address: [privacy@slowear.com](mailto:privacy@slowear.com)

**8. APPLICABLE LAW**

This regulation is governed by Italian law.

ANNEX A

Slowear Venezia | Firenze Rinascente

Slowear Woman | Milano La Rinascente Piazza del Duomo

Slowear Venezia | Milano La Rinascente Piazza del Duomo

Slowear Venezia | Milano Solferino

Slowear18

Slowear Venezia | Torino

Slowear Venezia | Roma Campo Marzio

Slowear Venezia | Roma La Rinascente

Slowear Venezia | NYC Soho

Slowear Venezia | Paris La Madeleine

Slowear Venezia | Paris Saint Germain

Slowear Venezia | Munich

Slowear Venezia | Hamburg

Slowear Venezia | Kobe Daimaru

Slowear Venezia | Salone ISETAN

Slowear Venezia | Marunouchi Tokyo

Slowear Venezia | Iwataya

Slowear Venezia | London South Molton

Slowear Venezia | Marylebone

Slowear Venezia | King's Road London