

BASIC DATA PROTECTION INFORMATION

Data controller: ITX MERKEN, B.V.

Purpose and lawful basis: if you agree, we shall publish your photos and/or videos, as well as some personal data (such as your username on a social media platform), on the websites of some of the countries where STRADIVARIUS operates. Our lawful basis for using your data is the **consent** that you provide to us when replying to the message that we have sent to you with the hashtag #yesSTRADIVARIUS.

Data recipients: We share your data with service providers and partners both within and outside the European Union that support us with sending information. We ensure that we have the appropriate guarantees and keep your data secure.

Rights: you can withdraw your consent at any time free of charge, as well as exercise other rights, as explained in clauses 11 and 8 of this document.

Additional information: for more information, please read clause 8 of this document and the STRADIVARIUS Privacy Policy, available at www.stradivarius.com.

TERMS AND CONDITIONS

These Terms and Conditions govern the access to, browsing and use of the services, as defined below.

ITX MERKEN, B.V., a Dutch company which has its registered office in Amsterdam, at Nieuwezijds Voorburgwal 307, 1012 RM, and has NL tax identification number 855820627B01, under the brand STRADIVARIUS (hereinafter, "STRADIVARIUS"), offers users the option to provide images, comments, videos and other content (hereinafter, the "Content") through the relevant sections of the website, mobile app, social media profiles, digital media, newsletters or devices that are enabled for interacting with the online sales platform for products, services and features related to the STRADIVARIUS brand (hereinafter, the "Services"). "Gallery" refers to the different sections of the STRADIVARIUS website where the Content is accessible.

1. Terms and Conditions and acceptance

1.1 Users are responsible for accessing, browsing and using the Services under the terms set out in these Terms and Conditions.

1.2 Where applicable, links to other websites and materials and/or third-party Content are provided for information purposes only, and we have no control over their content. Therefore, we accept no liability for any damage or loss arising from them.

1.3 The publication of the Content is subject to these Terms and Conditions. You must read and accept these Terms and Conditions before using the Services. Should you not agree with the Terms and Conditions, please do not use the Services.

1.4 The use of the Services shall not in itself constitute any type of contractual relationship between STRADIVARIUS and yourself.

1.5 Only users residing in the following countries may use the Services: Spain, France, Germany, the Netherlands, Italy, Poland, the United Kingdom, Ireland, Portugal, Mexico, Greece, Turkey, the USA, Japan and Korea.

2. Functioning of the Services

2.1 The Content must display (i) STRADIVARIUS garments or accessories or (ii) individuals wearing at least one (1) main STRADIVARIUS garment or accessory (with "main garment" referring trousers, dresses, skirts, coats, jackets, shirts, blouses and more, and "main accessories" referring to bags, shoes, sun glasses, scarves and more). You must treat the products and/or accessories above, as well as post the Content in a diligent and appropriate manner, and ensure that these garments and/or accessories, STRADIVARIUS or the "STRADIVARIUS" brand are not harmed, tarnished or in damaged any other way at all times.

2.2 STRADIVARIUS may select the Content that you post on social media related to the STRADIVARIUS universe and shall ask for your consent to do so. If you post the Content on Facebook, TikTok and/or Instagram, you must explicitly mention and/or tag STRADIVARIUS' official account (@stradivarius) and/or include one of the two following hashtags: #stradilooks or #Stradivarius. In any case, STRADIVARIUS shall request your permission to publish this Content and you must respond using the hashtag #yesSTRADIVARIUS, which shall require reading and accepting the aforementioned Terms and Conditions.

2.3 The Content that you provide to us, for which STRADIVARIUS requests your authorisation, shall be selected at our sole discretion, with no obligation to use all or any of the Content provided. STRADIVARIUS reserves the right to add or delete text, to edit the graphic materials and to reject, suspend, cancel or remove your posted Content.

2.4 Should the Content that have been posted or made available to us be selected, this shall mean that the Content shall be displayed or shall appear in the website Gallery, the mobile app, the official social media profiles, any newsletters that may be sent and on the digital and physical media, or other promotional material attached or related to the sale of STRADIVARIUS brand products through the STRADIVARIUS points of sale (hereinafter, the "Media").

