

HOUSE OF DIESEL - LOYALTY PROGRAM

1. Program Owner

The Program Owner is Diesel S.p.A., with registered office in via dell'Industria 4-6, 36042 - Breganze (VI), Italy, with T.C. and VAT no. 00642650246 (“**Diesel**”).

2. Duration

The HOUSE OF DIESEL Program (the “**Program**”) shall have a total duration of 2 years commencing 12/04/2022 until 12/04/2024 and shall be tacitly renewed each year unless otherwise notified or upon early termination of the Program, as promptly notified by the Program Owner.

The Program shall be regulated by the terms specified herein (“**Regulations**”), which are accepted unconditionally and without reservation by each Diesel customer upon registering in the Program.

The Program shall be accessible in all the Countries referred to in Section 3; however, the activation of the Program and Member registrations shall commence on the following dates:

- from April 2022 for Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;
- from May 2022 for Canada and the United States.

The specific activation dates for each Country will be notified to the users who already have a Diesel account in their personal pages, as well as in the Diesel Website (www.diesel.com, the “**Website**”) and in all the official Diesel channels in each Country.

Any special conditions for specific Countries or territories can be found at the following [link](#).

3. Territorial scope

The Program will apply to the whole territory of the Countries listed below, where there are Diesel branded stores and outlets: Austria, Belgium, Canada, Denmark, Finland, France, Germany, Ireland, Italy, the Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, the United Kingdom and the United States (the “**Territory**”).

The Program will apply to all the online purchases made by Members within the territorial scope of the Program, as well as to purchases made on the Website for the Countries listed below: Bulgaria, Croatia, Estonia, Greece, Latvia, Lithuania, Luxembourg, Poland, Czech Republic, Romania, Slovakia, Slovenia and Hungary.

Department stores, franchise stores, Diesel Kids stores and Diesel Black Gold stores are excluded from the Program. Any limitation concerning the sales points and outlets not included in these Regulations can be found at the following [link](#).

4. Members

Only natural persons of 18 years of age or older may take part in the Program, provided that they are not legally incapacitated and/or minors with the support and help of a parent or tutor with parental responsibility (the “**Member**”).

The employees of Diesel S.p.A. and OTB S.p.A. Group companies are not eligible to take part in the Program.

5. Registration process

Diesel customers who are already registered in the D:CODE Loyalty Program will be eligible to be automatically registered in the new House of Diesel Program. The Membership Level and the actual amount of initial points of customers already registered in the D:CODE Loyalty Program will be automatically calculated by Diesel based on the purchases made by customers in the 12 months prior to the start date of this Program, excluding all the purchases made in department stores, franchise stores, Diesel Kids stores and Diesel Black Gold stores.

A customer who does not wish to take part in the new Program may request termination of his/her membership as specified in Section 14.

Registration is completely free of charge and will be obtained by filling the dedicated form with any of the following procedures:

a) through the Website www.diesel.com:

Once the registration form, available on the Website, has been filled out, an online account will be created and the Member will automatically be part of the Program. The Member will receive a confirmation e-mail of their registration at the e-mail address provided in the registration form.

Registration in the specific Program area of the Website shall imply registration in the Program. If a user wishes to access the services available in the Website (e.g., purchasing products) without joining the Program, he or she may simply select the “Guest” option where available (e.g., when checking out for payment).

b) Through the stores participating in the Program:

The Member shall fill out a special form using the digital tools (tablets) that will be provided by the staff in the store or, alternatively, the form will be filled out by the staff in the store by using digital tools available to them (mobile devices). Once registration has been completed in the store, the Member will receive an e-mail confirming they have joined the Program and they will be asked to set a password for the configuration of their online account created in the Website. The Member may, at any time, download the QR code related to the customer's code from the “My Account” area in their IOS or Android wallet and use it to be recognized in the store. If the Member does not complete the online account configuration, he/she will be eligible for registration in the Program only for purchases in physical stores.

