MAGIC Desigual®

Loyalty Program
General Terms and Conditions

The purpose of this document is to establish the General Terms and Conditions (the "**GT&C**") that define the characteristics and operating conditions of the loyalty program of the brand "Desigual" called "MAGIC Desigual®" (the "**Loyalty Program**"), intended for costumers and potential costumers (the "**Participants**" or the "**Participants**"), which is owned by the company ABASIC, S.A., with corporate address in Passeig del Nostrum, 15, 08009 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 GT&C carefully before participating in the Loyalty Program, as your participation is dependent on your acceptance of and adherence to the GT&C. The incorporation to the Loyalty Program implies that the Participants expressly accept and adhere unreservedly to this GT&C.

I. Loyalty Program

The Loyalty Program is based on the accumulation of points generated through purchases in (a) the stores owned by Desigual Group (seasonal and Outlet stores) located in the Territory (as defined below), (b) in Desigual Group web pages (www.desigual.com) and/or mobile applications of Desigual Group (the "**Desigual Web Pages**")[1] available in the Territory, or (c) on any other sales channel available in the Territory and included at each time in **Appendix 1**, all of them, jointly, the "**Loyalty Program Channels**". These points will be accumulated in an electronic account owned by the Participant with the purpose of obtaining discounts in the next purchases of products of the Desigual brand.

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 points, enjoyment of associated benefits, etc.). This identification could be carried out through the mechanisms detailed in section IV below.

The points cannot be transferred or exchanged for money nor its in-kind value.

Points or discounts could 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**").

In the event that the Participant makes a purchase through any of the Loyalty Program Channels located in a country outside the Territory, the purchase will grant the right to accumulate points, although those points may not be redeemed in purchases done out of the Territory.

II. 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 provable mean, which verifies that the adherent has the minimum age required.

The Loyalty Program will not be of application to those people that already are beneficiary of special conditions or discounts as those employees, partners or companies associated to Desigual Group.

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

(a) By on-line means: By means of filling the online signup form for registration on the Desigual Web Pages available in the Territory.

[1] All the references included in this GT&C related to the Desigual Web Pages are subject to the availability of the same in the Territories listed in **Appendix 1**.

(b) In-person: in physical stores included in the Loyalty Program Channels located within the Territory where the customer will provide to the salesperson of the store the necessary data to complete the signup form to the Loyalty Program. The adherence procedures to the Loyalty Program will end with the acceptance by the customer of the privacy policy of Desigual Group.

III. Collection of points

The Participant has the right to collect points from the very moment in which the signup for the Loyalty Program has taken place.

Once the signup for the Loyalty Program takes place, each Participant can accumulate points through the following ways:

(a) Accumulating points by making purchases through any Loyalty Program Channels. Attending to the accumulated amount through the purchases, different categories will be granted to the Participants, which will also accrue points in different ways, all in compliance with the following requirements:

- Turquoise Participant: It will be granted to the Participants the category of Turquoise Participant when they accumulate an expense between EUR 0 and less than EUR 200 within the 365 days immediately preceding. The Participants that are granted with Turquoise Participant category will earn one (1) point for every EUR spent.
- Emerald Participant: It will be granted to the Participants the category of Emerald Participant when they accumulate an expense between EUR 200 and less than EUR 400 within the 365 days immediately preceding. The Participants that are granted with Emerald Participant category will earn three (3) points for every EUR spent.
- Diamond Participant: It will be granted to the Participants the category of Diamond Participant when they accumulate an expense of EUR 400 or over EUR 400 within the 365 days immediately preceding. The Participants that are granted with Diamond Participant category will earn five (5) points for every EUR spent.

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 whereby a certain category of Participant will be granted.

Participants will receive points depending on the category they hold at the moment of the purchase. In the event that a Participant exceeds the limit of expenditure, in any purchase, that allows him/her to promote to a superior category, the Participant will earn points according to his/her new category from the next purchase he/she makes. Additionally, in the event that after the conclusion of a 365 days period, the Participant had not reached the minimum level of expenditure corresponding to the category that he/she holds at that time, the Participant will be granted with the corresponding lower category according to the expenditure accumulated during the said 365 days period. Desigual Group will communicate any change of category following the provisions stated in paragraph IX below.

(b) Accumulating points for interaction on social media. Besides purchasing, it will be possible to collect points by the interaction of the Participants in different social media networks that will be listed at each time in **Appendix 2**.

