

GENERAL CONDITIONS OF CONTRACT - REGISTRATION AND USE OF THE PORTAL

1. SUBJECT

- 1.1. These general terms and conditions regulate registration and access on the Portal, as well as the related services (“Portal T&C”). In particular, the Portal is dedicated to the distribution of the Gift Cards of Benetton (“Merchant”).
- 1.2. The Portal T&C binds also the Users who, even if they are not Registered Users, browse in the Portal.
- 1.3. The purchase of Gift Cards is governed by the general terms and conditions of sale available on the Portal (“Sale T&C”).

2. DEFINITIONS

- 2.1. In addition to the definitions set out above and below in the Portal T&C, the terms indicated below, when used with a capital letter hereafter, will have the following meanings, it being understood that singular terms include plurals and vice versa:
 - a) “**Account**”: the reserved area of the Registered User;
 - b) “**Amilon**”: Amilon S.r.l., Tax ID and VAT number 05921090964, REA-MI 1858746, with registered office in via Battaglia n. 12, 20127 - Milan, PEC (certified e-mail) amministrazione@pec.amilon.it, website <https://amilon.eu/>, which created and makes the Portal available;
 - c) “**Gift Card**”: document issued by the Merchant which incorporates, the owner’s right to obtain goods or services from the Merchant (or by affiliated parties or franchisees that are part of the Merchant's network) within the limit of the nominal value indicated on the document itself and at the conditions of use indicated therein and the corresponding obligation of the Merchant (or the above-mentioned entities) to accept it instead of money for the purchase of such goods or services at its stores;
 - d) “**Privacy Policy**”: document containing the information that Amilon is required to provide as data controller pursuant to art. 13 of Reg. (EU) 2016/679 (“GDPR”);
 - e) “**Parties**”: Amilon and the User jointly;
 - f) “**Portal**”: the Amilon e-commerce portal <https://giftcard.benetton.com/it> where the Users can use the services listed in art. 7, in particular buy Gift Cards from Amilon.
 - g) “**Registered User**”: the User registered on the Portal (as indicated in art. 3.1);
 - h) “**User**”: the person who uses the Portal.

3. PROCEDURES OF REGISTRATION AND ACCESS TO THE PORTAL

- 3.1. To register on the Portal, the User must:
 - 1) provide the information requested in the specific form, by entering a personal e-mail address and choosing a password in accordance with the provisions of art. 5.1, which will be credentials for authentication to the Portal (“**Credentials**”);
 - 2) declare that he/she has read the Privacy Policy and accept the Portal T&C, by ticking the relevant box;
 - 3) confirm registration by e-mail, received at the e-mail address entered in the form.

4. CONCLUSION AND DURATION OF THE CONTRACT AND RIGHT OF WITHDRAWAL

- 4.1. The contract is concluded for an indefinite period.
- 4.2. The Registered User may withdraw from the contract at any time and request the cancellation of his/her Account by contacting Amilon at privacy@amilon.eu, which will cancel the Account. It is understood that in this case Amilon will provide for the deletion of all data contained in the Account including those listed in art. 7.2.

5. USE OF CREDENTIALS AND REGISTERED USER RESPONSABILITIES

- 5.1. **The Registered User is required to choose a sufficiently safe password** – it must be composed of at least 8 characters and must contain one uppercase, one lowercase, one numeric character and at least one non-alphanumeric character (for example _, !, \$, #, %) – and **to change it periodically**, not less than once every 90 days, also for the purposes referred to in the following paragraph.
- 5.2. The Credentials are strictly personal (i.e. they refer exclusively to the Registered User) and cannot be transferred by the latter to third parties. **The Registered User is required to keep the Credentials with the utmost diligence and to keep them confidential in order to prevent their use by unauthorized third parties**, minimizing any risk of their disclosure, detection, tampering, theft, duplication or interception.
- 5.3. If the Registered User becomes aware of unauthorized access and/or known anomalies, he/she is required to immediately notify Amilon and instantly change the password, unless specific instructions are provided by Amilon itself.
- 5.4. Without prejudice to the provisions of the previous paragraph, in the event of loss of credentials, the Registered User can retrieve them by following the instructions provided during authentication. The Credentials can be changed by clicking on the appropriate link in the Account.
- 5.5. **The Registered User will be responsible for any use of the Credentials and the consequent access to the Portal and use of the related services, even if performed by unauthorized persons, as well as for any damage caused to Amilon and/or third parties resulting from the failure to comply with the provision of articles 5.1, 5.2 and 5.3, and hereby undertakes to indemnify and hold Amilon harmless from any**

and all requests, including for damages, arising directly or indirectly from the above use or abuse.

