

HOUSE OF DIESEL – TERMS & CONDITIONS

1. Program Owner

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

2. Duration

The House of Diesel program (hereinafter, the “**Program**”) will have a total duration of two (2) years starting from 28/05/2025 up until 28/05/2027. Upon expiration, the Program will automatically renew on a yearly basis, unless otherwise notified or in the event of early termination, which will be notified by Diesel pursuant to paragraph 13.

The Program is governed by these terms & conditions (hereinafter, the “**T&Cs**”), which are accepted unconditionally and without reservation by each Member upon registering to the Program itself as set out in paragraph 5.

The Program will be accessible to any Member registered within the Territory as further specified in paragraph 3 below, starting from the above-mentioned date. Any deferral of Program activation with references to one or more of the countries listed below will be communicated by Diesel.

3. Territorial Scope

The Program shall be valid across the entire territory of the following countries: Austria, Belgium, Canada, Denmark, Finland, France, Germany, Ireland, Italy, the Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, the United Kingdom and the United States. The Program will also apply to all online registered users pursuant to paragraphs 5(a) and 5(c), within the following countries: Bulgaria, Croatia, Estonia, Greece, Latvia, Lithuania, Luxembourg, Poland, Czech Republic, Romania, Slovakia, Slovenia and Hungary (hereinafter jointly referred to as the “**Territory**”).

Within the Territory there are Diesel branded shops and outlets where each Member may use and/or redeem its benefits and/or free gifts as set out in paragraphs 6 and 7 below (hereinafter, the “**Adhering Store/s**”).

Department stores and franchise stores are excluded from the Program. Any restrictions relating to stores and outlets not adhering to the T&Cs might be found [here](#).

4. Members

Any natural person who is 18+ years old can take part to the Program, given that they are not legally incapacitated (hereinafter, the “**Member**”), with the exclusion of all employees of Diesel S.p.A. and of the companies belonging to the OTB S.p.A. Group.

5. Subscription

Any registered Diesel costumer, namely any holder of a personal online account on the Diesel web site www.diesel.com (hereinafter, the “**Website**”) and registered to the former version of House of Diesel, shall be entitled to be automatically subscribed to the Program. In the event the Member does not wish to be subscribed to the Program, it can request the termination of its participation in accordance with the procedures set out in paragraph 11.

The registration to the Program, which is completely free of charge and released from the purchase of Diesel branded products, requires the filing of an enrolment form (hereinafter “**Subscription Form**” or “**Form**”) and can be carried out in one of the following ways:

- a) through the Website www.diesel.com:

the registration to the Website implies the subscription to the Program. Specifically, once the Diesel costumer has set the password and completed the Subscription Form through the Website, an online account will be generated (hereinafter **"My Account"**) and the Member will automatically subscribe to the Program. The Member will receive an e-mail confirming its registration at the e-mail address provided in the Subscription Form.

In the event the user wants to take advantage of the services available on the Website (e.g. purchasing products) without participating to the Program shall not log in the My Account and proceed as non-registered user (e.g. when checking out for payments).

- b) through Adhering Stores:

in order to subscribe to the Program, the Member shall individually fill out the Subscription Form using the available digital tools (tablet) that will be provided by the staff in the Adhering Store (hereinafter **"Store Staff"**) and if available in the Adhering Store by scanning the QR code present on the displays located inside the Adhering Stores. Alternatively, the Store Staff may fill in the Subscription Form with other digital tools at its hands (tablet/mobile). Once the Subscription Form has been completed, the Member will receive a confirmation e-mail stating that it has been subscribed to the Program and that it shall set a password to finalize the My Account setup. Should the Member fail to complete the My Account set up, the benefits and free gifts will be communicated through other channels (e.g. mobile phone number or address) if indicated in the abovementioned Subscription Form and redeemable only within the Adhering Stores.

- c) 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 its subscription at the e-mail address provided and will be invited to complete the setup of the online account created within the Website.

Once the Member has activated its "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 on 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 Subscription Forms or filed without respecting the instructions provided within the Subscription 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 to 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 and scope of the Program

The 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 about the world of Diesel, to promotions and previews on the release of new garments and collections within the Territory, as well as getting personalized free gifts and Members-only promotions, under the conditions regularly communicated, and will be entitled to join events organized in the Adhering Stores, or to any other event organized by Diesel in the Territory.