The Participant must register independently and accept the terms and conditions, privacy policy and any other legal terms and conditions of each social media that he/she may use. Desigual Group has no control over the social media that the Participant will interact with and, therefore, will not be liable, directly or indirectly, from any liability that might arise related to the use of such social media.

(c) Accumulating points for the installation and registration of applications of Desigual Group. Participants, regardless of their category, will earn for the installation of applications of Desigual Group, the points that will be listed at each time in **Appendix 2**. This reward will apply only once.

(d) Accumulating points by visiting physical stores. The Participants, regardless of their category, will earn for each visit to a physical store that has the geofencing technology or QR codes, the points that will be listed at each time in **Appendix 2**. Accreditation of the physical visit to the store will be carried out on the Participants' own initiative, through an active conduct that may consist of the confirmation of their location through the geofencing technology, or with the reading of QR codes in the store. This reward will be applied a maximum of once per day.

IV. Application of the points collected.

The points collected by the Participants will be accumulated immediately and it will be possible to trade them for discounts in the following purchases made within the Loyalty Program Channels, notwithstanding further existing sales or promotions.

To the proper use of earned points in physical stores, the Participants shall identify themselves through their Participant identification number or the registration confirmation email or through any other mechanism or identity document that Desigual Group may consider necessary to provide during the period in which the Loyalty Program remains in force.

On the other hand, to the proper managing of the points by on-line means, the Participants will identify themselves by introducing their user name and password in Desigual Web Pages.

For each 50 points accumulated, the Participant will get a EUR 1 discount in their purchase receipt, taxes included, up to the maximum discount provided below. Discounts will not apply to shipping costs or any other cost related to the purchase.

Any other exchange-point operation shall be understood charged to the first points accumulated in the Participant's account.

Points earned in a purchase shall never be redeemed in the same purchase in which they are obtained.

The maximum discount that may be granted with the redemption of points 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 purchase. Points exceeding this limit will remain accumulated in the particular account of the Participant for following purchases.

V. Validity of the points and termination of the Loyalty Program.

The points obtained will expire if within 365 days from obtaining them, they have not been used.

Desigual Group reserves the right to terminate the Loyalty Program with those Participants who do not purchase Desigual products during a period of eighteen (18) consecutive months.

VI. Return of products.

In the event of product returns, points will be deducted or refunded, where applicable, in accordance with the provisions stated below:

1. Total Return: In the event that a Participant returns all products acquired in a purchase, all points that have been redeemed in such purchase will be restored, if any. Additionally, the points that the Participant has accumulated as a result of said returned purchase will be deducted.
2. Partial Refund: In the event that a Participant returns part of the products acquired in a purchase, all points that have been redeemed in such purchase will be

proportionally restored, if any, depending on the price of the product that was returned. Additionally, the points that the Participant has accumulated as a result of said returned purchase will be deducted.

For clarification purposes, it is expressly stated that, 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. Returns policy of Desigual Group can be checked on the back of buying receipts, on the Desigual Web Pages and in the advertising display located in the shops of Desigual Group.

In the event that the Participant purchase is made through any of the Loyalty Program Channels located in a country whose currency is different from the country in which the Participant is registered in the Loyalty Program, the currency basis to calculate the points collected on the purchase, shall be the currency of the country where the Participant was registered in the Loyalty Program. For this purpose, the exchange corresponding to the purchase receipt will be automatically calculated with reference to the currency of the country in which the Participant has been registered in the Loyalty Program.

VII. Points and category consultation.

After any purchase, the Participant might check its balance points in the purchase receipt. Additionally, the Participant might check its balance of available points, category to which the Participant belongs at each time or the conditions of the Loyalty Program, either in clients section of the Desigual Web Pages.

VIII. Other benefits related to Loyalty Program.

The Participant will benefit from special discounts due to personal reasons (i.e. birthday, etc.) or seasonal reasons (i.e. Christmas), according to specific promotions that Desigual Group could set up during the year, as well as any other additional advantages or benefits that Desigual Group may decide to implement at each moment in the framework of the Loyalty Program; the Participants will be informed about those additional advantages or benefits by the means foreseen in this GT&C.

IX. Communications.

Desigual Group will refer all electronic communications related to Loyalty Program by email to the address that the Participant has provided when Loyalty Program registration, through advertisements or communications inserted in the 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 the points or (iv) any other communication that could affect directly or indirectly in the performance of the Loyalty Program.

