# "SHOP TO WIN" PRIZE DRAW PROMOTED BY THE COMPANY DESIGN MANAGEMENT S.R.L. Sole proprietorship (CL 146/2025)

## PROMOTER

Design Management S.r.l. sole proprietorship headquartered at Via San Paolo 7, Milan, Italy – VAT no. 05063610488 (hereinafter the "**Promoter**").

## REPRESENTATIVE

Clipper S.r.l. headquartered at Viale Caterina da Forlì 32 – Milan, Italy, VAT no. 06601410159 (hereinafter the "**Representative**")

## NAME AND TYPE OF INITIATIVE

Prize draw called "Shop to Win" (hereinafter the "Contest").

#### AREA

The Contest takes place at The Mall Sanremo located in Sanremo (Imperia), Via Armea, 43 (hereinafter "**The Mall Sanremo**") and The Mall Firenze located in Leccio, Reggello (Florence), Via Europa 8, 50066 (hereinafter The Mall Firenze) during opening hours to the public (The Mall Sanremo and The Mall Firenze jointly hereinafter "**The Mall**").

## DURATION

Participation in the Contest is scheduled between April 1, 2025 and February 28, 2026 (hereinafter the "**Duration**"), exclusively during the days and opening hours of The Mall, according to the following schedule:

- Phase 1 = April 1, 2025 to April 30, 2025 (during this phase purchases must be made by presenting the personal QR code and registration for the Contest must be completed, as specified below)
- Phase 2 = June 1, 2025 to June 30, 2025 (during this phase purchases must be made by presenting the personal QR code and registration for the Contest must be completed, as specified below)
- Phase 3 = November 1, 2025 to December 24, 2025 (during this phase purchases must be made by presenting the personal QR code and registration for the Contest must be completed, as specified below)
- Phase 4 = from January 15, 2026 to February 15, 2026 (during this phase purchases must be made by presenting the personal QR code and registration for the Contest must be completed, as specified below)

The prize draws will be carried out according to the following timeline:

- > 1st draw (for Phase 1 participants) = by June 15, 2025
- > 2nd draw (for Phase 2 participants) = by July 15, 2025
- > 3rd draw (for Phase 3 participants) = by January 15, 2026
- > 4th draw (for Phase 4 participants) = by March 15, 2026

If necessary, the reporting of draw results may be postponed or modified without this affecting Participants' rights: all draws will be concluded by March 15, 2026.

#### RECIPIENTS

The Contest is aimed at all final consumers, customers of the Promoter, of legal age at the time of participation, who are registered with The Mall Club or who will register during the Contest and who, at the

time of completing a purchase in one of the stores at The Mall, will show the QR code to the relevant staff member (hereinafter the "**Participant(s)**").

Each Participant will be identified by their QR code which is associated with the data provided upon registering via the website https://themall.it/en/my-area/register .

The following are excluded from participating in this Contest:

- > all employees of the Promoter and their relatives and spouses;
- $\succ$  the associated companies of the Promoter and The Mall stores;
- > retailers, wholesalers, shopkeepers and point of sale owners;
- subjects, businesses or companies (legal entities) that make purchases with a VAT number and therefore do not have Consumer status (pursuant to art. 3, paragraph 1(a), of Legislative Decree no. 206/2005).

# SCOPE OF THE CONTEST

The Contest is aimed at promoting The Mall and incentivizing purchases at The Mall stores (hereinafter the "**Store(s)**") and rewarding Participants.

For the purposes of the Contest, all purchases, of any amount, made by the Participants during each phase of the Duration at The Mall Stores are valid with the exception of purchases made at the Food Lounge of *ToscaNino* at The Mall Firenze and *Ad Ahoc* at The Mall Sanremo.

## NOTICES

All Participants are asked to retain original purchase documents until the date of each draw and for the following 60 days: the purchase documents may be requested by the Promoter to carry out the necessary checks at the time of awarding the prize.

