DESIGUAL CLUB - LOYALTY PROGRAM
TERMS AND CONDITIONS

Desigual.

These Terms and Conditions (the "**T&C**") define the characteristics and operating conditions of the loyalty program of the brand "Desigual" called "Desigual Club" (the "**Loyalty Program**") intended for customers (the "**Participant**" or the "**Participants**"), which is owned by the company ABASIC, S.A., with corporate address in Passeig del Mare Nostrum, 15, 08039 Barcelona, Spain, duly registered with the Commercial Registry of Barcelona, Volume 40.666, Page 46, Sheet B-259066, which is the parent company of a corporate group, integrated by several branches with corporate address in different jurisdictions (the "**Desigual Group**").

Please read the T&C carefully before joining the Loyalty Program. The incorporation to the Loyalty Program implies that the Participant expressly accepts and adheres unreservedly to these T&C.

1. Loyalty Program

The Loyalty Program is based on obtaining Benefits generated through purchases in (a) the stores owned by Desigual Group (seasonal outlet stores) located in the Territory (as this term is defined below) (the "**Desigual own stores**"), (b) the Desigual Group brand web sites (i.e., www.desigual.com) (the "**Desigual Brand Web Pages**") available in the Territory, (c) the Desigual franchise stores available in the Territory (the "**Desigual Franchise Stores**"), and (d) any other sales channel available in the Territory and included at each time in **Appendix 1**, all of them, jointly, the "**Loyalty Program Channels**".

The Benefits (as this term is defined below) can be obtained on purchases made through any of the Loyalty Program Channels located in any of the countries listed at each time in **Appendix 1** (the "**Territory**").

Desigual Group reserves the right to check the identity of the Participant for any circumstance related to the Loyalty Program (i.e., purchases, returns, collection and redemption of cashback, enjoyment of associated Benefits, etc.), as explained in Section V.

2. Adherence to the Loyalty Program

Any natural person of legal age could apply for adhering to the Loyalty Program. For this purpose, Desigual Group reserves the right to check the age of those persons who wish to join the Loyalty Program through a demonstrable mean which verifies that the adherent has the minimum age required.

People who wish to adhere to the Loyalty Program may proceed through the following ways:

(a) *Online*: filling the online signup form for registration on the Desigual Brand Web Pages available in the Territory.
(b) *In-person*: in physical stores, both Desigual own stores and Desigual Franchise stores included in the Loyalty Program Channels located within the Territory, the customer will provide to the salesperson the necessary data to complete the signup form of the Loyalty Program.

In this regard, after joining the Loyalty Program, the Participant will have the option to download an e-card to their mobile wallet ("**Desigual e-wallet**"), which will hold the basic information of the Participant for identification purposes (i.e., name, membership number, cashback, available discounts, and the QR code).

3. Tiers

According to cumulative expenditure on purchases, Participants will be assigned with the following tiers:

(a) *Silver*: this category will be granted to the Participants when they accumulate an expense between 0€ and 399,99€ (included) in the last 365 days.
(b) *Gold*: this category will be granted to the Participants when they (i) accumulate an expense of 400€ or more in the last 365 days.

The 365-day period abovementioned shall begin to run from each purchase made by a Participant. This means that each acquisition generates a new period during which the Participant could achieve a particular level of expenditure.

As the Loyalty Program will have multi-channel integration and validity in different countries with different currencies, there will be an adjustment of the model for changing tiers according to each currency. In this sense, each country will have a spend rule that equals or closely rounds to the abovementioned amounts in Euros.

In the event that the Participant's purchase is made through any of the Loyalty Program Channels located in a Territory, whose currency is different from the Territory in which the Participant is registered in the Loyalty Program, the currency basis to calculate both, the cashback obtained on the purchase and the exchange corresponding to the purchase receipt, will be automatically calculated with reference to the currency of the Territory in which the Participant has been registered in the Loyalty Program.

Desigual Group will communicate any change of category following the provisions stated in Section VII below.

4. Return of products

Whenever a product/s from a purchase is/are returned, the cashback amount earned for that specific product/s will be removed from the Participant's account balance, unless it has already been used, as the balance will never result in a negative outcome.

In accordance with the return policy of Desigual Group, no product returns or exchanges will be permitted in a different country from the one where the purchase was made. The return policy of Desigual Group can be checked on the back of a buying receipt, on the Desigual Group corporate website and in the advertising display located in the stores of Desigual Group.

5. Benefits

The Participant will be granted a series of Benefits, such as cashback on purchases, access to exclusive content and experiences, which will differ depending on the acquired tier, recurrence of purchase, the Loyalty Program Channel used and the Territory.

The Benefits available per tier are the ones listed at each time in the Loyalty Program section included in Desigual Brand Web Pages (the "**Benefits**").

In regard to the referred list of Benefits, take into consideration it can be updated with further Benefits or marketing promotions, and will be subject to the Benefits' availability.

Specifically, as to the exclusive Desigual experiences, these will be subject to the Terms and Conditions of each experience.

It should also be noted that the Advantages granted in collaboration with third party companies can only be enjoyed during the following three years from the last purchase made or registration in the Loyalty Program.

