

Fidaty Card Regulations

- 1) Esselunga S.p.A., with registered office in Milan, 20 via Vittor Pisani and administrative headquarters in Limoto di Pioltello (MI), 1 via Giambologna, VAT n. 04916380159 (hereinafter “**Esselunga**”) promotes and manages a loyalty programme (hereinafter “**Fidaty Programme**”) which allows the customer, holder of the Fidaty Card (hereinafter the “**Client Holder**”), to participate in special initiatives and/or services offered in the stores and/or on the websites and/or on the applications “Esselunga” or “Esselunga Online” (the “**Esselunga Applications**”) and/or to accumulate so-called Fidaty Points on their spending.
- 2) The Fidaty Card is **(i)** is subject to intellectual property rights exclusively owned by Esselunga; **(ii)** it is valid from the date of issue until the death of the Client Holder; **(iii)** the Card is strictly personal and not transferable by deed between living persons or by reason of death, is intended solely to meet family needs and is in any case reserved exclusively for individuals of legal age and acting for purposes not related to a commercial or professional activity; **(iv)** it may also be issued to persons benefiting from guardianship and/or curatorship and/or support administration upon presentation by the guardian/curator/support administration of an appropriate document proving their eligibility. Esselunga reserves the right to modify or make additions to the contents of the Fidaty Programme at any time, giving notice thereof by publication on the Company's websites and/or in the stores, and such modifications and/or additions shall be valid and effective from the date of publication of the updated version of the present Regulation on the Esselunga website.
- 3) The Client Holder is entitled to only one Fidaty Card. If more than one Fidaty Card is activated by the same Client Holder, the points and benefits of the cancelled Fidaty Cards will be transferred to the only Fidaty Card remaining active.
- 4) The Fidaty Card is issued completely free of charge and can be applied for by filling in the relevant application form: **(i)** in Esselunga stores or at totems or at so-called Fidaty Points, or by scanning the QR code; or **(ii)** by connecting and registering on the Esselunga applications and websites of Esselunga and Group companies (such as www.spesaonline.esselunga.it, www.esserbellaprofumerie.it, www.parafarmacia.esselunga.it, www.enoteca.esselunga.it, etc.).
When applying for the Fidaty Card, the Client Holder must provide identification data (name and surname, contact details, tax ID code and/or other form of eligibility in the case of a person benefiting from protection and/or guardianship and/or support management, an active mobile phone number and/or e-mail

address) as well as give the specific consents to the processing of the data. Esselunga will verify the tax ID code and if it is correct, the Client will be registered, otherwise registration will not be possible.

Esselunga reserves the right to share the data provided by the Client Holder with authorized entities, such as the Italian Revenue Agency, the Judicial and Public Security Authority, or Law Enforcement, in the event of a formal request for verification/investigation purposes and (ii) reserves the right to block the Fìdady Card in the event of incorrect/invalid tax ID code.

If the Client Holder does not have a tax ID code, they must go to a so-called Fìdady Point so that Esselunga staff can still identify them by presenting a valid document; until identification is provided, their participation in the Fìdady Programme will be limited, both for online purchases and for purchases made in stores; the relevant limitations are indicated on the totems or at the so-called Fìdady Points, or on Esselunga applications or on the websites of Esselunga and of the Group companies. The personal data provided by the Client Holder - to participate in the Fìdady Programme and the services and initiatives related to it (including but not limited to: prize draws, “home delivery service”, “presto spesa” service”) - will be processed in accordance with the privacy policy provided to the Client Holder at the time of activation/registration of the Fìdady Card, pursuant to Article 13 of the GDPR. The Privacy Policy is also always available at the Fìdady Point or in the specific “Privacy” section on Esselunga websites and/or applications.

The Client Holder undertakes to keep the above-mentioned identification and contact details up to date at all times, **(a)** through the section relating to their account on the Esselunga Sites and Applications, or **(b)** through the totems and/or QR codes located inside the Esselunga Shops, or **(c)** through the forms available at the so-called Fìdady Points inside the same shops or equivalent application.

Failure to sign and/or incomplete communication and/or failure to complete or update the data required in the application form/online form will result in the Fìdady Card not being issued or, in any case, being cancelled.

Esselunga also reserves the right to verify at any time the truthfulness, accuracy and completeness of the data provided by the Client Holder and to take any appropriate action in the event of irregularities in the data or documents issued.

The Fìdady Card is issued in digital and/or physical form.

The Client Holder's request for the activation of the Fìdady Card implies the Client Holder's acceptance of these Regulations, as well as the regulations concerning the Fìdady Programme, offered/consulted at Esselunga's stores and/or on Esselunga's or Group Companies websites and/or applications, if used by the Client Holder. The request for activation of the Fìdady Card by the Client Holder

implies the automatic activation of the “*presto spesa*” service and the “*home delivery service*”.