## ADVERTISING

The full rules of the Contest will be available for Participants to consult at <u>www.themall.it</u>.

There will also be advertising regarding the Contest within The Mall, as well as via any other forms of online and offline communication that the Promoter deems appropriate from time to time.

#### HOW TO PARTICIPATE

The Promoter organizes the Contest in the manner described below.

To participate in the final prize draw during each phase of the Duration, Participants will be asked to:

- make at least 1 purchase, of any amount, at one of The Mall Stores by presenting to the cashier, before the purchase is finalized, the QR code that identifies the Participant as a member of The Mall Club;
- register for the Contest on the website https://firenze.themall.it/en/events/shop-to-win or on the website https://sanremo.themall.it/en/events/shop-to-win (hereinafter the "Website" or the "Websites"), by the end of the phase in which the purchase was made, filling out the form with the mandatory data requested (first name, last name, telephone number and e-mail address, which must be the same one used upon registration for The Mall Club) and taking into account the privacy policy and the full Contest rules. It should be noted that registration for the Contest must be repeated for each phase in which the Participant decides to participate in the Contest: in particular, registration for one phase will not be valid for subsequent phases.

It should be noted that in the event that a purchase is made without showing the QR code that identifies the Participant as a member of The Mall Club, such purchases will not be considered valid for the purposes of participation in the Contest.

Similarly, if the Participant does not register for the contest via the Website during the relevant phase, purchases made at The Mall will not be valid for participation in the scheduled draw for that phase.

At the end of each phase, the Promoter will prepare two databases, one showing the purchases made at The Mall Sanremo and one at The Mall Firenze, with the list of consumers who have registered for the Contest via the Website by the end of the phase, as previously indicated.

The databases will be used to perform the prize draws, as described below. Data from the Promoter's accounting system will be used to prepare the databases.

Each Participant, provided that they have submitted the identifying QR code at the time of payment and registered for the Contest via the Website during each phase, will be automatically entered in the reference database used to make the prize draws, as many times as the number of purchases made during each phase, in compliance with the provisions of these regulations.

Specifically, multiple purchases, subsequent to the first, made in the same Store on the same day, will not be counted for the purposes of participation in the Contest whereas all purchases made on the same day in different Stores will be taken into account, always within the limit of 1 purchase/day per Store.

By way of example, the Participant, in the event of multiple purchases in the same Store on the same day, will be entered only once in the database used to carry out the prize draw in each phase, while purchases made in the same Store but on different days during the Duration will be considered valid, always within the limit of 1 purchase per day.

The same Participant may win a maximum of one prize for each phase, even if they have made multiple purchases at both The Mall Firenze and The Mall Sanremo.

The Promoter reserves the right to carry out appropriate checks, potentially cancelling entries made in a manner than differs from the stipulations and/or excluding from participation those who do not comply with the rules.

Specifically, the checks will cover the regularity of the transactions made and whether or not the Participant has returned the purchase.

## DRAWS

According to the abovementioned schedule, the prize draws for each phase will be carried out in Milan in the presence of a notary or official of the Chamber of Commerce in charge of consumer protection.

To this end, for each draw, the Promoter will provide the two databases containing all the data of the eligible parties, in compliance with the provisions of these regulations. From each database 2 winners will be drawn, who will win the prizes on offer and 2 reserves who will take over in the event of unavailability or irregularity of the original winner.

#### NOTIFICATION OF WIN

Winners will be notified by e-mail, using the e-mail address provided upon registering with The Mall Club and/or telephone number.

The winners will be provided with all the information necessary to use/receive the prize. The Promoter reserves the right to request a copy of an identity document in order to verify the correspondence of the data entered upon registering with The Mall Club and, where appropriate, the original purchase document. In the event of a discrepancy between the data entered upon registering with The Mall Club and the identity document received, the prize cannot be assigned and will be attributed to the first suitable reserve. In order to validate the win, the winners must confirm their personal data (first name, last name, e-mail and telephone number) via e-mail no later than 5 days from the date on which the notification of the win was sent.

