

## Official Contest Rules – SURVEYS

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited or otherwise restricted by applicable law.**

**SURVEY COMPETITION (the “Competition”) begins and ends on the dates given on the survey form (the “Competition Period”).**

**SPONSOR:** The YOOX Net-A-Porter Group S.p.A., whose registered office is at Via Morimondo, 17, 20143, Milan.

**ELIGIBILITY:** This Competition is open to individuals, who at the time of entry [1] are at least 18 years of age or the age of majority in their state, province or country of residence, [2] possess the legal capacity to enter into contract, and [3] have a valid email account (“you” or “Entrant”). Employees, officers, directors and agents of Sponsor, its associated companies, professional advisors, advertising and promotions agencies, as well as members of such employees’ and agents’ immediate families (spouses, and parents, children and siblings and their respective spouses, regardless of where they reside) and individuals living in the same household with such employees and agents, whether or not related, are not eligible to win. The Competition is subject to all applicable national, federal, state, provincial local laws, rules and regulations and these terms and conditions (the “Rules”) and by entering this Competition and ticking the acceptance box, you agree that you have read, understood and agree to be bound by the Rules, and you further warrant that you have the legal capacity to enter the Competition and accept the Rules (i.e. that you are of sufficient age and mental capacity and are entitled to be legally bound in contract). Sponsor reserves the right to disqualify anybody that it believes is ineligible to enter.

**HOW TO ENTER:** The Competition is free to enter and no purchase is necessary. To enter the Competition, during the Competition Period, an Entrant needs to: (1) complete the relevant survey (the “Survey”); and (2) answer the designated competition question(s) on the Survey (the “Skill Question”). Each Entrant must complete all the details requested on the Survey and answer the Skill Question in full. Entrants will not be eligible and shall be disqualified from entering the Competition if they fail to provide the necessary details or answer the Skill Question in full or if they provide part or illegible details or answers. On submission of the Survey (with all details and Skill Question fully completed), an Entrant shall automatically be entered into the Competition (an “Entry” or “Entries”). Entries must be received by the end of the Competition Period, as set out on the Survey. Entries received after this date and time will not be included. Each eligible Entrant may enter only once. If more than one Entry is received per person, only the first Entry received will be eligible. In the event of a dispute as to the identity of an Entrant, the authorized account holder of the email account associated with the winning Entry will be deemed to be the Entrant. “Authorized account holder” of an email account is the natural person in whose name the e-mail address has been issued. A selected winner may be asked to provide Sponsor with proof that the selected winner is the authorized account holder of the email account associated with the winning Entry. If a dispute cannot be resolved, the Entry will be deemed ineligible. Use of automated devices are not valid for an Entry.

**THE PRIZE:** Each winner will be awarded the prize as described on the Survey (the “Prize”). The Prize is non-exchangeable, non-transferable and there is no cash alternative. There will be no cash redemption through refunds, store credit, gift cards or any other payment methods. Sponsor reserves the right to replace the Prize with an alternative prize of equal value. All costs and expenses associated with Prize acceptance and use not expressly stated herein as being provided, including without limitation, all federal, state, local, county, provincial, municipal and other taxes (including income and withholding taxes) and any other expenses not specified in these Rules are the sole responsibility of each winner. The Prize is awarded at Sponsor’s discretion and no Prize will be awarded as a result of improper actions by or on behalf of any winner.

**SELECTION OF WINNER(S):** The number of winners for any given Competition will be described on the Survey. Each winner will be selected by a panel of three (3) judges comprising of the Sponsor’s employees (the “Panel”). The Panel will review the valid Entries received during the Competition Period at the Sponsor’s registered office and, in the Panel’s sole discretion, select the potential winners of the Competition, these being those Entrants that have provided the best answers to the Skill Question. The potential winners will be selected on or around the day after the close of the Competition Period and will be contacted via email. Once Sponsor notifies a potential winner that they have won the prize, the potential winner must respond to Sponsor and provide contact details and a mailing address within **three (3) days** to claim the prize. If you are not the winner of the Competition, you will not receive any notification. If the prize is declined or unclaimed by a potential winner, or if a potential winner does not respond to Sponsor’s notification and email within the aforementioned period, such potential winner may, at Sponsor’s discretion, be disqualified and a new potential winner may be drawn at random by the Panel from the remaining Entries.

**LIMITATIONS:** Use of any automated system to submit an Entry as determined by Sponsor in its sole judgment is prohibited and will result in disqualification at Sponsor’s sole discretion. Sponsor, its affiliates, and their associated companies, subsidiaries, affiliates, directors, officers, employees, agents, professional advisors, and their advertising and promotions agencies (“Releasees”) will not accept responsibility for any error, omission,

interruption, deletion, defect, delay in operation or transmission or mail delivery, communications-line failure, theft, destruction, alteration of, or unauthorized access to Entries, or Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, illegible, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misdirected, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or for lost, interrupted or unavailable network, server or other connections; viruses; bugs; miscommunications; failed phone, computer hardware or software or telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in Entrant's email account to receive email; or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Releasees, to the extent permitted by any applicable laws.

