

BENETTON FAMILY CARD RULES

The "BENETTON FAMILY CARD" (hereinafter referred to as the "Card" for brevity) is owned and issued by BENETTON GROUP S.r.l. with registered office at 1 Via Villa Minelli, 31050 Ponzano Veneto (TV) - VAT no. and Tax ID Code 03490770264 (hereinafter referred to as the "Issuer") and is granted for use by the applicant (hereinafter also referred to as the "Holder").

The BENETTON FAMILY CARD can be obtained in-store, thanks to staff who will enter the applicant's data directly into the dedicated portal, or by accessing www.Benetton.com and filling in the proposed data registration form.

The BENETTON FAMILY CARD will be issued digitally; customers will be able to view their Card in the 'myarea' on Benetton.com

Following registration, the Holder will receive a confirmation e-mail and/or text message, which is necessary to confirm the correctness of his or her personal data and to activate the card. Completion of registration implies unconditional acceptance of these terms and conditions.

The BENETTON FAMILY CARD is intended exclusively for use by natural persons aged 16 years or over who have the status of Consumer (within the meaning of Article 3(1)(A) of Legislative Decree No. 206/2005) and reserved exclusively for persons acting for purposes unrelated to a business or professional activity. Each Card is intended for family use only; legal persons are therefore excluded. Each Card is personal and non-transferable to third parties.

The BENETTON FAMILY CARD is issued completely free of charge, upon request at the store or by filling in the online form; failure to complete or any incomplete or untruthful completion of the required information will result in the Card not being issued or being revoked.

The Issuer accepts no liability in the event of loss or tampering with the Benetton Family. The customer is aware and accepts that any modification or tampering, erasure, abrasion or deterioration will render the BENETTON FAMILY CARD itself unusable. This clarification, for those already in possession of a physical Family Card.

The Issuer accepts no responsibility in the event of technical problems of any kind that may prevent a consumer from connecting to the Benetton.com site to complete registration. It is the responsibility of customers to ensure that their e-mail address is working properly.

The Holder undertakes to notify the Issuer of any changes in its personal data. The data provided by the Holder will be processed by the Issuer in accordance with the provisions of the legislation on the protection of personal data (European Regulation GDPR 2016/679), as specified in the specific Information Notice provided pursuant to Article 13 of the GDPR 2016/679; signing implies full acceptance of the provisions of this terms and conditions document.

In the event of incorrect use and in violation of these Rules, the Card may be revoked; revocation entails the cancellation of the Card and the cancellation of any benefits that may have accrued and not yet been used.

The Card allows the Holder to participate in loyalty programmes and/or promotional campaigns (points collections, exclusive discounts, prize operations, etc.) promoted by the Issuer in accordance with the regulations and/or terms and conditions communicated for each initiative from time to time.

In order to be entitled to the dedicated benefits, the Holder must be recognised by presenting his or her Card at the cash desk in the Point of Sale or by providing his or her personal registration data (first name, last name, email address) before the receipt is issued, i.e. before the transaction is concluded. Otherwise, the benefits will not be awarded. Once the receipt has been issued or the transaction has been concluded, it will not be possible to recover them in any way.

In the case of purchases made on the Issuer's e-commerce site, the Holder must log in to the "MyArea" with the credentials linked to the Card before making the purchase, otherwise the benefits provided by the Card may not be granted.

The BENETTON FAMILY CARD will allow the holder to receive communications from the Issuer, depending on the consent given, of a commercial or promotional nature, to access initiatives and discounts exclusively dedicated to him.

The Data Controller shall notify changes in personal data; any changes can be updated online by accessing 'MyArea'. It is specified that no personal data will be passed on to third parties.

The Issuer is not liable for any misuse of the Card. It is also not liable for any consequences, direct or indirect, related to malfunctions of the Card and the systems for its management beyond its control. However, the Issuer undertakes to make every effort to ensure that Holders recover any unused accumulated benefits.