Fixed displays and/or flyers with a special QR code will also be placed in the stores participating in the Program for customers to join the Program by themselves through the Website.

c) Through additional official Diesel channels:

The Member will have to fill out a special application form, available on Diesel's other official channels (by way of example, but not limited to, social networks, such as Facebook, Instagram, and WeChat). An online account will be subsequently created and the Member will receive a confirmation e-mail of their registration at the e-mail address provided in the registration form.

d) Through the Customer Service:

The Member may call the toll-free number from the "Help" section of the Website and ask to be registered in the Program. After providing the Customer Service operator with his/her details, the Member will receive an e-mail confirming his/her registration at the e-mail address provided and will be invited to complete the configuration of the online account created in the Website.

Once the Member has activated his/her "My Account" area, all the details provided by the Member upon registration and the details regarding purchases made in the stores participating in the Program and in the Website will be visible and editable in that area.

The Member is required to provide true and valid personal details to access the Program. Incomplete forms or those that do not respect the instructions provided in the form itself will be disregarded. Members are not permitted to create multiple accounts. Diesel will not carry out any verification of the truthfulness and accuracy of the information provided by the applicant and does not assume any responsibility in this regard. However, should any suspicion arise about the truthfulness of the details provided to create one or more accounts, Diesel reserves the right to remove the Member from the Program.

6. Purpose of the Program and reward system

The Program has been designed by Diesel to retain customers.

Only customers who were already registered in the previous D:CODE loyalty program and those who have filled out the dedicated application form will be allowed to take part in the Program.

By purchasing any amount of Diesel Products (with the exceptions expressly set forth hereafter) during the implementation period of the Program at the Diesel stores and/or in the online store (as better specified in Section 3 of these Regulations), the Program Members will earn points with which they will obtain benefits (including gifts, special promotions, services and/or experiences), depending on the level reached and on the total amount of points earned.

The purchases made by Members in the physical stores and in the Websites of the other Countries included in the Territory defined in Section 3 will earn them points based on the number of points specified for each currency. The allocation of points for each currency is provided in the following table:

CURRENCY	UNITS	POINTS
EUR	1	10
GBP	1	10
USD	1	10
CAD	1	10
CHF	1	10

NOK	10	10
SEK	10	10
DKK	10	10

The ranges for each level are: **Level 1** (0 to 4,000 points), **Level 2** (4,001 to 10,000 points) and **Level 3** (10,001 to 18,000 points) based on the points collection process set forth in these Regulations for the Program. In the event that customers reach beyond 18,000 points, Diesel will consider additional benefits.

Depending on the currency of the transaction, a certain amount of points corresponds to a certain amount of money spent (e.g., 10 (ten) points are earned for each euro spent). The number of points earned will be determined for each purchase considering the total price paid by the Member, including VAT and any discount and/or promotion. Any fraction will be rounded up to the next euro.

The points obtained with online transactions and physical store purchases are displayed in the dedicated section of the “My Account” area from the time of confirmation of the purchase order. There, they will remain temporarily suspended to be accounted for once a period of 30 (thirty) days has elapsed from the Product purchase date.

Members may also earn points through pre-order purchases of products not yet available in the Website. The points earned by the Members with pre-order purchases are shown in the dedicated section of the “My Account” area from the time of shipment of the Product purchased (and not from the time of their purchase) and will be accounted for once a period of 30 (thirty) days has elapsed from the Products shipment date.

Members may earn extra points by purchasing Products included in specific collections or product categories (e.g., “Capsule Collection”), which may be selected and announced by Diesel from time to time. In addition to the crediting of points from the transaction, Members will then be awarded additional points, which will be visible and accounted for in the dedicated section of the “My Account” area once a period of 30 days has elapsed from the Product purchase date.

In addition to the points earned through purchase transactions (made in the stores and in the Website), Members will be able to obtain extra points to try to reach the subsequent level, also through various specific activities (e.g., social network interactions, participation in events and/or programs organized by Diesel) that may be organized by Diesel according to our business calendar all year round or only for limited periods. These will in any case be appropriately communicated to the public through publication in the Website and/or personal notifications through the communication channels listed below. For more information regarding said specific activities, as well as for the points collection rules, please refer to the *My House of Diesel* section in the “My Account” area.

