

LOYALTY PROGRAMME TERMS AND CONDITIONS

"NAIL CLUB"

("Terms and Conditions")

1 Promoting Company

PASSIONE BEAUTY S.p.A. (hereinafter, "**Promoter**" or "**PB**"), with registered office at 36100 – Vicenza (VI), Viale F. Crispi no. 89/93.

2 Name and type of initiative

The loyalty programme is called "**Nail Club**" (hereinafter, "**Programme**").

The Programme qualifies as a prize promotion not subject to the regulations governing competitions and prize promotions (Presidential Decree No. 430 of 26 October 2001), as it falls within the exceptions set out in Article 6, paragraph 1, letters c) and *c-bis*), since the benefits consist of discounts and similar advantages and/or consist of vouchers to be used at PB itself.

3 Geographical scope

The Programme is valid for purchases made via the Promoter's sales channels (the *e-commerce* website www.passionebeauty.com and the "Passione Beauty" mobile app) by one of the Participants (as defined *below*), who are resident or have their registered office in Italy, France, Spain, Germany or the United Kingdom.

4 Duration of the Programme

The Programme is valid for an indefinite period from 14 July 2026, unless revoked, suspended or amended by the Promoter in accordance with the procedures set out in these Terms and Conditions.

PB may decide to terminate the Programme at any time, subject to 90 days' notice.

Upon expiry of the Programme, all points will be cancelled, and the benefits awarded according to the individual Participant's Level will no longer be available. Points will not be carried over to any subsequent initiatives.

5 Eligibility for the Programme

The Programme is aimed at natural persons of legal age and legal entities (hereinafter "**Participants**") who are resident or have their registered office in one of the countries listed in Article 3, and who register for the Programme.

Participants may act in the capacity of:

- "**consumers**": natural persons acting for purposes unrelated to any entrepreneurial, commercial, craft or professional activity they may carry out;
- "**professionals**": natural or legal persons acting in the course of their business, commercial, craft or professional activities.

6 How to enrol in the Programme

Registration for the Programme is free of charge and entitles the Participant to take part in the points collection scheme.

Each Participant may maintain only one active registration; a new registration is permitted only after the previous one has been cancelled.

Registration can be completed *online* via the website www.passionebeauty.com ("**Website**") or the "Passione Beauty" mobile app ("**App**"), by creating an *account* and providing up-to-date, complete and accurate information (first name, surname/company name, email address, etc.). Enrolment in the Programme takes place simultaneously and automatically upon the creation of a personal account on the Website or the App, which constitutes an essential step. The Participant may withdraw from the Programme at any time, retaining their *account* upon request to PB's Customer Care service.

Enrolment implies that you have read the privacy policy and fully accept these Terms and Conditions.

The Promoter reserves the right to refuse or cancel a registration in the event of suspected fraudulent use of the Programme or a breach of these Terms and Conditions.

The Participant is responsible for the confidentiality of their login credentials and for all activities carried out via their *account*.

7 Points Accumulation Mechanism

During the duration of the Programme, Participants will be awarded points in accordance with the methods and specifications set out below.

7.1 Points for transactional activities

7.1.1 Points for purchases

One **(1) point** for every full euro (**€1.00**) spent (e.g. €12.80 = 12 points).

Points are calculated only on successful purchases, based on the amount actually paid, net of discounts, vouchers and ancillary costs (e.g. delivery; additional services such as ‘skip the queue’; etc.).

7.1.2 Other scenarios

a. Orders placed via the App

5 points per transaction.

b. First order

30 one-off points for the first order placed by the Participant via their profile.

c. Second order

50 one-off points for the second order placed by the Participant via their profile.

d. Orders placed at a later date

30 points for an order placed within 15 days of the previous one.

e. Orders ‘above the threshold’

30 points for orders exceeding 150 €.

For clarity only, a summary of the points that can be earned for transactional actions referred to in paragraph 7.1 is provided below.