2.5 As the use of the Services shall entail the Content being displayed or possibly appearing on the official STRADIVARIUS profiles, we urge you to carefully read the Terms and Conditions of Use for these social media platforms which you may access through them.

2.6 As other users may view and have access to the Content, they may choose to share it through the appropriate platforms using the tools that, where applicable, may be enabled, in accordance with the Terms and Conditions set out in the aforementioned media. Accordingly, by using the Services, you explicitly accept and consent that the Content that is posted and has been made available to STRADIVARIUS, may possibly be shared with other users of these platforms.

3. Legal age

The Services may be accessed and used by people aged 18 years or older only, and the inclusion of minors under the age of 18 in the Content is strictly prohibited. By accepting these Terms and Conditions, you declare that you are aged 18 years or older, are legally capable of entering into contracts and accept full responsibility for this declaration.

4. Amendment of the Terms and Conditions

STRADIVARIUS explicitly reserves the right to amend these Terms and Conditions without prior notice. The amendments made shall not be retroactive. You acknowledge and accept that you are responsible for reviewing the Services and these Terms and Conditions. Continued use of these Services by you after these amendments shall constitute acknowledgement of the amendment of the Terms and Conditions and you shall be bound by the new Terms and Conditions.

5. Proper use of the Services and usage restrictions

5.1 You hereby warrant and undertake that:

- The Content that you provide to us (i) does not display the image of any third party other than yourself, without the consent of the third party or parties in question; (ii) does not reproduce any work created by third parties, without the consent of the third parties in question; (iii) does not reproduce the products, brands, trade names or other industrial property rights of third parties, without their consent; and (iv) does not display or reproduce the image of minors, except where the corresponding Content was presented by the minor's father, mother, legal guardian or representative.

- The Content that you provide to us does not infringe the rights (including, for example, intellectual property rights, industrial property rights, the right to self-image or privacy, or any other rights) or the interests of third parties, or any applicable standard or regulation (international, Spanish, or any other).

- The Content that you provide to us does not contain any aspect that may be considered offensive or discriminatory (whether on the basis of race, religion, gender, sexual orientation, political affiliation or union membership), illegal, threatening, libellous, defamatory, obscene, pornographic or indecent, or inappropriate in any other way; the Content does not constitute or encourage others to engage in behaviour that may be considered criminal or unlawful; it does not contain any aspect that is inappropriate or contrary to common decency and public order; its conscious aim is not to upset other users; and the comments that may accompany the Content are not defamatory or derogatory towards STRADIVARIUS, any other Inditex Group brand, the Inditex Group itself, or any other third party.

- The Content does not constitute nor contain any computer viruses, worms, Trojan horses, commercial solicitations, chain letters, mass emails or any other form of spam or any other malware including, without limitation, codes or executable files that can or could be used to access, modify, bring down or damage the systems or computing equipment (software or hardware) of STRADIVARIUS and/or third parties, or to access, modify, delete or damage the electronic documents and files stored in these system or computers.

6. Limitation of liability and disclaimers

6.1 You explicitly agree that you use the Services at your own risk.

6.2 STRADIVARIUS shall not be held liable for any content created, posted and/or made available by the users, except as required by law.

6.3 Likewise, the Content that appears on the Media may include opinions, declarations and other third party content. Although STRADIVARIUS is committed to doing its utmost to ensure the quality of the Services and to prevent any errors or inaccuracies in the Content, we are not liable for the content of the information contained in this Media, or for these opinions, comments, views or any other statements contained therein that are not issued directly by STRADIVARIUS. Nor are we liable for checking, monitoring or verifying this content or its accuracy and reliability, or for ensuring that it complies with the applicable legislation. The opinions, statements or other materials made available by third parties do not belong to STRADIVARIUS, but to these third parties, and STRADIVARIUS does not support such opinions, statements or materials.

The person identified as the contributor of the Content in each case is liable for this Content. You acknowledge and agree that we have no control over nor assume any liability for the potential damage and harm, whether direct, indirect, incidental or consequential, that may arise from the use or misuse by third parties of the information that is contained in the Media.

6.4 Therefore, STRADIVARIUS shall not be liable for the Content sent by the user when it is not aware that the stored information is unlawful or may be damaging to goods or rights of third parties liable for compensation. When STRADIVARIUS becomes aware that it is storing the information above, it shall act quickly to remove these data or block access to them.