For the proper use of the earned Benefits, Participants shall previously identify themselves by accessing into their account in the Desigual Brand Web Pages, or in physical stores with their Participant identification number, their Desigual e-wallet, the registry confirmation email or through any other mechanism or identity document that Desigual Group may consider necessary.

Cashback earned in a purchase shall never be redeemed in the same purchase in which it was obtained. The maximum discount that may be granted will be 30% of the gross sum of the total purchase receipt after applying, where applicable, sales or promotions and excluding shipping costs or any other costs related to purchases.

Cashback cannot be transferred or exchanged for money or for its in-kind value.

6. Benefits and category consultation

The Participant will be able to check its available Benefits, which tier belongs to them at each time and the conditions of the Loyalty Program, either in the client's section of the Desigual Brand Web

Pages in the Territory, in the Desigual own seasonal and Outlet stores in the Territory, in Desigual franchise stores available in the Territory or in the Desigual e-wallet.

7. Communications

Desigual Group will refer all electronic communications related to Loyalty Program by SMS, email or to the contact address that the Participant has provided when Loyalty Program registration, and/or through advertisements or communications inserted in Desigual Web Pages.

Among other communications, they will refer to: (i) reminders or news about the Loyalty Program Benefits, (ii) status modification of the Participant, (iii) proximity of the expiration of cashback, or (iv) any other communication that could affect directly or indirectly in the performance of the Loyalty Program.

8. Amendment and cancellation of the T&C

Desigual Group has the exclusive right to amend, suspend or cancel unilaterally these T&C and/or Loyalty Program, in which case will inform the Participants through the channels previously indicated in Section VII. The last version of the applicable T&C will be available on the physical stores and/or in Desigual Web Pages.

In case of Loyalty Program cancelation, Participants will have a thirty-day period to exchange, by any of the Loyalty Program Channels, the cashback accumulated until that date. Otherwise, the cashback will be lost.

In case of force majeure, the Loyalty Program may be suspended or cancelled without prior notice to the Participants.

9. Liability

The modification or cancellation of the Loyalty Program by Desigual Group shall not entitle the Participant to any kind of compensation.

Participation in the Loyalty Program requires compliance with the T&C. Accordingly, Desigual Group reserves the right to deregister the Participant of the Loyalty Program, as well as to cancel the associated advantages or Benefits if a Participant performs what may imply a breach of these T&C. In any case, Desigual Group will perform this deregistration without prior notice and through the means that deem appropriate, without having the Participant any right to compensation, in the following cases:

(i) In case of fraud, theft or attempt of fraud or theft in the store, carried out by the Participant.

(ii) In the event of improper use of the Loyalty Program.

(iii) In case of actions seeking to disrupt the proper functioning of the Loyalty Program.

Desigual Group will not be liable for the consequences caused by the lack of communication with the Participant when that miscommunication is due to a malfunction of the email address or the inaccuracy of the information provided by the Participant.

Desigual Group cannot guarantee the availability and continued operation of the Loyalty Program, particularly when a technical malfunction occurs. When reasonably possible, Desigual Group will notify the Participant of interruptions in the operation of the Loyalty Program. In this regard, Desigual Group assumes no liability for damages of any kind that may arise due to lack of availability or continuity of the Loyalty Program.

Adherence to the Loyalty Program may have tax consequences for Participants depending on their fiscal residence. Desigual Group will not be responsible for any taxes that may accrue to the Participants as a result of their participation in the Loyalty Program.

10. Applicable Law and Jurisdiction

The present T&C will be governed by common Spanish law and, if applicable, by the mandatory local legislation that is applicable to each Participant in its jurisdiction.

Desigual Group and the Participant expressly waive to any other jurisdiction that may apply, and submit themselves to the jurisdiction of the courts of Barcelona to resolve any discrepancies that may arise from the interpretation of these T&C. However, when required by any applicable local legislation, such disputes are to be resolved in jurisdiction where the Participant has its domicile or habitual residence.

11. Entry into force

These T&C are valid from Valid from July 26, 2022.

12. Data protection processing

Information about the Participant's personal data processing is included in the Privacy Policy available at the following link.

APPENDIX 1

LIST OF TERRITORIES WITH THE CORRESPONDING CHANNELS OF THE LOYALTY PROGRAM

Territory	Loyalty Program Channels[1]		
	Desigual own stores (seasonal and Outlet stores)	Desigual Brand Web Pages (www.desigual.com)	Desigual Franchise Stores
Portugal	☑	☑	☒
Austria	☑	☑	☒
Sweden	☒	☑	☒
Cyprus	☒	☑	☒
Estonia	☒	☑	☒
Finland	☒	☑	☒
Greece	☒	☑	☒
Ireland	☒	☑	☒
Luxembourg	☒	☑	☒
Malta	☒	☑	☒
Denmark	☒	☑	☒
United Kingdom	☑	☑	☒
Belgium	☑	☑	☒
Netherlands	☑	☑	☒
Spain	☑	☑	☑
Italy	☑	☑	☒
France	☑	☑	☒
Poland	☑	☑	☒
Germany	☑	☑	☒
Switzerland	☑	☑	☒
Japan	☑	☑	☒
Singapore	☑	☑	☒
Canada	☑	☑	☒
USA	☑	☑	☒

[1] Excluded third parties stores operated as a Desigual Authorized Dealers.