

## *“BioNike Club” Points Collection Regulations*

### **1. Subject**

These Rules govern the terms and conditions of the ‘BioNike Club’ Points Collection Programme (the ‘**Programme**’) promoted by ICIM INTERNATIONAL S.r.l., (hereinafter referred to as ‘**ICIM**’), a Limited Liability Company with registered office in Viale Italia 60, 20020 Lainate (MI), Italy – Tax Code – VAT No. and Milan Companies Register No. 13400510155, Share Capital €4,000,000 fully paid up. The Programme allows Recipients, as defined in point 2) below, to accumulate points which, upon reaching certain thresholds, will determine the obtaining of discount vouchers or the right to participate in promotional initiatives organised by ICIM, as specified in points 4) and 5) below.

### **2. Recipients**

The Programme is intended for adult consumers residing or domiciled in Italy who have signed up to it. The Programme is reserved exclusively for purchases of ‘*BioNike*’ brand products made on the website [www.bionike.it](http://www.bionike.it) (therefore excluding all purchases made, for example, in pharmacies, parapharmacies, marketplaces, etc.).

### **3. How to join**

Enrolment in the Programme is free of charge and requires registration on the website [www.bionike.it](http://www.bionike.it), full acceptance of these rules and the provision of a valid e-mail address.

### **4. How to collect points and when they are credited**

Recipients receive 1 point for every €1 spent on BioNike products purchased on the website [www.bionike.it](http://www.bionike.it).

Recipients will receive bonus points or double points in the following cases:

- 25 points upon registration on [bionike.it](http://bionike.it);
- 25 points when subscribing to the [bionike.it](http://bionike.it) *newsletter*;
- 10 points for entering their date of birth in their personal area;
- 10 points for purchases made on the [bionike.it](http://bionike.it) website by a friend invited by the Recipient;
- 10 points for submitting a review for each product purchased. No bonus points will be awarded for additional reviews submitted for the same purchased product;
- 15 points for each test carried out on [bionike.it](http://bionike.it) (e.g. Foundation Finder) for a maximum of one test per Recipient;
- 10 points on BioNike's birthday, that is, the 15<sup>th</sup> of May;
- Double points during promotional campaigns, which will be communicated to Recipients via dedicated *newsletters*.

Customers who are already registered on the website and/or subscribed to the newsletter and/or who entered their date of birth in their personal area before the start of the Programme

will be awarded 25 points for registering on the website, 25 points for subscribing to the newsletter and 10 points for entering their date of birth when the Programme starts.

Points for each euro spent are calculated on the 'Total to pay' in the shopping cart, i.e. on the amount actually spent, excluding shipping costs, net of discounts and promotions.

The purchase of gift cards does not contribute to the calculation of points.

The return of a product, or the entire order, will result in the cancellation of the points associated with it.

Cancelling your subscription to the *newsletter* will result in the cancellation of 25 points.

## **5. Related benefit levels**

The Programme has three levels, depending on the number of points collected through purchases and/or specific activities as described in point 4 above:

### **Level 1 'Silver': 0 to 249 points**

Recipients who have specified their date of birth in the reserved area at least 8 days before their birthday will receive a 20% Birthday Coupon 7 days before their birthday.

Fifteen days before the annual expiry of the Programme, Recipients in this category will receive a 15% *Programme expiry Promocode* that they can use until 15/12/26, the end date of the Programme. Recipients will receive the *Programme expiry Promocode* by email and will be able to view it in their personal area.

### **Level 2 'Gold': 250 to 699 points**

Recipients who have specified their date of birth in the reserved area at least 8 days before their birthday will receive a 25% *Birthday Coupon* 7 days before their birthday.

In addition, they will have early access to launches and private sales (e.g. Secret Black Friday).

When upgrading from Silver to Gold level, the Recipient will receive a *Promocode* worth €15 to spend on a minimum order of €80.

Fifteen days before the annual expiry date of the Programme, Recipients who have reached Gold level will receive a 20% *Programme expiry Promocode* that they can use until 15/12/26, the end date of the Programme. Recipients will receive the *Programme expiry Promocode* by e-mail and will be able to view it in their personal area.