Extra points earned through specific activities may not exceed 4,000 points for Level 1, 6,000 points for Level 2, and 8,000 for Level 3. If these thresholds are exceeded, the points in excess won't be included in the total balance.

In order to be credited with the points obtained with the purchase of Products, Members must **(i)** when purchasing from a physical store, identify him/herself and specify that they are registered in the Program prior to the issue of the receipt (by providing their last name, first name, telephone number and/or e-mail and/or customer code issued at the time of registration in the Program) or **(ii)** when purchasing in the Website, identify him/herself through a login authentication procedure prior to the conclusion of each transaction. If the Member does not give prior notice of his/her status of registered

member or makes the purchase without accessing his/her personal area in the Website, he/she will not be able to earn the corresponding points. Once the receipt has been issued and/or the transaction on the Website has been completed, the points may no longer be credited.

No points will be earned from the following purchases:

- a) Purchase of gift cards prior to their use. If the gift card is purchased and given to third parties, points may be credited to the beneficiary only when it is used by the same beneficiary to purchase a Product.
- b) All the purchases made in connection with specific projects and/or programs, including temporary programs, that may be implemented by Diesel from time to time and not expressly included in this Program.

7. Term of validity of the accrued points

From the date of registration in the Program, each Member may earn points and advance in Levels over the course of twelve (12) months. Transition from one Level to the next can take place at any time on the basis of the points obtained and confirmed (any outstanding points are not counted for Level transitions). At each Level change, previously accrued points are retained and the 12 (twelve) month period begins again.

If the Member does not transition to the next Level in the course of this 12 (twelve) month period, the accrued points will be recalculated and the Member will retain only the points earned during the last 12 (twelve) months in his/her balance.

After recalculating the points, the Member may be reconfirmed at the same Level, if the point balance is sufficient to remain at that Level. If the Member's point balance does not suffice to allow him/her to remain at the Membership Level, then the Member will be downgraded to the level corresponding to the points earned in the last 12 (twelve) month period.

In addition, the twelve (12) month period will begin again from the date when the points have been recalculated.

The automatic renewal of the Program, as provided for in Section 2 of these Regulations, will not affect the balance of the points accrued by each Member in respect of which the 12-month period of validity has not yet expired, unless the Program is terminated earlier, with reasonable notice from the Program Owner.

Diesel reserves the right to make minor changes to the Program and to these Regulations without prior notice at any time and at its sole discretion, provided that these changes do not materially affect the reward mechanism and participation in the Program. The Member may access the updated Regulations by reading the latest version published in the Website.

Any alteration, limitation, elimination and/or amendment that is likely to affect the current award mechanism will be promptly notified to the Members.

If the Program is amended and/or replaced with a new program, Diesel will allow Members to retain the points accrued until that date and the terms and conditions of the new regulations shall apply.

8. Nature of benefits

Members may be offered promotions (e.g., discount codes), gifts (e.g., limited edition gifts), services

and experiences depending on the Membership Level reached.

For more information on the nature of benefits, please refer to the Website, as well as to the “My Account” page.

Gifts and benefits are not exchangeable and are not redeemable for cash, nor are Members entitled to request, with or without the addition of cash, the possibility of receiving different prizes, even if they are of a lower value.

Diesel undertakes to notify, from the start date of the Program, the list of prizes consisting of goods, services and discount vouchers in the dedicated “My Account” area of the Website.

9. Delivery of benefits and gifts

Members may receive notifications regarding the reception of benefits or gifts either through their e-mail address indicated in the registration form or by direct information in the stores or through Diesel's official communication channels or in the dedicated “My Account” area or in another area of the Website. The Member will be entitled to collect the benefit or gift within and no later than the period expressly indicated and starting from the date of notification of the benefit or gift. Any promotional code offered by Diesel must be used within the terms specified from time to time.

