# VILADOMAT

04/23/2023

# LOYALTY PROGRAM TERMS AND CONDITIONS

#### **1. PROGRAM PARTS**

Are parts of the program,

By one side, VILADOMAT, S.A.U., with NRT A-700966-G and located in Esteve Dolsa Pujal street, 30, 3r, (AD500) – Andorra la Vella, responsible of the loyalty program for purchases (hereinafter, "Viladomat").

And, by other side, The customer, final consumer and participant of the loyalty program for store purchases whose data appear on the registration form (hereinafter, the "User").

#### **2. PROGRAM DESCRIPTION**

2.1. The hereby document establishes the general contracting conditions under which the relationship between the parties will be ruled.

2.2. Viladomat, through its channels, offers its customers a Loyalty Program for Store Purchases (hereinafter, the "Program") through which they can obtain discounts according to the accumulated points balance on purchases made in the last eighteen (18) months.

2.3. This service is exclusive for Viladomat customers, whether they make their purchases trough the physical stores located in Andorra, or via online sales through any Viladomat website or any group company.

## **3. PROGRAM PARTICIPATION AND REGISTRATION**

3.1. The User declares, under his/her responsibility, that he/she is over 18 years old and that, by signing and checking the corresponding box on the registration document, he/she expresses his/her consent to join the Program; stating he/she has been informed of its terms and conditions and agrees to its compliance.

3.2. To participate in the Loyalty Program, it is an essential requirement to be customer of VILADOMAT, S.A.U. Likewise, participation in the Program will mean sending you personalized commercial and/or promotional communications based on the data you have provided us and your purchases history for the purpose of being able to benefit from Points for made purchases.

3.3. From the moment the User registers in the Program, he/she will be able to enjoy the discounts offered by the Program; being able to start accumulating points from the first purchase, in accordance with the provisions of section four of these terms and conditions.



3.4. Program registration is free.

3.5. Viladomat reserves the right to admit or reject any registration in the Program without giving any reason.

# 4. EARNING AND CONDITIONS OF POINTS

4.1. Users will receive a certain number of points based on their purchases. Calculation of points will be carried out automatically in accordance with the following table:

LEVEL	CUSTOMER BALANCE*	DISCOUNT IN POINTS
-	From 0 € to 200 €	1% points discount
BRONZE	From 200,01 € to 400 €	2% points discount
SILVER	From 400,01 € to 600 €	4% points discount
GOLD	From 600,01 € to 800 €	6% points discount
PLATINUM	More than 800€	8% points discount

\*Accumulated in the last eighteen (18) months.

4.2. The purchase of all types of products will generate points with the exception of products on sale, offer and/or promotion.

4.3. The accumulated purchases in the last eighteen (18) months will be taken into account to place the User in one category or another. The sum of all purchases made in this period, including purchases that may include products on sale, offer and/or promotion, will determine the customer balance and the discount will be applied in points that come from the resulting category.

4.4. Points will start accumulating from the first purchase. Users can accumulate points without any limit, except as stated in the following section.

4.5. Points, if not used, expire after eighteen (18) months.

4.6. Points can be used from the second purchase.

4.7. User may not claim points for purchases made prior to participating in the Program.

4.8. Although participation in the Program is individual, the User may authorise different members of one (1) previously identified family unit to use his/her points or accumulate points in his/her balance, for which it may be necessary to collect data related to kinship and the person identification.

4.9. Prior identification and available balance verification User's account, balance and calculation found in our



systems is essential for points redemption.

4.10. The value of one (1) point is equivalent to one (1) euro.

# **5. BENEFITS AND ADDITIONAL POINTS**

5.1. Users will be rewarded with a 1% discount on extra points if they meet one of these two conditions:

- If the customer buys 6 times or more, in 6 different weeks, during the last 6 months, then he/she will be remunerated with an additional 1% discount on points regardless of his/her category.

or

- If the customer buys 6 times or more, in 6 different months, during the last 12 months, then he/she will be remunerated with an additional 1% discount on points regardless of his/her category.

5.2. The purchase of any kind of products will generate these additional points if one of the 5.1. aforementioned conditions are met, except for products on sale, offers and/or promotions. Point conditions are governed by section 4.

5.3. Commercial actions/promotions may be carried out rewarding Users with additional extra points.

# 6. VALIDITY; EXCLUSION AND WITHDRAWAL FROM THE PROGRAM

6.1. The Program will be valid indefinitely, however Viladomat may end it at any time, prior notification to the Users. In that case, the points accumulated by customers will remain valid for at least three (3) months from the notification. In such a case, Viladomat will set the maximum period during which Users may redeem their points. Once expired the established term in the notification, the User's rights to redeem the points will cease.