The prize will not be transferable to third parties.

The Promoter or its appointee assumes no responsibility in relation to the winner for whom:

- > the e-mail provided upon registering with The Mall Club is non-existent, incorrect or incomplete;
- $\succ$  the mailbox is full;
- > there is no response from the host computer after the win notification e-mail has been sent;
- $\succ$  the mailbox is disabled;
- > the e-mail provided during the participation phase is included on a blacklist.

#### PRIZES (16 in total)

Each winner is awarded 1 purchase voucher\* with a nominal value of €500.00 incl. VAT to be spent at The Mall Sanremo or The Mall Firenze and a voucher with a nominal value of €100.00 valid for a lunch with a tasting menu to be used at the Food Lounges of The Mall Sanremo or The Mall Firenze

\*The voucher can be spent in The Mall Stores. The winner will be able to select one or more products to purchase (maximum of 1 transaction to be carried out by 30/04/2026) up to a maximum spend of  $\notin$ 500.00 incl. VAT. The cost will be borne by a representative of the Promoter who will pay for the purchase at the Store with the means of payment made available by the Promoter. In the event that the winner selects goods with a value of less than  $\notin$ 500.00 incl. VAT, they will not be entitled to any financial compensation or the provision of other goods and/or services. If the goods selected by the winner exceed the voucher limit of  $\notin$ 500.00, he/she may make up the difference using the usual payment methods accepted by the Store. In no way may the voucher be converted into cash or monetized.

## PRIZE FUND

The indicative value of the prize fund is €11,000.00 incl. VAT: on this amount, the Promoter provides an appropriate guarantee in favor of the Italian Ministry for Business and Made in Italy.

# WAIVER OF RIGHT TO REIMBURSEMENT

The Promoter hereby waives the right to reimbursement of the amount withheld at source referred to in art. 30 of Presidential Decree 600 of 29/9/73 in favor of the winners.

## **OBLIGATIONS AND GUARANTEES**

By voluntarily participating in the Contest, the Participant implicitly declares that he/she has read and accepts these regulations.

The prizes on offer are not convertible into cash, nor is the winner entitled to request, with or without the addition of money, the possibility of receiving alternative prizes even of lesser value.

Only in the event of need, the prize may be replaced at the discretion of the Promoter with a different good/service, of similar or higher value.

Prizes will be made available within 180 days of the draw date.

If the prize fund is not entirely claimed or assigned, unlike in the case of express waiver, it will be donated to charity to: Associazione Amici di Cometa Onlus - Via Madruzza, 36 - 22100 Como, Italy - Tax no. 95087410130 – also in the form of alternative goods or services of equal value.

The winner will lose the right to obtain the prize if the participation is not regular, as previously indicated.

Participants who have taken part in violation of the provisions of these regulations will be automatically excluded from the Contest, including those who, by way of example and not limited to, have used software and computer tools capable of altering the entries.

The Promoter, or the companies appointed by it to manage the Contest, reserves the right to proceed, within the terms deemed most appropriate, and in compliance with the laws in force, to limit and inhibit any initiative aimed at circumventing the system devised.

The Promoter cannot under any circumstances be held responsible for any problems or damages arising during the use of the prizes on offer. By participating in the Contest, the winners indemnify and hold the Promoter not liable for any problems or damages and/or injuries, to things and/or people arising during the use of the prizes on offer.

The use and enjoyment of prizes may be subject to terms and conditions provided by third party producers and/or distributors and/or providers of the prizes specified in these regulations.

## **PROCESSING OF PERSONAL DATA**

The personal data of the Participants collected as part of the Contest will be processed by the Promoter in its capacity as data controller pursuant to and in compliance with the legislation on the protection of personal data, and in particular (EU) Regulation 2016/679 and Legislative Decree 196/2003 and subsequent amendments, as described in the Promoter's privacy policy and on the website.