

## **GENERAL TERMS AND CONDITIONS OF USE OF THE KIABI LOYALTY CARD**

### **ARTICLE 1 – SUBSCRIPTION TO THE PROGRAMME**

The KIABI brand is operated in Uruguay by ADEMY S.A. a company which is franchised to KIABI INTERNATIONAL DEVELOPMENT. The loyalty programme is proposed by ADEMY S.A., sociedad anónima emisora de acciones nominativas o escriturales under Uruguayan law, with capital of 10.000,00 pesos uruguayos and having its registered office at Esteban A. Elena 6496, Montevideo, URUGUAY, registered at the Trade and Companies Register of Uruguay under number RUC 219132980014.

The programme is available free of charge for any natural person, who is over 18 years of age, residing in Uruguay, and shopping in a KIABI store, for non-commercial purposes and holding a KIABI loyalty card (hereinafter referred to as the Card).

The Card may be issued in all KIABI stores in Uruguay.

The Card will be offered to the Customer or requested by the Customer. The Customer should, by filling in a form in a KIABI store, provide a store team member with all necessary information for creation of the Card, notably forename(s), surname and contact details – email or postal address and gender. Other information, such as date of birth, other Customer contact details, and specifically mobile phone number are sent by the Customer if the latter wishes. The Card will be given to the Customer by a store team member immediately after completing the subscription form.

The Card can be used in all Kiabi stores across the world as long as loyalty programme has been deployed there. The use of the Card in other countries is submitted to the cumulative loyalty points rules in force in the country which could be different of those in force in Uruguay.

The Card is for an unlimited duration ; however, if the holder has not made a purchase for 3 consecutive years with the Card, it will be automatically deactivated and could no longer be used.

The Card is issued for sole and personal use and may under no circumstances be sold, lent or transferred, nor used for any other purposes than those defined by ADEMY S.A. in the present Terms & Conditions. It is not a means of payment.

### **ARTICLE 2 – LOYALTY BENEFITS**

The benefits of the loyalty programme are as follows:

#### **1. 500 POINTS CUMULATED LEADING ON THE LOYALTY CARD GRANT 15% DISCOUNT IN A FUTURE PURCHASE**

Card holder begins cumulating loyalty points immediately after he or she's been given their loyalty card in store and during each following purchase upon presentation of the card in the cash-desk.

Points may be accumulated as follows:

**- Any purchase of 50 Uruguayan peso equates to 1 point accumulated**

Points are obtained when purchasing any product (excluding services offered in Kiabi stores, notably alteration), even when purchase is part of a promotion or sale. No points can be accumulated following purchases funded by credit notes.

**- 50 welcome points** are automatically credited at the time of the first purchase.

**- 50 points are offered on the card-holder's birthday**

The 50 points are automatically credited on condition that a purchase has been made in the 30 days following the Birthday (included), in store or online and that the date of birth is entered on the subscription form or notified during the use of the loyalty programme.

**- 50 points offered on the birth of any child**

The 50 points are credited upon simple request by the card-holder in store after having presented a document confirming the birth of a Customer's child, notably the birth certificate or child's health card, within 3 months following the birth.

## **2. OTHER BENEFITS**

Card-holders may benefit from offers reserved exclusively for card-holders. Information concerning offers will be available in KIABI stores. Card-holders may be notified of special offers in line with the contact means they indicated.

### **ARTICLE 3 – POINT MONITORING**

The Card-holder may consult his/her points balance upon simple request in store in Uruguay.

Points are generated and visible the day after making a purchase in store.

For any claim concerning the points balance and relating to purchases made in store, the card-holder should visit the store where he/she made his/her purchases, along with his/her Card and proof of purchases.

Points accumulated on the Card are valid for 2 years.

### **ARTICLE 4 – USE OF THE LOYALTY DISCOUNT**

Where the Card-holder has accumulated at least 500 points on his/her loyalty card, he/she receives a discount of 15% for a single purchase to be made in any Kiabi store in Uruguay within 3 months from the date when 500 points have been reached.

The card-holder will be informed of their eligibility for the discount by email or when making a purchase in store.

After use of the loyalty discount, the points balance of the card-holder will be debited by 500 points.

Card holder will keep points cumulated beyond 500. The new points balance will be available in store the day after using the discount.

The loyalty discount does not apply to articles whose price has been reduced during discounts, sales. The 3-months term of validity of the 15% discount will not be extended if sales, discounts happen within it.

During sales, the card-holder will be entitled to request, and only in store, to receive a discount on non-sale articles. In this instance, if the card-holder wishes to buy products in a promotion, the sales advisor may make two separate transactions; one for the purchase of articles in a promotion, and the other for non-discounted articles. The cashier will be entitled to request that the card-holder make two separate payments.

In such instance as a card-holder should have the equivalent of several loyalty discounts, namely a points balance equal to or in excess of 1000 points, he/she may not accumulate these discounts and benefit from, for instance, a 30% discount. Each 15% discount should be applied over two separate purchases. Should the card-holder request reimbursement of the article over which he/she has a loyalty discount, the 500 points having given right to the discount will not be credited. However, in the event of an exchange, the card-holder will once more benefit from a discount of 15% over the new article. If the card-holder has received the 15% discount over several articles, returning one of the articles will not remove the entitlement to a discount over other articles, but the points balance will be debited by the number of points corresponding to the value of the returned article.