6.2. Likewise, the Program will be canceled without prior notice or any liability if, at any time, circumstances of force majeure or legal impositions occur that prevent its continuity or development.

6.3. Viladomat may finalised the participation of any User in the Program at any time and with immediate effect, by written notification, when the User fails to comply with any of the conditions, as well as in the other cases expressly provided in them. In such cases, the points obtained will be automatically canceled. Likewise, Viladomat may oppose the incorporation into the Program of any person who has incurred in any prior breach of the Program Conditions and/or has caused any kind of damage or harm to Viladomat.

6.4. Users may, at any time, solve this program by communicating it through any of Viladomat physical stores, or by sending an email to privacitat@viladomat.com, REF, "Unsubscribe from the Loyalty Program". Viladomat is authorized to cancel all the points that appear in his/her favor, if the User does not expressly indicate his/her willingness to transfer them in the aforementioned communication.



## 7. PROGRAM CONDITIONS REVIEW

7.1. Viladomat may, for technical, economic or other reasons, change these conditions, as well as the Program operating mechanics, respecting the rights acquired by Users at the time of registration, if so stated, in accordance with section 6.1.

7.2. The user will in no case lose the balance of points immediately in the event of a policy change. In that case, the points will be kept for at least three (3) months as mentioned in section 6.1, after said period of three (3) months without the User having notified Viladomat of his/her rejection of the new Terms and Conditions, it will be understood that the new terms and conditions have been accepted. In any case, obtaining points in any Viladomat store after a modification of the Conditions will be considered as acceptance of their content.

7.3. Viladomat will notify users of any substantial modification of these terms and conditions through his/her email or contact telephone number.

7.4. In the event the new conditions are not assumable for the User, he/she may solve the contract, by communicating it through any of Viladomat physical stores or by sending an email to privacitat@viladomat.com REF, "Unsubscribe from the Loyalty Program". In this case, the provisions contained in section 6.4 will apply.

In case of doubts about the Program Conditions, the User can send an email to viladomat@viladomat.com..

## 8. DATA PROTECTION

8.1. In compliance with the provisions of Law 29/2021, of October 28, qualified for the protection of personal data (hereinafter, "LQPD"), we inform you that the personal data that is collected during the development of the Program will be treated with the security that corresponds to their characteristics by VILADOMAT, S.A.U. in its capacity as Data Controller. The purpose of this treatment is the management of the services described in these terms, calculation of points based on purchases made in physical stores and the sending of personalized commercial communications of activities, services, promotions, advertising, news, newsletter and other information about Viladomat products and services through electronic means, such as email and SMS.

In accordance with the provisions of section 2 a) of article 25 LQPD, the personalization of these communications and, consequently, the elaboration of profiles based on the data that you have provided us and your history of purchases made is necessary to execute the Loyalty Program for Store Purchases.

8.2. The legal basis that legitimizes the processing of your data in the terms of section 1 b) of article 6 LQPD is the execution of these contractual terms and conditions, in this case, the Program.

8.3. Your data may be transferred to other entities owned by Viladomat Group for administrative and management purposes.

8.4. The User guarantees that the personal data provided to Viladomat is true and is responsible for notifying Viladomat of any changes in the same through any of the Viladomat stores, or by email to privacitat@viladomat.com.



8.5. Once finished the contractual relationship and when you unsubscribe from all our services, the data will be kept blocked for the period of time that is appropriate in order to comply with the limitation periods for possible data protection violations, as well as, according to the prescription periods provided for in the rest of the regulations that may be applicable. After these periods, we will proceed to the definitive destruction of your data.

8.6. The User may at any time exercise his/her rights of access, rectification, deletion, opposition, limitation to the processing and portability of his/her data by writing a letter to the address of Viladomat at Calle Esteve Dolsa Pujal, 30, 3r, (AD500) - Andorra la Vella or emailing to privacitat@viladomat.com. Likewise, the User can file a claim at any time to the Andorran Data Protection Agency (www.apda.ad) if he/she considers it appropriate.

# 9. APPLICABLE LAW AND JURISDICTION

9.1. Subscription to the Program entails, by the User, the acceptance of all these participation terms and conditions in the Loyalty Program for Store Purchases.

9.2. These terms and conditions will be ruled in accordance with the Principality of Andorra laws and regulations.

9.3. For any disputes that may arise from this contract, the parties will submit to the Batllia and Courts of the Principality of Andorra.

UPDATED AS OF APRIL 23, 2023