6.5 Likewise, STRADIVARIUS reserves the right to remove unilaterally the Content hosted on any of the Media when it believes that it contravenes these Terms and Conditions, when there is evidence that the Content infringes any legal provision, violates third party rights, is viewed as harmful or is used for advertising purposes (spam), or whenever STRADIVARIUS deems necessary.

6.6 STRADIVARIUS reserves the right to suspend the Services for technical repairs or computer maintenance, as well as for enhancements to the Services.

6.7 In any event, all of the rights that the laws in force guarantee to users are guaranteed.

7. Intellectual and Industrial Property and assignment of rights to third parties

7.1 **All of the intellectual and industrial property rights** for the components of the Gallery, understood as, including but not limited to, the texts, photographs, graphics, images, icons, technology, software, links and other audiovisual or sound content, as well as its graphic design and source code (excluding the users' Content) **are the property of STRADIVARIUS** or its assignees, with none of the exploitation rights recognised by current legislation being assigned to the user.

7.2 **By making the Content available to us for its use in the Gallery and/or the Media**, you grant to STRADIVARIUS a **free, worldwide licence** for the legally established **maximum period** of protection and with the right to assign to third parties, for all exploitation rights (intellectual or industrial property rights, as well as rights over image, own name and social-media user name, and profile photographs of any other type), including the **rights to reproduction, distribution, public communication, transformation and provision**, for all the mentioned Content, for the purposes of its **commercial exploitation and/or marketing purposes**, either directly or through third parties, on and/or through all platforms, media, formats and forms of exploitation, dissemination, public communication or distribution, which are currently known or may exist in the future, among which include, but are not limited to, the following:

(a) Telecommunications networks: through the use of the Content on any global digital data communications and/or transmission network (wired, wireless or any other type), such as, mobile telephone or internet networks, which includes both sites or web pages owned by or directly or indirectly controlled by STRADIVARIUS and/or the Inditex Group, and any other website (such as, but not limited to, www.asos.com, www.vente-privee.com, www.privalia.com, www.ssg.com,

www.zalando.com and www.trendyol.com), social network page, blog, personal profile or similar, which may be controlled or not controlled by STRADIVARIUS and/or the Inditex Group, as well as through the use of the Content for marketing purposes and/or through digital media, such as banners, newsletters or other online advertising spaces.

(b) Points of sale, labelling and digital media: through the full or partial inclusion of the Content by STRADIVARIUS or any third party authorised by STRADIVARIUS, on screens, TV/computer monitors and similar devices; on billboards, covers, sales stands and posters and in catalogues, leaflets, presentations, projections and window displays, both inside and outside any points of sale or shopping centres and/or buildings containing the points of sale; on labelling and digital media or other promotional material attached or related to the sale of products through the points of sale.

(c) Other: through the inclusion of the Content (for information purposes or any other legitimate purposes) by STRADIVARIUS or any third party authorised by STRADIVARIUS, in stories or reports published in newspapers, magazines or any other type of written and/or digital publication and/or medium.

For the avoidance of doubt, in view of the above, STRADIVARIUS, directly or through third parties, shall be authorised, among other uses, to: (1) provide tools (such as the “comparte en” tool) on the websites of the points of sale, including www.stradivarius.com, for use by web users for electronically reproducing, sharing or linking the Content, on or through the spaces and/or pages which these users may have on social media platforms (such as “YouTube”, “Facebook”, “Instagram” or “Flickr”), and similar online social network services, and (2) **allow downloading** of the Content by these web users for private purposes.

8. Data protection

The personal data provided by users, including any data that may be derived from the content through the process outlined in these Terms and Conditions, shall be used by STRADIVARIUS as the Data Controller, as well as by the companies that appear as the owners of the websites in the different countries where the Service is being performed, with the aim of being able to share them online including, among other media, the websites in the countries where STRADIVARIUS operates, social media platforms and any other type of media used to promote the brand.

