

INSTANT WIN REGULATIONS
"INSTANT WIN!"
("Competition")

1. PROMOTER

NIOCOCKTAILS SRL, with registered office in Milan, Via Ansperto no. 10, Tax Code, VAT number and registration in the Milan Register of Companies no. 09891670961, share capital €1,718.8750i.v., certified email: NIOcocktails@pec.it (hereinafter, the "**Sponsor**").

For any information relating to the Competition or these regulations, please contact the Promoter at the following email address: info@nio-cocktails.com

2. DELEGATED ENTITY (pursuant to art. 5, para. 3 of Presidential Decree 430/2001)

Alfaplanner s.r.l., with registered office in Grosseto, Via Veio no. 22, Tax Code/VAT number/registration in the Companies Register of Grosseto no. 01480420536, REA no. 127909, share capital Euro 10,000.00 fully paid up, certified email: _alfaplanner@pec.it, www.alfaplanner.com (hereinafter, the "**Delegated Person**").

3. PARTICIPATION PERIOD

Participation in the Competition is permitted from **16 December 2023** until **31 December 2024** (hereinafter, the "**Participation Period**"). Award of instant win prizes report by February 12, 2024.

4. OBJECTIVE OF THE PROMOTION

The Competition aims to promote the NIO Cocktails brand, exclusively to adults, and in particular the Christmas line of products under the NIO Cocktails brand.

5. TERRITORIAL SCOPE AND RECIPIENTS

The Competition is aimed at natural persons residing in the territory of the Italian Republic or the Republic of San Marino, residents of Germany and residents of the United Kingdom, who have reached the age of eighteen on the date of participation in the Competition as described in art. 6 below (hereinafter, the "**Participants**" or the "**Users**").

Employees and their spouses and relatives of the Promoter and the Delegate are excluded from participation in the Competition.

6. METHODS OF PARTICIPATION AND PRIZES AVAILABLE

6.1 How to participate

To participate in the Contest, Users, during the Participation Period, must access the niococktails.co.uk, nio-cocktails.com, niococktails.de websites and **purchase, in a single digital cart**, at least one NIO Cocktails product of their choice.

Please note that for purchases made through e-commerce, a tax document will be issued by the promoting company in accordance with current Italian regulations.

Once the aforementioned purchase has been made, the User must access the "lab-go" mobile application (hereinafter, the "web app") available for free through any smartphone browser, register by indicating the mandatory data (name, surname, email, date of birth, residence). Once registered, the User will immediately find out, through a special screen that will appear on the web app, if they have won one of the prizes up for grabs, as described in art. 6.3 below.

It should be noted that during the participation phase, the User may optionally consent to the processing of their personal data for the further purposes indicated as optional in the privacy policy that will be provided at that stage.

6.2. Exclusively in the event of a win, the User will receive, at the same address indicated in the participation phase, a specific email communicating the win containing the instructions to validate it, as better specified in the following art. 8.1

Clarifications

- a) The absence of one of the mandatory data will prevent participation in the Competition.
- b) Incomprehensible, incomplete or manifestly false personal data will be considered invalid, therefore the User will lose the right to participate.

6.3 Instant win prizes available

During the entire Participation Period, the assignment, through specific instant win software, of:

Italy Awards

- **n. 5 (five) experience boxes** with NIO Cocktails brand, each containing n. 6 (six) crystal glasses, n. 6 (six) NIO Cocktails, and a form of ice, with a total value of €69.00 (sixty-nine//00) VAT included each;

- **n. 10 (ten) boxes** under the NIO Cocktails brand containing, each, n. 6 (six) top seller cocktails; each box has a value of €38.00 (thirty-eight//00) VAT included.

UK Rewards

- **n. 5 (five) experience boxes** with NIO Cocktails brand, each containing n. 6 (six) crystal glasses, n. 6 (six) NIO Cocktails, and a form of ice, with a total value of €69.00 (sixty-nine//00) VAT included each;

- **n. 10 (ten) boxes** under the NIO Cocktails brand containing, each, n. 6 (six) top seller cocktails; each box has a value of €38.00 (thirty-eight//00) VAT included.

Germany Rewards

- **n. 5 (five) experience boxes** with NIO Cocktails brand, each containing n. 6 (six) crystal glasses, n. 6 (six) NIO Cocktails, and an ice mould, with a total value of €69.00 (sixty-nine//00) VAT included each;

- **10 (ten) boxes** under the NIO Cocktails brand, each containing 6 (six) top selling cocktails; each box has a value of 31.15 euros (thirty-one//15) each.

Pursuant to art. 9, paragraph 1, Presidential Decree no. 430/2001, the minutes about the allocation of instant win prizes will be carried out in the presence of a Notary and it will take place on server allocated in Italy. Pursuant to the same article, if the device used for the award of prizes requires special technical knowledge, the notary or public official is accompanied by an expert who makes a special expertise.

7. PRIZE MONEY AND DEPOSIT

7.1 The prize pool for Italy Prizes is equal to €725.00 (seven hundred and twenty-five//00) including VAT; the prize pool for the United Kingdom Prizes is equal to €594.26 (five hundred and ninety-four//26) excluding VAT; the prize pool for the Germany Prizes is

equal to €594.25 (five hundred and ninety-four//25) excluding VAT, for a total of €1,913.51 (nineteen hundred and thirteen//51).

