

1. Program Owner

Diesel S.p.A., with registered office in Italy, via dell'Industria 4-6, Breganze 36042, Registered Company, Tax ID and VAT no. 00642650246, Share Capital, 22,500,000.00, fully paid up (hereinafter, "**Diesel**").

2. Duration

The D:CODE program (hereinafter, the "**D:CODE Program**" or the "**Program**") will run for a total duration of 2 years and its running period will begin on the date it is published on the website. The Program shall cease to operate once the aforementioned duration has come to an end or upon termination with just cause, notified by the owner through the website www.diesel.com. The D:CODE Program shall be subject to these regulations (hereinafter, the "**Regulations**"), which each Diesel customer accepts by registering for the Program.

Any special conditions for specific Countries or territories will be promptly set out on the website www.diesel.com, in the relevant national extension.

3. Territorial scope

The Program shall be valid in all the countries where Diesel-owned stores are located (Austria, Belgium, Canada, China, Denmark, Finland, France, Germany, Greece, Hong Kong, Ireland, Italy, Monaco, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, the United Kingdom and the United States, (hereinafter, the "**Territory**"), as well as in the countries listed as recipients of online sales on the website www.diesel.com. The Program will also be valid for all purchases Members make online through the TMALL platform. To check if there are local loyalty programs regulated differently in your country, please check with the stores in your country.

4. Members

The D:CODE Program is open for all to join and is free of charge. Any natural person who is 16 years of age or older may join (hereinafter, the "**Member**" or "**D:CODER**"). Registration for the D:CODE Program is completely free and can be done in store, on the website www.diesel.com, through ad hoc dedicated pages and/or on social media networks, by filling in the registration form, through one of the following procedures:

(a) Through www.diesel.com:

Once the registration form, available at www.diesel.com, has been filled out, an online *account* will be created and the Member will automatically be part of the D:CODE Program. The Member will receive a confirmation email of their registration sent to the email address provided in the registration form.

Therefore, registering for the reserved log in area of www.diesel.com leads to joining the D:CODE Program. If the user wishes to access the services available on the site (for instance, purchasing products) without joining the D:CODE Program, they only need to choose the "Guest" option where available (such as at the checkout for payments).

(b) In store:

The Member will have to fill out the relevant form using the digital tools (tablet/mobile) provided by the store staff. Once in-store registration is complete, the Member will receive an email confirming they have joined the D:CODE Program and will be asked to set a password for the relevant online *account* created on the website.

c) Through social media networks:

Once the appropriate registration form has been filled out, available on the relevant social media networks (Facebook, Instagram, WeChat), an online *account* will be created and the Member will automatically be part of the D:CODE Program. The Member will receive a confirmation email of their registration sent to the email address provided in the registration form.

Once activated by the Member, all the purchases made when logged in and all the information disclosed at the time of registration will be visible and amendable through *my account* online.

The Member providing valid and truthful personal details is a requisite for accessing the D:CODE 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, if any suspicion should arise that an *account* or *accounts* have been created under false identities, Diesel reserves the right to remove the Member from the Program.

5. Purpose and scope of the Program

The D:CODE Program is a tool for promoting awareness of the Diesel world and the products it offers. The Member will have exclusive and early access to a range of information on the world of Diesel, such as promotions and previews on the release of new garments and collections for each relevant Territory, as well as getting personalized giveaways and Members-only promotions, under the conditions regularly communicated, and will be entitled to join events organized by Diesel in the Territory.

To participate in the Program or to receive any free giveaways and/or other benefits set out in these Regulations, the D:CODE Program does not require Members to make any purchases or commit to purchasing Diesel products, nor does it require proof of purchase or issue loyalty cards. The D:CODE Program does not qualify as an event carrying prizes pursuant to Presidential Decree of October 26, 2001, no. 430 and its related provisions.

6. Nature of *benefits*

Giveaways or information on how to receive them will be sent via message to the contact addresses provided by the Member on the registration form and may include, but are not limited to:

- collection previews (access to limited capsule collections);
- members-only promotions (sales previews);
- promo codes for online purchases;
- personalized gifts;
- invitations to exclusive events.

Diesel reserves the right to update, modify and add to the list of giveaways, communicating the list updated from time to time in the area of the website www.diesel.com dedicated to the Program. Allocation of birthday giveaways is not automatic but subject to availability.

The Program is based on the principle of *surprise&delight*, where benefits awarded are not necessarily linked to any specific behavior or to a member's specific status, except in countries where local programs operate.