Ref. T&C	Item	Number of points
7.1.1	Purchases	€1 = 1
7.1.2(a)	Orders placed via the App	5
7.1.2(b)	First order	30
7.1.2(c)	Second order	50
7.1.2(d)	Orders placed within 15 days the previous one	30
7.1.2(e)	Orders exceeding 150 €	30

7.2 Interaction actions

7.2.1 Marketing consent

25 one-off points for marketing consent given by the Participant when registering their *account* or at a later date.

7.2.2 Reviews

a. “Simple” reviews

10 points for each review published.

b. Reviews with photos

20 points for each review published together with one or more photos of the product and its use by the Participant.

c. Reviews with videos

30 points for each review published together with one or more videos of the purchased product and its use by the Participant.

Points for reviews will be awarded up to a maximum of 150 points per month.

Reviews may be published in accordance with the relevant provisions applied from time to time by PB in compliance with current legislation.

Points relating to reviews will be awarded exclusively in relation to spontaneous, voluntary, truthful and non-fraudulent reviews by the Participant, without any influence on the content or outcome of such reviews.

Notwithstanding the above, the Promoter reserves the right not to award points if, following verification carried out in accordance with the principles of good faith and fairness, the review is found to be: i) irrelevant to the product or service to which it refers; ii) to contain defamatory, offensive or discriminatory content, or content that otherwise contravenes the law; iii) to contravene the general terms and conditions of use of the Website or the App, or any other provisions applicable to the publication of content by users.

7.2.3 “Bring a Friend”

30 points for the Participant who has invited a new user via the “Refer a Friend” feature on the Website and in the App, provided that the new user has placed an order.

7.2.4 Profile Enrichment

5 points for each piece of additional information provided in the personal details section via the user’s personal *account* page, excluding the “Postcode” field. Only the first entry is valid; subsequent changes to information already entered are not.

For the sake of clarity, a summary of the points that can be earned through the interactions referred to in the paragraph 7.2 is provided below.

Ref. T&C	Item	Number of points
7.2.1	Marketing consent	25
7.2.2(a)	“Simple” reviews	10
7.2.2(b)	Reviews with photos	20
7.2.2(c)	Reviews with videos	30
7.2.3	“Bring a friend”	30
7.2.4	Profile Enrichment	5 for each information

7.3 Accumulation of “extra points”

During the duration of the Programme, the Promoter reserves the right to introduce additional activities and promotions, not based on chance, luck or skill, which will allow the Participant to accumulate “extra points” in addition to those already due under the main mechanism.

7.4 General provisions

- **Points Confirmation:** points will be credited as “pending” and confirmed 14 (fourteen) days after the order dispatch date (regardless of the payment method used) or after the relevant transaction has taken place, to allow for any returns or the exercise of the right of withdrawal by Participants (“**Points Confirmation Date**”).
- **Points Validity:** points earned will be valid for 365 days from the respective Points Confirmation Date. Upon expiry of this period, the points will be automatically removed from the Participant’s balance.

- **Points Reversal:** in the event of a full or partial return, the points corresponding to the returned products, where already confirmed, will be reversed from the Participant's balance.
- **How points are credited:** Participants must log in to their *account* before completing their purchase. Points cannot be credited retroactively; for example, if a Participant purchases products without logging in and providing identification. Therefore, requests for point credits made after the purchase process is complete will not be considered; furthermore, requests for points on purchases made before joining the Program will not be accepted.
- **Calculation currency:** for purchases in currencies other than the Euro, points will be calculated by applying a fixed and unchangeable conversion rate determined as follows: £1 = 1 point.
- **Points update:** points are updated automatically. Points and their status can be viewed by logging in with your credentials to the members' area via *the* following [link](http://www.passionebeauty.com/en_gb/customer/account/) www.passionebeauty.com/en_gb/customer/account/.
- **Multiple Participant accounts:** points accumulated from different *accounts*, even if associated with the same Participant, cannot be combined.
- **Changes:** the Promoter reserves the right to offer more favourable terms to Participants. These terms will be communicated to recipients in the manner provided for the communication of the main initiative.

8 Levels and benefits

Participants enrolled in the Programme, by carrying out the various actions provided for therein, will have the opportunity to reach **five (5) different levels** (Fan, Insider, Friend, Lover, Ambassador) ("**Levels**"), based on the points accumulated, as shown in the table below.