X. Data protection treatment

The information on the processing of Participants' personal data is included in the Privacy Policy available at the following link.

XI. Amendment and cancellation of the GT&C.

Desigual Group has the exclusive right to amend unilaterally the GT&C and will inform the Participants through the channel previously indicated in clause IX. Notwithstanding the foregoing, the last version of the GT&C applicable to Loyalty Program will be available on the physical stores and/or in the Desigual Web Pages.

Desigual Group has also the right to amend, suspend or cancel the Loyalty Program, in which case, the Participants will be informed through the channels set above.

In case of Loyalty Program cancelation, the Participants will have a 30-day period for the exchange, by any channel of the Loyalty Program, of the points accumulated until that date; otherwise, those points will be lost.

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

XII. 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 GT&C. Accordingly, Desigual Group reserves the right to deregister the Participant from the Loyalty Program, as well as to cancel the associated advantages or benefits if a Participant performs any conduct which may imply a breach of these GT&C. In any case, Desigual Group will perform this deregistration of the Participant without prior notice and through the means that deems appropriate, without having the Participant any right to compensation, in the following cases:

(i) in case of fraud, theft or fraud or theft attempt 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 of computer systems, servers, computer equipment, malfunctioning of internet, data destruction by hacking or error, or any another technical problem that may occur. 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.

XIII. Entry into force

These GT&C are valid from April 1st, 2021.

XIV. Applicable Law and Jurisdiction.

The present GT&C will be governed by common Spanish law and, if applicable, by the mandatory local legislation that is applicable to each Participant in each of the jurisdictions that make up the Territory.

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 GT&C. However, when required by any applicable local legislation, such disputes are to be resolved in jurisdiction where the Participant has his or her domicile or habitual residence.

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APPENDIX 1

CHANNELS OF THE LOYALTY PROGRAM AND TERRITORY

Territory	Loyalty Programme Channels[2]			
	Desigual Group own stores (seasonal and Outlet stores)	Desigual Web Pages (www.desigual.com)	Applications of Desigual Group	Desigual Group Franchise stores
Portugal	☑	☑	☒	☒
Belgium	☑	☑	☒	☒
Spain	☑	☑	☒	☑
France	☑	☑	☒	☒
Italy	☑	☑	☒	☒
Germany	☑	☑	☒	☒
Austria	☑	☑	☒	☒
The Netherlands	☑	☑	☒	☒
Poland	☑	☑	☒	☒
Denmark	☒	☑	☒	☒
United Kingdom	☑	☑	☒	☒
Sweden	☒	☑	☒	☒
Ireland	☒	☑	☒	☒
Luxembourg	☒	☑	☒	☒
Malta	☒	☑	☒	☒
Estonia	☒	☑	☒	☒
Finland	☒	☑	☒	☒
Republic of Cyprus	☒	☑	☒	☒
Switzerland	☑	☑	☒	☒
United Arab Emirates	☒	☑	☒	☑
Peru	☒	☑	☒	☑
Colombia	☒	☑	☒	☑
Qatar	☒	☑	☒	☑
Lebanon	☒	☑	☒	☑
Japan	☑	☑	☒	☒
Singapore	☑	☑	☒	☒
Panama	☒	☑	☒	☑

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

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APPENDIX 2

ACCUMULATION OF POINTS BY INTERACTION IN SOCIAL NETWORKS

Social Network	Interaction	Accumulated points	Validity
Facebook	"Share" to a publication of the Desigual Group	25 points	This reward will be applied a maximum of once per day.
Twitter	"Follow" the Desigual Group on Twitter	125 points	This reward will only apply once.

ACCUMULATION OF POINTS FOR DOWNLOADING AND REGISTERING IN THE APPS OF DEIGUAL GROUP[3]

Action	Accumulated points	Validity
Downloading and registering in the apps of Desigual Group	500 points	This reward will only apply once.

ACCUMULATION OF POINTS FOR EACH VISIT TO A PHYSICAL STORE[4]

Action	Accumulated Points	Validity
For each visit to a physical store through geofencing or QR codes.	250 points	This reward will be applied a maximum of once per day.

[3] Subject to the existence of mobile applications Desigual Group in the Territory
[4] Subject to the existence of mobile applications Desigual Group in the Territory