6.1 Giveaways

The Member may receive an exclusive D:CODER giveaway on their birthday, based on the date of birth disclosed by the Member on the registration form or in a subsequent update of their information.

6.2 Exclusive promotions

The Member can enjoy special sales promotions, in terms of discounted prices and purchasing joint products with favorable conditions.

Whenever Diesel launches a promotion for the D:CODE Program, valid throughout the Territory or with specific reference to the Country of residence communicated by the Member on the registration form, the Member will receive relevant information, such as - by way of example - duration, favorable conditions offered and sales points involved across the Territory. However, such communications, which are of a commercial/promotional nature, will be sent to the Member only if they have consented to marketing activities, as and when in the manner available. This information will also be made accessible via the D:CODE Program area on www.diesel.com.

6.3 Invitations to exclusive events

Diesel may organize promotional events at its stores across the Territory, such as, by way of example, invitations to events for presenting partnerships and sponsorships such as collaboration projects with artists, companies and partners. This is subject to compliance with any current local regulations at the time, as well as the actual availability of individual stores across the Territory.

Whenever an event exclusive to the Members of the D:CODE Program is organized, the Member will receive the relevant information, such as the *location* and the nature of the event. The Member may register for the event according to the procedures set out by the Diesel store concerned; in each case, actual participation is subject to the availability and capacity of the store concerned, as well as to other local provisions in force.

6.4 Nature of communications

All communications referred to in articles 6.1 and 6.3 above are part of the D:CODE Program, are sent exclusively for the purpose of making the above described benefits available and therefore do not constitute marketing communications, except as specified in article 6.2. Naturally, these latter communications will only be sent to Members who have given their consent in the relevant forms. Where the Member withdraws consent to marketing communications, they will continue to receive emails concerning benefits. Unsubscribing to the D:CODE Program will be necessary to no longer receive benefit communications, pursuant to the current laws and regulations in the various Countries.

7. Consulting the Regulations

These Regulations will be available to the Members:

- a. online at www.diesel.com;
- b. upon request, at Diesel stores.

8. Personal data processing

Members' personal data will be processed by Diesel S.p.A. 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 participating in the Program.

A copy of the [privacy policy](#) is available online at www.diesel.com.

9. Termination of Program membership

9.1 Participants may terminate their D:CODE Program membership, at any time, simply by:

- contacting the Customer Service, by phone, email or through online chat;
- sending an email to privacy@diesel.com stating the desire to be removed from D:CODE.

9.2 Where participation in the D:CODE Program is linked to registration to the website www.diesel.com log in area, by creating *my account*, Program termination will consequently lead to canceling *my account* and its related services.

9.3 Diesel S.p.A. may remove a Member from the D:CODE Program with just cause, revoking registration with immediate effect, by giving written notice to the Member outlining the relevant reasons. Just cause includes, for example, fraudulent or abusive use of the D:CODE Program (e.g., sharing false personal details or information) or other violations of the Regulations or applicable laws. Such circumstances will result in the loss of benefits associated with D:CODE Program membership (Members-only event invitations, any giveaways).

10. Amending the Regulations

Diesel S.p.A. reserves the right to add to or amend the Regulations making sure the amendments made do not adversely affect the rights acquired by the Members. Members will be notified of any amendments via email and online at www.diesel.com in the dedicated D:CODE Program and Regulations area. In the event that the Member does not wish to accept the amendments, they have the right to cancel their membership in accordance with art. 9 above.

11. Suspension or early termination of the Program

Diesel S.p.A. may suspend or terminate the D:CODE Program before the date stated in article 2 only for just cause. Members will be notified of early termination and suspension (along with their respective consequences) at least 20 days prior or, for suspension, as far in advance as possible and, at the latest, by the day before such suspension takes effect. Diesel S.p.A. may make such notifications online at www.diesel.com, at Diesel stores or through other communications relating to the Program.

12. Contact

For any questions or complaints regarding the Program, Members may refer to the D:CODE Program log in area on the website www.diesel.com and contact Diesel's Customer Service at the following address <https://www.diesel.com/shop/contactus>.

13. Applicable Law and competent Court

All rights and obligations arising from these Regulations are governed by Italian law. Any dispute arising from these Regulations, their interpretation, effectiveness or termination, as well as general participation in the D:CODE Program, shall be subject exclusively to the Jurisdiction of the Member's place of residence.

Last Updated: March 2021