Each Level will allow Participants to obtain benefits that will vary according to *the status* achieved, as detailed in the "**Description of benefits**" table in the paragraph 8.2 .

Level	Fan	Insider	Friend	Lover	Ambassador
Points	0–150	151 – 500	501 – 1500	1501 – 5000	over 5001

8.1 Level Management: *upgrades* and *downgrades*

The transition from one Level to another is managed automatically by the system.

Once the required points have been reached, the higher Level is automatically recognised. Membership of all Levels above Fan is guaranteed to the Participant for 365 days from the *upgrade*. Unless otherwise specified below, there are no limits on *upgrades*, which may occur across multiple Levels at a single time.

At the end of 365 days from the last *upgrade*, the Level is automatically recalculated by the system in accordance with the following criteria:

- if the Participant, during that period (365 days from the *upgrade*), has accumulated at least the points required to maintain their *status* (e.g. at least 151 points in the year to remain at the "Insider" Level), they remain at the same Level for a further 365 days. This check will be carried out the following year and so on;
- if the Participant, during that period (365 days from the *upgrade*), has not accumulated the points required to maintain their *status* (e.g. fewer than 150 points in the year if in the "Insider" Level), the system will automatically *downgrade* the Participant to the

immediately preceding Level (e.g. Insider to “→” to “Fan”; Friend→ Insider; etc.). The Participant will retain this Level for a further 365 days, after which the checks referred to in this point will be carried out again, with the corresponding effects.

8.2 Description of benefits

The Programme comprises five Levels based on accumulated points, which grant access to increasing benefits.

The move to the next Level is automatic upon reaching the thresholds referred to in the section ‘8’. Any benefits associated with the previous Level that have not yet been used will automatically lapse.

The benefits associated with the various Levels are as follows:

		Fan	Insider	Friend	Lover	Ambassador
		0–150	151 – 500	501 – 1,500	1501 – 5000	over 5001
Gifts & GWP	Welcome gift *	x	x	x	x	x
	Christmas Gift *	x	x	x	x	x
	Birthday present *			x	x	x
Promo	Birthday promotion *	x	x			
	One-off discount ^Δ		-10%	-15%	-20%	
	Discount on all orders [◊]					5%
Services & Experiences	Access to exclusive sales *	x	x	x	x	x
	Early access to sales *			x	x	x
	Free delivery [■]			2 deliveries	3 deliveries	4 deliveries
	Priority delivery on all orders				x	x
	Invitations to our exclusive events *				x	x
	Dedicated direct support via WhatsApp					x

**PB reserves the right to determine, from time to time and at its sole discretion, based on objective criteria, the content of the benefits.*

^Δ The discount is granted to the Participant upon reaching the Level. The Participant may use the discount once during the 365 days they remain at that Level.

■ *Free deliveries are granted upon reaching the Level. They may be used by the Participant during the 365 days they remain at that Level.*

° *The discount cannot be combined with certain promotions.*

The Promoter reserves the right to run, during the Programme's validity period, initiatives that award points or additional discounts/benefits on top of those due under the Programme.

9 User-Generated Content (UGC)

9.1 Ownership and Warranties Regarding Content

Should the Participant, as part of the interactive activities provided for under this Programme (such as, by way of example, the publication of reviews with photos or videos pursuant to Article 7.2.2), upload, publish or share texts, photographs, videos or other creative material ("**User-Generated Content**" or "**UGC**"), they declare and warrant that they are the author and/or the full and exclusive owner of all copyright and related rights in such UGC, in accordance with Law No. 633 of 22 April 1941, as amended.

The Participant warrants that the UGC is original work which does not in any way infringe the rights of third parties, including, but not limited to, copyright, trademarks, patents, trade secrets, image rights, privacy rights or any other intellectual or personal property rights. The Participant undertakes to indemnify and hold the Promoter harmless from any claim, action, claim for compensation or expense (including legal costs) that may be brought by third parties as a result of a breach of the warranties given herein.