The Issuer accepts no liability for the improper use of the points on the Card resulting from any loss of the Card. The loss or theft of the Card must be reported to BENETTON GROUP S.r.l. in one of the participating Points of Sale or by e-mail to familycard@Benetton.com; any unused accumulated points (purchase thresholds or points/tips for participation in prize competitions) will be tracked by the system through the communication of the registration data (first name, last name, e-mail address) of the holder of the lost Card.

The Holder may, at any time, request the deactivation of his Card or return it to the Issuer; the return entails the forfeiture of any accumulated and unused benefits (e.g. 'points').

Acceptance of these terms and conditions of use at the time of the BENETTON FAMILY CARD's application, and any dispute or problem of interpretation that may arise therefrom, shall be governed by Italian law.

PROCESSING OF PERSONAL DATA

- Data Controller and Data Protection Officer**

BENETTON GROUP S.r.l. (hereinafter BENETTON) with registered office at 1 Villa Minelli, 31050 Ponzano (TV) - VAT No. and Tax ID code 03490770264, which guarantees the utmost confidentiality in the processing of the Participants' personal data, in compliance with the provisions of the regulations in force on the protection of personal data. Participants' personal data will be processed in accordance with European Regulation no. 679/2016 (General Data Protection Regulation), which can be consulted on the BENETTON FAMILY CARD registration site.

BENETTON reserves the right to block the BENETTON FAMILY CARD in the event that the customer has used the BENETTON FAMILY CARD in a manner that does not comply with this document and in any other case in which unlawful conduct is established.

- Purposes and Legal Basis of the Processing**

The purposes of the processing, the legal basis on which the data is processed and how long the data is stored are indicated below, depending on the types of services and/or functions requested. In all cases, the different storage hypotheses provided for by the law (e.g., accounting and tax) are excepted.

PURPOSE	DESCRIPTION OF PURPOSE	LEGAL BASIS	RETENTION PERIOD
Membership and issue of the BENETTON family card	Purposes strictly related to the issuance of the Benetton Family Card, by filling in an online form to obtain the digital Card, which is necessary to enable subscribers to take advantage of and recognise discounts and promotions, the offering and sending of prizes, participate in point collections and access other ancillary services that can be used through the Card	Performance of contractual relationships (Art. 6.1.b GDPR)	Your personal and contact data, which are required for BENETTON FAMILY CARD membership, are retained for the duration of your registration. In the event of non-purchases for a period of more than 8 consecutive years, all your data and your registration will be deleted.
Online account activation and access to services	Enabling you to access loyalty card services, update your details and any consents you may have given, check your purchases and status, assistance, access multi-channel services, etc.	Performance of contractual relationships (Art. 6.1.b GDPR)	Your personal and contact details required for the activation and management of your online account are kept for the duration of your registration. In the event of no purchases for a period of more than 8 consecutive years, all your data and your registration will be deleted.
Fulfilment of obligations related to loyalty programme membership and sending of service messages (transactional communications)	Your personal details will be processed for the purpose of awarding loyalty points and prizes, and enabling you to take advantage of the various benefits associated with the loyalty programme, such as accrued discount vouchers, receipt of prize codes, communication on expiry dates, use of discount vouchers, birthday rebates, etc.	Performance of contractual relationships (Art. 6.1.b GDPR)	Your personal and contact data are kept for the duration of your registration. In the event of no purchases for a period of more than 8 consecutive years, all your data and your registration will be deleted. Unless otherwise provided for by law, your purchase details will be retained for 24 months.
Marketing Communications	Sending advertising and promotional material, including personalised material (e.g., newsletters, e-mails, telephone contacts, instant messages, communications on social networks, etc.) about our products, services (e.g., purchasing methods, home delivery, etc.) or initiatives (e.g., promotional campaigns and contests), participation in market research.	Your consent	We will process your contact data in order to send you our messages for 24 months only after your specific consent to marketing or the date of your last interaction with the Holder. Indeed, as we value your interest in receiving updates on our marketing offering, our emails incorporate a tracking feature that allows each email opening to update the date of Marketing Consent provided by you. Marketing consents will not be updated if messages are not opened or the person concerned has already unsubscribed with a date prior to the opening of the email). All data relating to the details of your purchases will be kept for 24 months.