The Card-holder can use a discount of 15% over the purchase of his/her choice in any store in Uruguay, since the day following the date when he/she has accumulated 500 points over his/her Card. For this, it is sufficient to notify the sales assistant and present the loyalty card at the same time.

Purchases made with a loyalty discount will also lead to the conventional accumulation of points on the loyalty card under the aforementioned conditions.

### **ARTICLE 5 – CHANGE OF ADDRESS**

Any change of the address or name of the card-holder should be notified by the card-holder to the KIABI store of his/her choice in Uruguay or by writing to the dedicated email address

#### **ARTICLE 6 – WITHDRAWAL, THEFT AND LOSS OF THE CARD**

In the event of Card loss, theft or damage, the card-holder is entitled to request a new Card directly in store. Subject to having received information necessary for identification of the card (surname, forename and/or email address and/or number of the lost or stolen card), the user may also request that the accumulated points on the lost, stolen or damaged card be transferred to the new card. Immediately following the transfer, the previous card is definitively deactivated.

In all instances of Card loss, theft or damage, ADEMY S.A. will be released of all liability, including in the event of fraudulent use of points and benefits by any third party.

Moreover, ADEMY S.A. hereby reserves the right to suspend, cancel subscription to the loyalty programme and/or prevent use of the accumulated points in the event of any default in respect of the present Terms & Conditions or abusive or fraudulent use of the loyalty programme.

#### **ARTICLE 7 – TERM AND MODIFICATION OF THE PROGRAMME**

ADEMY S.A. hereby reserves the right to amend, suspend or terminate, and notably to make modifications, to the KIABI loyalty programme at any time, in particular if it is affected by Uruguayan legislation. The current Terms & Conditions and the information indicated hereinabove can be viewed on the website [kiabi.uy](http://kiabi.uy) as well as in each KIABI store in Uruguay. The Card-holder is not entitled to take any redress against any person whomsoever from ADEMY S.A. for those reasons indicated hereinabove. The Card-holder is not entitled to any compensation, notably for removal of loyalty points and other benefits including reductions.

#### **ARTICLE 8 – LIABILITY**

The Card-holder is liable for card use and storage. The liability of ADEMY S.A. cannot be incurred for any reason, regardless of the nature, direct or indirect consequences of any anomalies and improper use of the KIABI loyalty card.

In the event of theft, loss, or defective operation of the Card however, ADEMY S.A. will make all best efforts to allow each card-holder to benefit from points accumulated.

In the event of any dispute concerning the accumulated amount, only the data contained in the ADEMY S.A. database will prevail.

#### **ARTICLE 9 – PERSONAL DATA**

In order to guarantee the best possible service, and to ensure management of the loyalty program, ADEMY S.A. is led to collect personal data (such as your name, postal address, email address, telephone number, date of birth, etc.) which you give us or which we collect as you make purchases.

By subscribing to the loyalty program, you acknowledge that ADEMY S.A., a franchise of KIABI INTERNATIONAL DEVELOPMENT in Uruguay, will send personal data collected thanks to the loyalty program to KIABI INTERNATIONAL DEVELOPMENT located at 100, rue du Calvaire, 58510 HEM, France, in the context of Kiabi brand's international database centralisation.

In the role of data controller, each party is responsible for processing its own customer database. Processing personal data by ADEMY S.A. is undertaken in accordance with Uruguayan and European legislation

Some of your personal data are strictly necessary so as to subscribe to the program and acquire the Card. This information is identified by an asterisk “\*”. You hereby undertake to give correct personal data. The legal basis for this processing is the contract formed between you and ADEMY S.A. by your subscription to the loyalty program.

Your personal data may also be used :

- for preference analysis on the legal basis of Kiabi's legitimate interest to know its clients and personalize its services ;
- to send you Kiabi commercial newsletters on the legal basis of your consent.

Your data will only be stored as required to perform our services or where required by law. In any case, your data will be stored by Kiabi for 3 years from your last contact with Kiabi.

We may have to transfer your data to data processors in order to carry out the proposed services. In such a case, we remain responsible for the process of your data to be made by the data processors and ensures their compliance with the contractual and regulatory framework. We take every precaution to preserve the security of your data, in particular to prevent their disclosure to unauthorized third parties. As such we implement all necessary measures to secure its IT devices and those of its subcontractors.

You have rights of access, rectification, cancellation, opposition, portability and to limit data processing. You can exercise your rights by sending an email to [hola.partner@kiabi.uy](mailto:hola.partner@kiabi.uy)

You also have the right to lodge a complaint with a supervisory authority. For more information regarding this right : [hola.partner@kiabi.uy](mailto:hola.partner@kiabi.uy)

#### **ARTICLE 10 - CONTACT**

For any questions pertaining to the present loyalty programme, Customers can contact the customer service team at a dedicated email address that will be created before the opening of the program.

#### **ARTICLE 12 – APPLICABLE LAW**

Any dispute pertaining to interpretation of the regulations is governed by Uruguayan law.

The courts holding jurisdictional competence for any dispute pertaining to interpretation of the present Terms & Conditions is that of the place of the registered office of ADEMY S.A. or that of the place of residence of the Card-holder.