6. REPRESENTATIONS, WARRANTIES AND OBLIGATIONS OF THE USER

6.1. The User declares:

- i. to be of legal age;
- ii. that he/she is acting for purposes unrelated to any entrepreneurial, commercial, handcraft or professional activity carried out and therefore as a 'consumer' within the meaning of the consumer regulations, including the Italian Legislative Decree 206/2005.

6.2. It is understood that, if the User does not comply with one or more of the conditions set out in the previous paragraph and/or provides false, out-of-date or incomplete personal data, Amilon, according to its discretionary evaluation, reserves the right to prevent the User from accessing the Portal, deactivating and/or deleting the Account, without prejudice to Amilon's right to resort to any further remedy provided by law for its own protection.

6.3. Without prejudice to the provisions of the previous art. 5 and the following art. **Errore. L'origine riferimento non è stata trovata.**, the User undertakes to use the Portal in accordance with the provisions of the Portal T&C and in full compliance with all applicable laws and regulations, thus refraining from any conduct that is contra legem or conduct otherwise detrimental to Amilon or third parties (by way of example only, conduct that could compromise the security of the systems and/or equipment of Amilon and/or third parties, allow unauthorised access, provide untruthful data or other/outdated documentation when registering or using the services).

6.4. The Registered User undertakes to keep the data relating to him/her updated, amending them in the Account.

6.5. Where the User provides personal data of third parties, the User guarantees that he/she is entitled to do so and undertakes to hold Amilon harmless from any dispute or claim by such third parties in relation to the processing of their data carried out by Amilon.

6.6. It is forbidden for the User to carry out any data mining activity (e.g. scraping) or to use similar automatic data extraction techniques to steal the contents of the Portal, without the prior written authorization of Amilon, without prejudice to the automatic action of the "spiders" of general search engines (e.g. Google). The User, even without the use of automatic data extraction techniques, may not create and publish his/her own database that reproduces the contents of the Portal without the prior written authorization of Amilon.

7. SERVICES OFFERED BY AMILON

7.1. On the Portal, Users may choose the Gift Card(s) of interest by selecting the country of use (Italy, Germany, France), value and quantity and, upon registration, purchase them (as regulated in the Sale T&C).

7.2. Registered Users have an Account, where they can view and modify their personal data and consult their purchase orders.

7.3. Amilon provides the Users with an assistance contact point, available via a special link in the Portal footer. This is without prejudice to the Users' right to contact Amilon at the contact points indicated in art. 2.1, lett. b).

8. AMILON'S OBLIGATIONS AND LIMITATIONS OF LIABILITY

8.1. Amilon undertakes to make the Portal and the related services available, in accordance with the Portal T&C and current legislation.

8.2. The User acknowledges and accepts that the use of the Portal may be subject to suspension or interruption, in whole or in part, for causes beyond Amilon's control - such as, but not limited to, slowing down, congestion and/or overloading of the system, of the Internet access network, tampering or illegal interventions by third parties - without this entailing any liability for Amilon, nor that the User is owed anything whatsoever.

8.3. **The User also acknowledge that the provision of the services of the Portal may be suspended – even without notice, if necessary – in order to guarantee both corrective maintenance interventions**, aimed at remedying faults, defects, malfunctions (bugs) of the Portal, **and those of evolutionary maintenance**, aimed at improving their functioning and usability, adding new functions, adapting them to the evolution of legislation and the reference context (update), **as well as in the event of emergencies or security threats**, it being understood that Amilon will in any case take care to restore the functionality of the Portal as quickly as possible, to minimize the risk of disruption of any kind.