Profiling	We will use data on your web browsing behaviour, social interaction and transactional data to define consumer clusters in order to improve communications and product and service offerings to you.	Your consent	All data relating to the details of your purchases will be stored for 24 months.
Protecting a right	Purposes strictly related to the protection of a right, including at judicial level, and/or for the prevention and detection of fraud or other unlawful conduct.	The legitimate interest of the Holder in compliance with the loyalty programme regulations and the prevention of fraud or unlawful conduct.	10 years
Analysis of some statistical performance indicators in aggregate and anonymous form	Purposes related to the improvement of the commercial offer to the general public	The owner's legitimate interest in analysing its business	24 months

- **Nature of data provision and consequences of non-reply**

The provision of data is optional. However, failure to provide the requested data may result in the impossibility of establishing or continuing, in whole or in part, the contractual relationship and responding to requests for the provision of services.

Only with the explicit consent of the Participant may the data be used to send promotional material, restricted offers (by e-mail, text message, messaging applications, mail or telephone contact) as well as for the provision of personalised services through the study of the Participant's tastes and consumption habits.

- **Processing method**

Personal details are processed in accordance with the procedures set out in Article 4(2) of the GDPR, namely: collection, recording, organisation, storage, consultation, processing, alteration, selection, retrieval, alignment, use, combination, blocking, communication, erasure and destruction of data.

The processing of data for the purposes set out above is done using both automated methods, on electronic or magnetic media, and non-automated methods, on paper, in compliance with the rules of confidentiality and security laid down by law, the ensuing regulations and internal provisions. In particular, electronic data will be protected with encryption technologies that represent the current state of the art and that guarantee access to the data only to Data Controllers and their collaborators.

- **Data retention period**

The Data Controller shall process personal data for the time necessary to fulfil the purposes set out above and, in any case, the data relating to purchase details with reference to identifiable customers may be retained for profiling or marketing purposes for a period not exceeding twenty-four months from their registration, subject to actual conversion into anonymous form that does not allow the identification of the persons concerned, either directly or indirectly or by linking other databases.

- **Access to data.**

The data may be made accessible for the purposes indicated above:

- to employees and collaborators of the Data Controller in their capacity as persons in charge and/or internal processors and/or system administrators;
- to third-party companies or other entities performing outsourcing activities on behalf of the Data Controller, in their capacity as external data processors.

- **Disclosure of data**

Personal Data may be communicated to external parties acting as Data Controllers, for example, authorities and supervisory and control bodies and, in general, public or private parties entitled to request the data.

The data may also be processed on behalf of BENETTON GROUP S.r.l. by external parties designated as Data Processors, who perform specific activities on behalf of the Data Controller, including, by way of example, companies that perform accounting and tax obligations, companies providing accounting and tax services, insurance companies, IT and mailing service providers and collection and payment management firms and companies providing intergroup services within the BENETTON GROUP S.r.l. group.

- **Transfer of your data outside the European Union**

For all the purposes indicated in the information notice, your data may also be communicated abroad, within or outside the European Union, in compliance with the rights and guarantees provided for by the regulations in force and subject to verification of the adequacy of the level of protection guaranteed by the third country.

- **Rights of the Data Subject.**

The subscriber may request access to his or her personal data, any correction or deletion thereof, the integration of incomplete personal data, the restriction of processing in the cases provided for by Article 18 GDPR as well as the objection to the processing in cases of legitimate interest of the Data Controller.

In cases where the processing is based on consent or contract and is done by automated means, the subscriber has the right to exercise the right to data portability, i.e. to receive Personal Data in a structured, commonly used and machine-readable format, as well as, if technically feasible, to transmit it to another data controller without hindrance. At any time, you may lodge a complaint with the Personal Data Protection Authority, as well as resort to the other means of protection provided for by the applicable legislation.

The above rights may be exercised by sending communications to the Data Controller's addresses specified above.