To participate in the Program or to receive any free gifts and/or other benefits as set out in these T&Cs the 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 Program does not qualify as an event carrying prizes pursuant to the Italian Presidential Decree of October 26, 2001, no. 430 and its related provisions.

7. Nature of the benefits and free gifts

The free gifts and/or benefits, as well as the way through which the Members may receive them, will be disclosed from time to time from Diesel at the contact addresses given by the Member and indicated in the Subscription Form and may include, but are not limited to:

- collection previews (access to capsule collection(s) reserved for a limited number of Members);
- Members-only promotions (sales previews);
- promo codes;
- personalized gifts;
- invitations to exclusive events.

Free gifts and benefits are not exchangeable and can neither be converted into cash, nor is possible for the Members to claim, with or without the addition of cash, the possibility of receiving different prizes, even if of lesser value. Indeed, the Program is based on the principle of *surprise & delight*, where the free gifts and /or benefits awarded are not necessarily linked to any specific behavior or status of the Member.

7.1. Free Gifts

The Member may receive an exclusive free gifts giveaway on its birthday, based on the date of birth disclosed by the Member in the Subscription Form or following a subsequent update of their information. The allocation of birthday free gift is not automatic but subject to availability.

7.2. Exclusive Promotions

The Member can enjoy special sales promotions, in terms of discounted prices on Diesel products, or by purchasing joint products with favorable conditions. Whenever Diesel launches a promotion for the Program, valid throughout the Territory, the Member will receive relevant information, such as - by way of example - duration, favorable conditions offered and Adhering Stores. This information will be communicated from time to time by Diesel.

7.3. Invitation to exclusive events

Diesel may organize promotional events at its Adhering Stores, such as, by way of example, but not limited to, invitations to events for presenting partnerships and sponsorships such as collaboration projects with artists, companies and partners. This event is subject to compliance with any current local regulations at the time, as well as the actual availability and capacity of the Adhering Store across the Territory.

Whenever an event exclusive to the Members of the Program is organized, the Member will receive the relevant information, such as the location, nature of the event, the registration process and potential conditions to access the event. The access of the Member to the event may subject to the Adhering Store capacity.

7.4. Nature of communications

All communications referred to in paragraphs 7.1 and 7.3 above are part of the Program and will be sent exclusively for the purpose of making the above-described benefits available and therefore do not constitute marketing communications. The 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 e-mails concerning the free gifts and benefits. Unsubscribing to the Program will be necessary to no longer receive benefit communications, pursuant to the current laws and regulations in the country listed at paragraph 3.

8. Delivery of benefits and gifts

The Member will be entitled to collect the benefit and/or gift within and no later than the period expressly indicated and starting from the date of notification of the benefit and/or gift. Any promotional code offered by Diesel must be used within the terms specified from time to time.

9. Consulting the T&Cs

These T&Cs will be available to the Members:

- a. online at www.diesel.com;
- b. upon request, sent by e-mail by Customer Service and/or the Store Staff.

10. 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.

11. Termination of the Program membership

Members may terminate their participation to 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 the participation to the Program is linked to the registration within the MyAccount area of the Website www.diesel.com, the termination of participation to the Program will imply the deletion of the 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 by indication the reason(s) for the account deletion. 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 T&Cs or the applicable laws. Any such situation will result in the loss of the benefits and/or gifts associated with participation in the Program.

12. Amendment of the T&Cs

Diesel reserves the right to supplement or amend the T&Cs by making sure 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 paragraph 11 above.

13. Suspension or early termination of the Program

Diesel may suspend or terminate the Program for just cause prior to the date set forth in paragraph 2. Members will be notified of early termination and suspension (with their respective consequences) at least twenty (20) days prior to their effective date. This notification may be sent by Diesel through its Website

www.diesel.com, the Adhering Stores or through other channels (i.e. via e-mail or by texting an SMS as given in the Subscription Form). The suspension or termination of the Program will not entitle a Member to receive any compensation.

14. Contact

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

15. Applicable Law and competent court

All rights and obligations arising from these T&Cs are governed by the legislation of the place of residence of the Member. Any dispute arising from these T&Cs, their interpretation, construction, effectiveness or termination, as well as the general participation to the Program, shall be subject to the exclusive jurisdiction of the Member's place of residence.