- 5) In order to participate in reserved initiatives and services (such as, for example, but not limited to: prize draws, “*presto spesa*” service), the Fìdaty Card **(i)** in the case of in-store purchases, either in its physical or dematerialised version, must be presented at the cashier’s desk at the time of payment, it being expressly understood that if the Fìdaty Card is not presented in one of the prescribed versions, the points will not be credited and/or any discounts will not be calculated and/or it will not be possible to obtain stamps/cards/other promotional items as part of current prize competitions organized by Esselunga; **(ii)** in the case of purchases made online, it will be automatically associated with the Client Holder's account at the time of registration on the Esselunga website, if the Client Holder does not already have another active Fìdaty Card. It should be noted that if the Client Holder does not provide the tax ID code, they will not be able to fully participate in the Fìdaty Programme, as indicated in point 4) above.
- 6) The Client Holder shall take the utmost care in the safekeeping and use of the Fìdaty Card and shall refrain from any form of disclosure/publication of the Card number. Among these measures, and without prejudice to the provisions of article 7 below, Esselunga recommends that the Client Holder choose an exclusive password for access to Esselunga's online services, not used for other websites or applications, to be identified by following the instructions on the website or Esselunga applications, in order to ensure a higher level of security for the same, as well as to keep the password with care and change it regularly and in any case whenever there is any suspicion of a breach by third parties of the Client Holder's profile.
- 7) Without prejudice to the provisions of Article 9 below, the Client Holder may choose to achieve a higher level of security for their Account by activating the so-called two-factor authentication system (hereinafter referred to as “2FA”), which requires, in addition to the password, the access code sent by SMS to the telephone number indicated by the Client Holder during registration.
- 8) Subject to the activation of the 2FA authentication system referred to in the previous paragraph, the Client Holder may make the donation of virtual stamps related to ongoing competitions organized by Esselunga and also of Fìdaty Points, as well as the use of virtual stamps or points in order to claim prizes from the Fìdaty catalogue or Fìdaty voucher(s)¹, in the following ways: (i) online, by

¹ The value of the Fìdaty voucher is indicated in the current Fìdaty catalogue.

accessing the personal area of the website www.esselunga.it or through the Esselunga applications; or (ii) in-store at the cashier's desk or at the totem in Esselunga stores or at so-called Fìdaty Points inside the same stores, where the Client Holder will be asked to provide their date of birth together with an identity document in order to complete the procedure for donating/using Fìdaty Points/stamps.

- 9) In the event of loss, theft or suspected unauthorized use of the Fìdaty Card by a third party, the Client Holder must immediately notify Esselunga (hereinafter "Report"): **(a)** by calling the toll-free number 800-666555; or **(b)** by going to the so-called Fìdaty Points in Esselunga stores; or **(c)** in writing by filling in the appropriate form on the website www.esselunga.it or at Via Giambologna 1, 20096 Limbiate di Pioltello (MI). Upon receipt of the Report, Esselunga will block the Fìdaty Card to which the Report relates (and the Fìdaty services associated with that card.) and, at the Client Holder's request, will issue a new replacement Fìdaty Card and transfer to the new Fìdaty Card the points/promotions accumulated/existing at the time of blocking. If a new replacement Fìdaty Card is issued, the *"presto spesa"* service and *"home delivery service"* will be reactivated on the new card.

Esselunga reserves the right not to proceed with the transfer of the points/promotions accumulated/existing at the time of Report if the Client Holder has not previously performed the 2FA authentication referred to in Article 7 above.

In any case, Esselunga shall not be liable for any unauthorized use of the Fìdaty Card by third parties.

- 10) The methods of awarding points, the conditions of participation in the Fìdaty Programme and other individual promotional events will be communicated to the Client Holder through the communication channels of the Esselunga Group companies.
- 11) The purchase of Fuel Vouchers and Gift Cards (convertible into Fuel Vouchers) is only permitted for Fìdaty Card Holders and is - in the case of purchase in the stores – conditional on presentation of the Fìdaty Card at the cashier's desk at the time of payment. In any case, in relation to any type of expenditure, no more than one cash purchase by the Client Holder - on the same day - will be allowed if the total amount of the expenditure exceeds the limit provided for by the applicable regulations.

- 12) Esselunga reserves the right to verify at any time the regularity of the use of the Fìdaty Card and, at its sole discretion, to permanently withdraw the Fìdaty Card, with the consequent resetting to zero of the points associated with any related purchase or of all points accumulated with it, in the event of any detected illegal or otherwise irregular and/or unauthorized use of the Fìdaty Card itself, as well as not compliant with the provisions of these Regulations and/or detrimental to the image and/or brand of Esselunga (including, but not limited to, the use of the Fìdaty Card for several consecutive expenses, for the purchase of promotional products for which there are limits on the quantities purchased); in such cases, Esselunga reserves the right to temporarily and/or permanently disable the Fìdaty Card or use the technical method it deems most appropriate in the event of suspicious transactions on the Client Holder's account.
- 13) The Fìdaty Card may remain active provided that it is used at least once (1) every twelve (12) months. Esselunga reserves the right to deactivate the Fìdaty Card if it is not used for a period of twelve (12) months, with the consequent cancellation of the points previously accumulated.
- 14) The Client Holder may at any time request to terminate participation in the Fìdaty Programme and deactivate the Fìdaty Card, in which case the Client Holder must:
- (i) if issued, return the Fìdaty Card in physical format to any Esselunga store; or
 - (ii) in the case of a Fìdaty Card issued in virtual format only, the Client Holder must request its deactivation at the so-called Fìdaty Points in Esselunga stores or via the website www.esselunga.it or the toll-free number 800-666555.