Benefits and gifts may be either delivered in the stores or transmitted in the form of codes via e-mail, text messages and/or other Diesel official communication channels. If, during the validity period of the request for the benefit/gift, the Member purchases Products online, he/she will be able to ask that the benefit/gift be available to him/her at the store where he/she will pick up the Product(s).

10. Returns

Return of purchased products

In order to ensure the correct calculation of points, a product can be returned only at the physical store where the purchase was made and/or at any Diesel branded store by presenting the original receipt of the purchase. If the purchase was made in the online store, the return shall follow the procedures described in the “Returns” section of the Website.

When a Product is returned, any outstanding points will not be accrued and will subsequently be deleted; points are updated automatically and are visible online in the dedicated “My Account” area of each Member.

Return of products purchased using promotional codes

For the return of products purchased by using promotional codes obtained by participating in this Program, please refer to the previous section or to the specific “Returns” section at www.diesel.com.

The promotional code used for the purchase of one or more Products will no longer be valid and may not be used, even if the Products are returned.

11. Information to recipients

All communications relating to the Program may be made by Diesel via the Website, text or multimedia messaging, Wallet, e-mail, newsletter, social networks and/or any other Diesel official communication channel.

All communications relating to the Program are sent solely for the purpose of making available the benefits described above and are not marketing communications, except as specified in the privacy policy at www.diesel.com. In fact, marketing communications will only be sent to Members who have given their consent in the relevant forms.

If a Member did not give his/her consent to receive marketing communications, he/she will still receive e-mails containing exclusive benefit information, subject to local regulations.

12. Consulting the Regulations

These Regulations will be available to the Members:

- a. at www.diesel.com;
- b. on request, sent by the Customer Service and/or POS staff by e-mail.

13. Personal data processing

The Members' personal data will be processed by Diesel as Data Controller in compliance with the provisions of the European Regulation (EU) 2016/679 and subsequent amendments and/or additions, including through the use of electronic tools, for purposes related to participation in the Program.

A copy of the Privacy Policy is available at www.diesel.com.

14. Termination of Program participation

Members may terminate their participation in the Program at any time simply by:

- contacting the Customer Service by e-mail or using the online chat;
- sending an e-mail to privacy@diesel.com stating the desire to be removed from the Program.

If participation in the Program is linked to registration in the Website www.diesel.com login area with the creation of an account ("My Account"), the termination of participation in the Program will imply the deletion of the related "My Account" and any related services.

Diesel may remove a Member from the Program for just cause by revoking his/her registration immediately and notifying the Member in writing with indication of the reason(s) for the deletion of the account. A "just cause" includes, but is not limited to, fraudulent or abusive use of the Program (e.g., sharing false personal details or information, suspected possession of multiple accounts, excessive and unusual frequency of returns, behavior indicating an intent to resell and/or obtain profit from the purchase of Diesel products) or breach of the Regulations or applicable laws. Any such situation will result in the loss of the benefits associated with participation in the Program.

15. Amending the Regulations

Diesel reserves the right to supplement or amend the Regulations, taking care to avoid any adverse effect on the legal rights of the Members. Any amendment will be notified to the Members with appropriate and prior communications by Diesel through its official communication channels. In the event that a Member does not wish to accept an amendment, he/she may cancel their participation pursuant to Section 14 above.

16. Suspension or early termination of the Program

Diesel may suspend or terminate the Program for just cause prior to the date set forth in Section 2. Members will be notified of early termination and suspension (with their respective consequences) at least 20 days prior to their effective date. This notification may be sent by Diesel through its Website www.diesel.com, at Diesel stores or through other communications relating to the Program. The suspension or termination of the Program will not entitle a Member to receive any compensation.

17. Contact

For any questions or complaints regarding the Program, Members may access the dedicated Program area in the Website www.diesel.com and contact Diesel's Customer Service at <https://www.diesel.com/shop/contactus>.

18. Applicable Law and competent Court

All rights and obligations arising from these Regulations are governed by the legislation of the place of residence of the Member. Any dispute arising from these Regulations, their interpretation, construction, effectiveness or termination, as well as the general participation in the Program, shall be subject to the exclusive jurisdiction of the Member's place of residence.