8.4. **Amilon assumes no liability for the abusive, improper, careless, inaccurate, inadequate use of the Credentials, also considering the obligations of safekeeping and strictly personal use of the Credentials under art. 5.2.**

8.5. The User acknowledges that **the characteristics of the Gift Cards and the related conditions of use are decided by the Merchant**, which assumes all responsibility in this respect. Therefore, considering that the Gift Card is an entitlement to obtain a **performance rendered by the Merchant, Amilon cannot be held liable for any discrepancies or non-compliance of the aforementioned characteristics and/or conditions of use**. As reiterated in the Sale T&C, it is the User's obligation to properly check these conditions of use before proceeding with the purchase.

9. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

9.1. The User acknowledges and accepts that:

- all intellectual and industrial property rights relating to the Portal and its services and features are owned by Amilon, the rights concerning logos, trademarks and any distinctive signs and materials relating to the Gift Cards are the property of the Merchant (hereinafter, in respect of both Amilon and the Merchant, the "**Material**");
- he/his is only permitted to browse the Portal, view the Material and to use the services specified above, given that the reproduction and/or reuse, in whole or in part, in any form whatsoever, including through links (es. framing or in-line linking), of the Portal and the Material is prohibited, without the express written consent of Amilon, without prejudice to the provisions of art. 6.6;

- Amilon's failure to exercise its right to act or any form of forbearance by Amilon in relation to any conduct contrary to this article, as well as to intellectual and industrial property law, does not constitute a waiver of its right to act to protect the position of Amilon itself and/or the Merchant.

10. LIABILITY AND INDEMNITY OF THE USER, FORMS OF PROTECTION OF AMILON

- 10.1 In the event of a breach of the provisions of articles 5, **Errore. L'origine riferimento non è stata trovata.** and **Errore. L'origine riferimento non è stata trovata.**, the User shall remain solely liable, and shall **expressly indemnify Amilon or the rights holders, including the Merchant, in respect of any claims asserted by third parties on account of such breach.**
- 10.2 It is understood that in such a case Amilon may take, at its own discretion and without prior notice, any action it deems necessary to protect its interests, including blocking access to the Portal and cancelling the Account, without prejudice to any remedy provided by law, including the right to terminate the contract pursuant to art. 1456 c.c. (by simple written communication to the User) and/or to request compensation for damages suffered.

11. PRIVACY

- 11.1 Amilon processed the User's personal data in its capacity as data controller in compliance with the privacy regulation, including the GDPR and Legislative Decree 196/2003 as amended and in accordance with the Privacy Policy and the privacy and cookie policy of the Portal (whose link is inserted in the Portal footer).
- 11.2 The User may change any consent given for the processing of his/her data for marketing purposes via the appropriate functionality within the Account.

12. AMENDMENT TO THE CONTRACT

- 12.1 **Amilon reserves the right to amend these Portal T&C at any time**, of which Users will be given adequate notice, without prejudice to their rights, pursuant to art. 4.2 above, to withdraw from the contract. It is understood that the essential characteristics of the service will not be modified except for justified reasons adequately indicated.

13. APPLICABLE LAW AND PLACE OF JURISDICTION

- 13.1 The contract between the Parties is governed by and shall be interpreted according to the Italian law, without prejudice to the applicability of the mandatory rules of the legislation of the country in which the User, as a consumer, has his/her residence/domicile.
- 13.2 In the event of disputes between the Parties, the User has the right to access the European Online Dispute Resolution platform, developed and managed by the European Commission, in compliance with Directive 2013/11/EU and Regulation (EU) 2013/524, in order to facilitate the out-of-court resolution of disputes concerning contractual obligations arising from online sales or service contracts between a consumer residing in the European Union and an established professional in the European Union through the intervention of an ADR ("alternative dispute resolution") entity that has adhered to it, selectable from a special list available therein. For more information on this platform or to initiate, through it, an alternative resolution procedure for a dispute relating to the contract, the User can access the following link: <http://ec.europa.eu/odr>.
- 13.3 For all disputes relating to the contract between the Parties, the User may take action before the judge of the place of residence or domicile.

14. PROVISION OF LEGAL DOCUMENTATION

- 14.1 These Portal T&C and the Privacy Policy can always be consulted through the footer of the Portal, as well as being made available to the User at the time of registration.
- 14.2 The legal documentation is written in Italian and English.