### **Level 3 'Platinum': from 700 points**

Recipients who have specified their date of birth in the reserved area at least 8 days before their birthday will receive a 30% *Birthday Coupon* 7 days before their birthday at this level.

In addition, they will have early access to launches and private sales (e.g. Secret Black Friday).

When upgrading from Gold to Platinum level, the Recipient will receive a *Promocode* worth £20 to spend on a minimum order of £90.

Fifteen days before the annual expiry of the Programme, Recipients who have reached Platinum level will receive a 25% *Programme expiry Promocode* that they can use until 15/12/26, the end

date of the Programme. Recipients will receive the *Programme expiry Promocode* by email and will be able to view it in their personal area.

All personal discount coupons (Birthday Coupons and Promocodes upon reaching a certain threshold) that are not used will remain available in the Recipient's personal area when they change level. Their expiry date coincides with that of the Programme, i.e. 15/12/2026.

Please note that all discount coupons (Birthday Coupons, Promocodes upon reaching a certain threshold and Promocodes upon expiry of the Programme) can only be used for purchases made on the bionike.it website. They cannot be combined, but can be applied in addition to any promotions currently running on the bionike.it website.

## **6. Programme Duration – Expiry of points**

The Programme will run from 15/12/2025 to 15/12/2026.

Upon expiry of the Programme, accumulated points and levels achieved will be reset to zero.

## **7. Revocation or modification of the rules**

Icim reserves the right to modify or terminate the Programme at any time, notifying the Recipients thereof, without prejudice to the rights already acquired by them up to that point.

Any changes to the rules will be communicated to the Recipients with 15 days' notice by e-mail and within the reserved area.

## **8. Processing of personal data**

Personal data collected through participation in the Programme will be processed by ICIM, as data controller, using paper and/or electronic means, in accordance with the principles of fairness, lawfulness, transparency, relevance, non-excessiveness and protection of the rights of the Recipients, for the following purposes:

- Participation in the Programme and attainment of the benefits associated with it;

The data collected by ICIM will be shared only for the purposes mentioned above; we will not share or transfer the personal data collected to third parties other than those indicated in this point 8).

In the course of the activities carried out by the data controller, the personal data of the Recipients may be transferred to the following categories of subjects:

- company staff;
- suppliers and third parties who will support us in managing the Programme and who will be appointed as data processors.

Without prejudice to the right of the Recipients to object to the processing of personal data and/or request its deletion, ICIM will retain personal data only for the time necessary to achieve the purpose for which it was collected or to meet legal or regulatory requirements. Once this period has expired, ICIM will remove the personal data collected from its systems.

In relation to the processing of personal data carried out by the data controller, each Recipient may, at any time, request access to, rectification and deletion of their personal data, as well as restrict its processing. They may also object to processing based on our legitimate interest and/or exercise their right to the portability of personal data concerning them.

If the Recipient believes that the processing of personal data concerning him/her violates the principles laid down by current legislation on the protection of personal data, he/she may lodge a complaint with the judicial authority or the supervisory authority for the protection of personal data in the Member State in which he/she habitually resides, works or where the alleged violation occurred. The competent authority in Italy is the Authority for the Protection of Personal Data.

To exercise the rights referred to in Articles 15 et seq. of the GDPR, each Recipient may contact the data controller, ICIM International S.r.l., with registered office in Lainate (MI) 20045, Viale Italia 60, Italy. Tel. +39 0371-758.1.

The Data Protection Officer is Dr. Stefano Modena - e-mail [stefano.modena@howdengroup.com](mailto:stefano.modena@howdengroup.com) - Tel. +39 0371-758.1.

## **9. Applicable law and jurisdiction**

These terms and conditions of the '*BioNike Club*' Points Collection Programme have been drawn up in accordance with Italian law. Any dispute relating to the execution or interpretation of these terms and conditions shall be settled by the Court of Milan.

## **10. Contacts**

To request cancellation of their registration, to find out their points balance and for any other information or complaints regarding the Programme, Recipients may contact:

- [onlineshop@bionike.it](mailto:onlineshop@bionike.it)
- <https://www.bionike.it/en-it/customer-service/contacts>