

TERMS AND CONDITIONS OF SS22 SMILEY DRAW

1. OBJECT OF DRAW

ABASIC, S.A, a Desigual Group company, holder of tax code (CIF) A-63054068 and whose registered address is Passeig del Mare Nostrum, nº15, 08039, Barcelona ("**Desigual**"), will carry out a draw of iconic Desigual waistcoat with an artistic depiction of Smiley (the "**Draw**"), which shall be performed pursuant to the provisions of these terms and conditions (the "**T&C**").

2. TERRITORIAL AND TIME SCOPE OF THE DRAW

The Draw shall be open to any natural person who is registered with the Desigual loyalty programme named "MAGIC Desigual®" (the "**Loyalty Programme**") in any of the Desigual webs listed in Annex 1, as detailed in Section 4 (the "**Participant(s)**").

The Draw shall be open from 09:00 on 12 May 2022 (Central European Time) to 24:00 midnight on 18 May 2022 (Central European Time), both inclusive.

3. THE PRIZE

The Draw prize shall consist in five (5) iconic Desigual waistcoat with an artistic depiction of Smiley (the "**Prize(s)**").

Under no circumstances may Prizes be changed, altered, compensated for or assigned at the request of the winning Participant. Under no circumstances may Prizes be exchanged for any cash equivalent.

The Prizes are personal for and untransferable by the winning Participant. All and any sales and/or other transactions of any kind involving the Prizes are also strictly prohibited.

4. ENTITLEMENT TO PARTICIPATE IN THE DRAW

All natural persons fulfilling the procedure contemplated in Section 5 of the T&C may participate in the Draw, provided that they are of full legal age (18 years old or over).

Participation in the Draw is free of charge.

No members of staff of Desigual or any companies involved in carrying out the Draw, nor companies with a trading, agency or service provision relationship with either of the above (as well as their direct relatives up to the second degree of consanguinity or affinity kinship) may participate in the Draw.

Should the winner of the Draw be any of those persons excluded from participating therein by virtue of the provisions of this Section 4, said person shall lose any entitlement to receive the Draw Prize(s).

5. PARTICIPATION IN THE DRAW

Entitled participants, pursuant to these T&C, wishing to participate in the Draw must be registered within the Loyalty Programme in any of the Desigual own stores or Desigual webs in the territories listed in Annex 1.

The winners of the Prizes shall be decided on 12 May 2022 using a computer program that shall randomly select, from amongst all the Participants, five (5) winners and five (5) alternates should the winners not accept the Prize(s) or not fulfil the conditions for participating in the Draw.

Desigual shall contact the winners of the Prizes within three (3) calendar days of the holding of the Draw via the email address indicated by the winning Participants. The winning Participants shall have three (3) calendar days from receipt of the email informing them of the Prize to reject it. Should they not reject it by this deadline, Desigual shall deem that the winning Participants have accepted the Prize. Should a Prize not be accepted by a winning Participant or he or she not fulfil the conditions for participating, Desigual shall contact the alternate winning Participants in turn, in the order that said alternate winners were chosen by the aforementioned computer program.

The Prizes shall be handed over to the winning Participants by means of shipping to the addresses indicated to Desigual by the winning Participants.

6. WAIVER AND LIMITATION OF LIABILITY

Desigual accepts no liability for any harm or damage that may be caused to any Participant during the course of the Draw as a consequence of his or her participation therein, except in the case of malice, wrongdoing or serious negligence of the part of Desigual.

Desigual also accepts no liability for any harm or damage that may arise, directly or indirectly, from the possession, loss or use that the Participant may make from the Prize(s) before, during or after the enjoyment thereof, except in the case of malice, wrongdoing or serious negligence of the part of Desigual.

Any abusive or fraudulent use of these T&C, or any action that may prevent the proper workings and the ordinary course of the Draw process pursuant to these T&C shall give rise to the exclusion therefrom of the Participant and/or winner responsible for said use and/or action, as well as the loss of any Prize won.

Desigual shall be exempt from any responsibility should there be any error in the details supplied by the Participants themselves that prevents their proper identification.

7. PERSONAL DATA PROTECTION

Information on the processing of the personal data of Participants is included in the Privacy Policy, viewable via the following [link](#).

8. MODIFICATIONS TO THE T&C

Desigual reserves the right to make changes at any time to improve the Draw, including, but not limited to, an extension to the period for participating in the Draw, new prizes, modification of the participation terms and conditions or any other change that, in Desigual's opinion, entails enhanced achievement of the Draw's purpose. Said modifications shall be disclosed at the Desigual Establishment where the Draw shall be performed, for consultation by the Participants.

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9. ACCEPTANCE

Participation in this Draw implies complete acceptance of these T&C and full compliance therewith, as well as with Desigual's decisions.

Desigual reserves the right to disqualify any Participants who breach these T&C.

10. APPLICABLE LAW AND JURISDICTION

Said T&C shall be governed and interpreted in accordance with the law of Spain and any dispute associated therewith and/or with the Draw shall be submitted before the courts and tribunals of the city of Barcelona, with the Participants expressly renouncing any other possible jurisdiction.