9.2 Licence to use the UGC

By uploading the UGC, the Participant grants PB and its affiliates a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, transferable and sub-licensable licence to use, reproduce, modify, adapt, publish, translate, distribute, perform, display to the public and create derivative works from the UGC, in whole or in part, by any means and on any platform, whether currently known or subsequently devised, for any purpose, including commercial, promotional and advertising purposes, without any compensation or *royalty* being due to the Participant or to third parties.

The licence includes, by way of example, the right to associate the UGC with the username, image or other identifying data provided by the Participant, for the purpose of identifying them as the author of the content.

9.3 Moral Rights

To the fullest extent permitted by applicable law, by publishing a UGC, the Participant waives their moral rights, in particular the right to object to any modifications to the work that may be necessary for the Promoter's publication or marketing requirements, provided that such modifications do not prejudice the author's honour or reputation. The Participant further declares that they waive any right to review or give prior approval of marketing or advertising materials that use the UGC.

10 Processing of personal data

The processing of personal data is necessary for the management of the Programme and will be carried out by the Promoter as the Data Controller, in accordance with Regulation (EU) No 679/2016 (GDPR).

By registering, the Participant will receive service emails necessary for the management of the Programme (e.g. updates on points, change of Level). Such communications form an integral part of the Programme.

Subject to optional and specific consent, data may also be processed for the purpose of sending promotional emails relating to PB products and offers. The Participant may withdraw this consent at any time via the *link* provided in such emails, without affecting their participation in the Programme.

For further information, please consult the full *privacy* policy on the website www.passionebeauty.com.

11 General provisions

- **Amendments to the Terms and Conditions:** PB reserves the right to amend these Terms and Conditions, in whole or in part, at any time. Any amendments shall not be to the detriment of Participants and shall safeguard the rights already acquired by them. Any amendment, including the date on which it comes into effect, will be communicated via the Promoter's official channels.
Continued participation in the Programme following an amendment constitutes acceptance of the new terms.
- **Abusive or fraudulent use:** misuse of the Programme, including a breach of these Terms and Conditions, the provision of false information, the sale or exchange of rewards, fraud, or any other improper conduct, may result in the cancellation of membership, the loss of all accumulated points and rewards, and future exclusion from the Programme.
- **Cancellation by the Participant:** the Participant may cancel their membership of the Programme at any time by sending a written request to Customer Care at info_uk@passionebeauty.com. Cancellation results in the immediate and permanent loss of all accumulated points and benefits, although the Participant may retain their *account* upon request to PB Customer Service.
- **Non-transferability:** points and benefits are personal, linked *to the* Participant's *account*, and are not transferable, assignable, or convertible into cash.
- **Limitation of Liability:** To the fullest extent permitted by law, PB shall not be liable for any system errors, malfunctions or other consequences arising from the Programme, nor for any loss or damage resulting from its suspension, modification, or termination. Furthermore, PB accepts no liability for any technical issues with the Website or the App arising from causes beyond its control.
- **Advertising:** The Programme will be advertised via the Promoter's online channels (including, but not limited to, the Website, App, social media, SMS newsletters, push notifications and WhatsApp messages). All communications will comply with these Terms and Conditions.

12 Governing Law. Jurisdiction

12.1 Applicable law

These Terms and Conditions and the relationships arising therefrom are governed by Italian law.

In the event that the Participant qualifies as a "Consumer", the protection afforded to them by the mandatory provisions of the law of the country in which they have their habitual residence (pursuant to EU Regulation No. 593/2008 "Rome I" and the applicable legislation in the United Kingdom) remains unaffected. These Rules and Italian law shall therefore be applied to the extent that they are compatible with the mandatory provisions referred to above.

12.2 Jurisdiction

For any dispute between PB and Participants classified as "Professionals", the exclusive place of jurisdiction shall be Vicenza (Italy).

For Participants classified as “Consumers”, without prejudice to PB’s choice of jurisdiction as set out above, the mandatory jurisdictions provided for by the legislation protecting them shall apply.

13 Contact

For any questions regarding the Programme, you may contact Customer Care via the channels indicated in the relevant section of the website www.passionebeauty.com.