7.2 The deposit is paid to the Ministry of Business and Made in Italy for an amount equal to 100% of the total value of the prize pool of the Competition, net of VAT, pursuant to art. 7, paragraph 1, letter a) of Presidential Decree no. 430/2001.

8. COMMUNICATION/VALIDATION OF THE WINNINGS AND DELIVERY OF PRIZES

8.1 The appropriate software will randomly award the immediate prizes among all Participants who have correctly carried out the steps indicated in art. 6.1. Once the User has entered the instant win, the User will immediately find out whether or not they have won one of the prizes through a special on-screen message and, only in the event of a win, will they receive an email notifying them of the winnings from the Promoter **through a special lab-go platform**, which will contain the instructions to validate the winnings.

The winning User will be asked to validate the win, through the email address supplied by Promoter, no later than 30 (thirty) days from the date of sending the communication of the win a valid address for the shipment of the prize. In the event of failure to respond within the aforementioned period, the prize will be considered unclaimed. In the event that information is either unintelligible, incomplete, different from the data entered during participation in the Competition and/or clearly false, the prize will be considered void.

8.2 Prizes will be delivered within a maximum of six months from the date of award, coinciding with the moment of identification of the winners by the appropriate software.

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a) the prize is to be considered "void":

-for which the winning Participant does not provide the data and/or documents required in the validation phase of the win or with reference to which the inventory is completed;

b) the prize upon delivery of which the winner expressly declares not to accept it is to be considered "rejected";

c) the prize to be delivered to a winner not correctly identified due to incorrect, incomplete or manifestly untrue personal data is to be considered "not awarded";

d) there is "non-assignment" of prizes even if the number of Participants in the Competition is less than the number of prizes up for grabs,

pursuant to Article 10, paragraph 5, Presidential Decree 430/2001, unsolicited or unallocated prizes, other than those refused, will be donated to Officina Famiglia ONLUS, based in Grosseto, Casotto Pescatori Podere 763, tax code n.92081020536.

The Promoter reserves the right to donate to the aforementioned non-profit organization prizes different from those provided for in these regulations, but having at least the same value as the latter and which may be considered useful to the needs of said NON-PROFIT ORGANIZATION.

10. GENERAL TERMS AND CONDITIONS

10.1 Acceptance of the regulation

Participation in the Competition implies the Participant's acceptance of these regulations, which are entirely subject to the law of the Italian Republic and Legislative Decree no. 70/2003 on electronic commerce.

10.2 Prize conditions

a. Prizes may not be converted into cash under any circumstances.

- b.** Participants may not request, with or without cash adjustments, the delivery of prizes other than those provided for in these regulations.
- c.** Prizes are personal and may not be transferred to third parties.
- d.** The use and/or use of prizes may be subject to terms and conditions provided by third party producers and/or distributors and/or providers of the prizes provided for in these regulations.

10.3 Reservation of rights and faculties

The Promoter reserves the right to replace prizes with items of equal value and quality, in the event that the prizes provided for in these regulations are no longer available on the market for reasons not attributable to the Promoter.

The Promoter will confirm the winnings related to the Contest after verifying the real identity of the Participants, requesting a copy of their identity document, as well as after verifying the correspondence between the data entered during the participation phase and the data provided during the validation of the winnings, and reserves the right to carry out all the checks it deems necessary to verify compliance with the provisions of these regulations.

10.4 Disclaimer

To the fullest extent permitted by applicable law, the Sponsor assumes no liability:

- a.** for problems of access, impediment, malfunction or difficulty concerning technical tools, computers, cables, electronics, software and hardware, transmission and connection, telephone line that may prevent a User from participating in the Competition;
- b.** in relation to the use and/or enjoyment of the prizes by the winning Participants;
- c.** in the event of non-delivery of the communication of the winnings or prizes due to the indication of addresses (electronic or residence) or incorrect and/or untrue personal data by the winners and/or postal errors.

10.5 Violation of the regulations

Participants who, in the opinion of the Promoter, are winners with means and tools capable of evading randomness, or in any case judged suspiciously, fraudulently, or in violation of the normal course of the initiative, will not be able to enjoy the prize won in this way.

The Promoter reserves the right to proceed, in the terms deemed most appropriate and in compliance with the laws in force, in order to limit and inhibit any initiative aimed at circumventing the system devised, and reserves the right to protect its rights in the appropriate locations.

10.6 Server Location

The Promoter declares that the data collection and management server relating to this Contest is located in Italy.

10.7 Advertising and amendments to the regulations

This regulation is published on the website niococktails.co.uk, nio-cocktails.com, niococktails.de.

The Promoter reserves the right to modify all or part of these regulations, notifying the changes in question to the Ministry of Business and Made in Italy, it being understood that no changes will be made that are detrimental or detrimental to rights already acquired by the Participants.

11. WAIVER OF RECOURSE

The Promoter declares to renounce to exercise the right of recourse of the withholding tax pursuant to *art.* 30 of Presidential Decree 600/1973 in favour of the winners.

12. PROCESSING OF PARTICIPANTS' PERSONAL DATA

The information regarding the processing of personal data provided by Users for participation in the Competition can be viewed on niococktails.co.uk, nio-cocktails.com, niococktails.de.