Annex 1

[TBC]

TERMS AND CONDITIONS OF SS22 SMILEY DRAW IG

11. OBJECT OF DRAW

ABASIC, S.A., a Desigual Group company, holder of tax code (CIF) A-63054068 and whose registered address is Passeig del Mare Nostrum, nº15, 08039, Barcelona ("**Desigual**"), will carry out a draw of iconic Desigual waistcoat with an artistic depiction of Smiley (the "**Draw**"), which shall be performed pursuant to the provisions of these terms and conditions (the "**T&C**").

12. TERRITORIAL AND TIME SCOPE OF THE DRAW

The Draw shall be open to any natural person (excluding Japan) who follows Desigual's official account in Instagram (@desigual) and leaves a comment in the post as detailed in Section 4 (the "**Participant(s)**").

The Draw shall be open from 09:00 on 30 May 2022 (Central European Time) to 24:00 midnight on 5 June 2022 (Central European Time), both inclusive.

13. THE PRIZE

The Draw prize shall consist in five (5) iconic Desigual waistcoat with an artistic depiction of Smiley (the "**Prize(s)**").

Under no circumstances may Prizes be changed, altered, compensated for or assigned at the request of the winning Participant. Under no circumstances may Prizes be exchanged for any cash equivalent.

The Prizes are personal for and untransferable by the winning Participant. All and any sales and/or other transactions of any kind involving the Prizes are also strictly prohibited.

14. ENTITLEMENT TO PARTICIPATE IN THE DRAW

All natural persons (excluding Japan) fulfilling the procedure contemplated in Section 5 of the T&C may participate in the Draw, provided that they are of full legal age (18 years old or over).

Participation in the Draw is free of charge.

No members of staff of Desigual or any companies involved in carrying out the Draw, nor companies with a trading, agency or service provision relationship with either of the above (as well as their direct relatives up to the second degree of consanguinity or affinity kinship) may participate in the Draw.

Should the winner of the Draw be any of those persons excluded from participating therein by virtue of the provisions of this Section 4, said person shall lose any entitlement to receive the Draw Prize(s).

15. PARTICIPATION IN THE DRAW

Entitled participants, pursuant to these T&C, wishing to participate in the Draw must follow Desigual's official account in Instagram (@desigual) and leave a comment in the post dated May 30, 2022.

The winners of the Prizes shall be decided on June 13 2022 using a computer program that shall randomly select, from amongst all the Participants, five (5) winners and five (5) alternates should the winners not accept the Prize(s) or not fulfil the conditions for participating in the Draw.

Desigual shall contact the winners of the Prizes within three (3) calendar days of the holding of the Draw via the email address indicated by the winning Participants. The winning

Participants shall have three (3) calendar days from receipt of the email informing them of the Prize to reject it. Should they not reject it by this deadline, Desigual shall deem that the winning Participants have accepted the Prize. Should a Prize not be accepted by a winning Participant or he or she not fulfil the conditions for participating, Desigual shall contact the alternate winning Participants in turn, in the order that said alternate winners were chosen by the aforementioned computer program.

The Prizes shall be handed over to the winning Participants by means of shipping to the addresses indicated to Desigual by the winning Participants.

16. WAIVER AND LIMITATION OF LIABILITY

Desigual accepts no liability for any harm or damage that may be caused to any Participant during the course of the Draw as a consequence of his or her participation therein, except in the case of malice, wrongdoing or serious negligence of the part of Desigual.

Desigual also accepts no liability for any harm or damage that may arise, directly or indirectly, from the possession, loss or use that the Participant may make from the Prize(s) before, during or after the enjoyment thereof, except in the case of malice, wrongdoing or serious negligence of the part of Desigual.

Any abusive or fraudulent use of these T&C, or any action that may prevent the proper workings and the ordinary course of the Draw process pursuant to these T&C shall give rise to the exclusion therefrom of the Participant and/or winner responsible for said use and/or action, as well as the loss of any Prize won.

Desigual shall be exempt from any responsibility should there be any error in the details supplied by the Participants themselves that prevents their proper identification.

17. PERSONAL DATA PROTECTION

Information on the processing of the personal data of Participants is included in the Privacy Policy, viewable via the following [link](#).

18. MODIFICATIONS TO THE T&C

Desigual reserves the right to make changes at any time to improve the Draw, including, but not limited to, an extension to the period for participating in the Draw, new prizes, modification of the participation terms and conditions or any other change that, in Desigual's opinion, entails enhanced achievement of the Draw's purpose. Any such modifications shall, if occurring, be notified to Participants.

19. ACCEPTANCE

Participation in this Draw implies complete acceptance of these T&C and full compliance therewith, as well as with Desigual's decisions.

Desigual reserves the right to disqualify any Participants who breach these T&C.

20. APPLICABLE LAW AND JURISDICTION

Said T&C shall be governed and interpreted in accordance with the law of Spain and any dispute associated therewith and/or with the Draw shall be submitted before the courts and tribunals of the city of Barcelona, with the Participants expressly renouncing any other possible jurisdiction.