In order to fulfil the purposes set out, we need to provide access to users' personal data to Inditex Group companies (for example, to the companies responsible for the websites of the companies where STRADIVARIUS operates or the company acting as the branch of the STRADIVARIUS brand in Spain) and to third parties who provide us support in the services that we offer, such as technology services or user content generation services. In the interest of efficiency, some of the providers mentioned are located in territories outside the European Economic Area that do not offer a comparable level of data protection to the European Union, such as the United States. Should this occur, we inform users that we shall transfer the data with the appropriate guarantees and **shall always keep your data secure**. We have signed **Standard Contractual Clauses** approved by the European Commission with these providers. The content of these clauses can be viewed at the following link: [Standard contractual clauses for international transfers | European Commission \(europa.eu\)](http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm)

Users' personal data shall be kept for as long as these Terms and Conditions are in force, unless users withdraw the consent provided.

Users may exercise their rights of access and their rights to rectification, erasure, restrict processing and data portability at any time, by contacting dataprotection@STRADIVARIUS.com, writing “Image” and their country in the email subject line. If necessary, we may require additional information in order to identify you as a user.

Should users wish to withdraw their consent to their image being used, they may do so by using the content deletion procedure outlined in clause 11 of these Terms and Conditions.

Should, once you have provided your consent, you wish to withdraw it, you may do so by sending an email to IM@STRADIVARIUS.com, outlining the purpose of your request, as explained in clause 11 of these Terms and Conditions. Likewise, users may request the removal of their Content at any time, as is explained in clauses 11 and 12 of these Terms and Conditions.

Finally, you can contact the Data Protection Officer for any enquiry relating to data protection, by emailing dataprotection@stradivarius.com. Furthermore, you are entitled to **lodge a complaint with the relevant data protection authority**: http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm

For more information about how your data are used, please read the STRADIVARIUS Privacy Policy, available at www.stradivarius.com.

9. Confidentiality

During the period when these Terms and Conditions are in force and for a period of two (2) years starting from when they end, neither of the parties may disclose the other party's Confidential Information to third parties without prior written consent from the other party. This does not include information that is publicly known without this confidentiality clause being breached or information which has been (i) independently developed without access to the other party's "Confidential Information", (ii) lawfully received from a third party, or (iii) must be disclosed under law or as a result of a court injunction or competent authority's requirement. For these purposes, "Confidential Information" shall mean any information of any type and in any form, format or medium relating to STRADIVARIUS, any Inditex Group company or the Inditex Group itself, or the other party, irrespective of whether or not this information is identified or qualifies as confidential.

10. Reporting misuse

If any of the content made available on the Media is considered to be offensive and/or inappropriate, and/or to violate rights enshrined under current legislation, you may report the content by writing to socialmedia@stradivarius.com.

STRADIVARIUS may then investigate the genuineness and origin of your request and review the material in question, contacting you via email where necessary, and delete the Content should your request be accepted or display it.

Finally, if you would prefer to lodge a complaint about the content included in the Media, you may do so by writing to socialmedia@stradivarius.com. Should you do this, STRADIVARIUS shall likewise investigate the genuineness and origin of your request and shall examine the material in question.

11. Deletion of Gallery content

You may request the deletion of Gallery content that you create by sending an email to socialmedia@stradivarius.com, outlining the purpose of your request. We shall only use your email address if we need to contact you in order to handle your request.

Content shall be deleted automatically once your request has been received and processed. However, the material may still be visible for approximately the following 24 hours. Notwithstanding the above, Content already made available to the public on any type of social media platform as a result of using the Content on this social media platform during the period between providing the consent and the successful Content deletion request shall remain indefinitely. However, under no circumstances shall any new uses of the Content be made.

12. Deregistration from the Services

If you do not want Content created by you to be considered and posted by STRADIVARIUS, you must (i) stop uploading Content explicitly mentioning the STRADIVARIUS official account (@stradivarius) or using the hashtag(s) #stradilooks and/or #Stradivarius, and (ii) send an email with your request to socialmedia@stradivarius.com. After receiving your email, STRADIVARIUS shall stop assessing the selection of your Content.

13. Applicable law and jurisdiction

Any issues that may arise between STRADIVARIUS and you in relation to the interpretation, compliance with and validity of the Terms and Conditions shall be governed by their own clauses and, for anything not covered by these clauses, in accordance with Spanish law. The parties explicitly submit to the non-exclusive jurisdiction of the Spanish Courts and Tribunals.

If you are a consumer, your rights under the relevant legislation shall not be affected by the provisions of this Clause.