**GENERAL CONDITIONS:** By entering this Competition and/or accepting the Prize you may win, you agree, represent and warrant that: **[1]** you meet the eligibility requirements of the Competition as detailed in the Rules and Sponsor reserves the right to request written proof of eligibility to enter the Competition (e.g. proof of age, proof of identity etc) at any time for any reason and you shall complete (if you are a U.S. resident) an Affidavit of Eligibility upon request if selected as a potential winner, Sponsor reserves the right in its sole discretion to withhold delivery of the Prize to any winner until such proof of eligibility has been confirmed or to disqualify any winner if such proof is not forthcoming, **[2]** all personal information you submit to Sponsor is true, complete and accurate in all respects; **[3]** you will be bound by the Rules and Sponsor's (including the Panel's) decisions regarding the Competition, which shall be final in all respects; **[4]** to the extent permitted by any applicable laws, your Entry (including the information you provide for the Survey and in answer to the Skill Question) becomes solely Sponsor's property and will not be acknowledged or returned; **[5]** you release and hold harmless Releasees from any and all liability for any claims, costs, injuries, losses or damages of any kind directly or indirectly caused by your participation, including participation in the Competition or any Competition-related activity or travel or from any interaction with, or downloading of, computer Competition information, the unauthorized or illegal access to personally identifiable or sensitive information or the awarding, delivery, acceptance, possession, use, or misuse of the Prize, including without limitation, death and bodily injury; **[6]** the Releasees do not make any representation, warranty or guarantee, express or implied, relating to any Competition or the Prize; **[7]** a potential winner's acceptance of the Prize constitutes the grant to Releasees and assigns of an unconditional right to use the winner's name, address (city and state only), voice, likeness, photograph, biographical and Prize information, statements about the Competition and/or live and taped performances of interviews for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; **[8]** in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Competition, so that it cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend such Competition; and in such event, to select a potential winner by such method as Sponsor in its sole discretion shall consider equitable; **[9]** the Releasees are not responsible for typographical or other errors in the offer or administration of the Competition, including but not limited to: errors in the advertising, Rules and selection and announcement of a winner; **[10]** the Releasees are not responsible for any inability of any winner to accept or use the Prize (or any portion thereof) for any reason; **[11]** Sponsor has the right to modify the Prize award procedures at its sole discretion; **[12]** the Releasees are not responsible for changes to the Survey that may interfere with the Competition or your ability to timely enter; **[13]** Releasees are not responsible for any failure of delivery of winner notification; **[14]** neither Releasees nor any service providers are responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or website or to complete a telephone call or online transaction, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage to an Entrant's or any other person's computer related to or resulting from participation in this Competition; and **[15]** Releasees will not be responsible for Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of the Prize.

**CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS COMPETITION, TAMPER WITH THE SURVEY, THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.**

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." You expressly waive and release any right or benefit which you have or may have under Section 1542 of the Civil Code of the State of California, to the full extent that you

may waive all such rights and benefits pertaining to the matters released here. In connection with such waiver and relinquishment, you acknowledge that you are aware that you may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true, with respect to the matters released herein; nevertheless, it is your intention through this release to fully and finally and forever settle and release all such matters and claims relative thereto, which do not exist, may exist or heretofore have existed between yourself and the Releasees related to the Competition. The release herein given shall be and remain in effect as a full and complete release of such claims and matters notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto.

**WINNERS' LIST:** For the winners' names, send a self-addressed stamped envelope to: The YOOX Net-A-Porter Group S.p.A., whose registered office is at Via Morimondo, 17, 20143, Milan. Attn: Customer Insight Manager, YOOX. Requests received after 90 days following the drawing date may not be fulfilled. For any questions or concerns relating to this Competition, send an email to [insiders@yoox.com](mailto:insiders@yoox.com).

**GOVERNING LAW; DISPUTES:** These Rules shall be governed and construed in accordance with the laws of England and Wales and will be interpreted in accordance with English substantive law. In the event of any dispute regarding the Rules, conduct, results and all other matters relating to the Competition, Sponsor's decision shall be final and no correspondence or discussion shall be entered into. To the extent permitted by law, the rights to litigate, to seek injunctive relief, or to any other recourse to judicial or any other procedure in case of such a dispute or claims resulting from or in connection with the Competition are hereby excluded, and the Entrants expressly waive any and all such rights. In the event such waiver is in contravention of applicable law, then to the extent permitted by applicable law, each Entrant agrees that **[1]** any and all disputes, claims and causes of action arising out of or connected with the Competition, Prize, or these Rules shall be resolved individually, without resort to any form of class action, and exclusively by the English courts; **[2]** any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Competition but in no event attorneys' fees; and **[3]** under no circumstances will any Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

**PUBLICITY:** If selected as a winner of this Competition, you expressly agree to be available for participation in any event organized around the presentation of the Prize, and consent to being filmed, interviewed and photographed in connection with the foregoing. You expressly agree that if selected as a winner of the Competition, all video, photographs and interview material taken may be used by Sponsor in any media, for Sponsor's communication and marketing purposes. Sponsor reserves the right to use, and you expressly agree that Sponsor may use the name and/or pseudonym of you as a winner and/or all photographs and films taken of the Competition at Sponsor's facilities and any event that may be organized at the discretion of Sponsor, and on the Internet, including without limitation Sponsor's websites, Sponsor's social networking pages on Facebook, Pinterest, Twitter, YouTube, and Instagram, and all other Sponsor advertising and publicity materials. If selected as a winner of this Competition, you hereby grant to Sponsor the non-exclusive right to use and dissemination to reproduce your visual likeness, voice or any other attribute of your personality as it appears in any video or photograph taken at any event that may be organized in relation to the Competition at the discretion of Sponsor, without compensation.

**DATA PROTECTION AND PRIVACY POLICY:** Sponsor will collect/process Entrant details in connection with this Competition solely for the purpose of Competition administration and will store said information in accordance with applicable data protection laws. IP addresses of Entrants having participated in the Competition will also be collected solely for the purpose of preventing fraud in connection with the Competition. Other than as stated in these Rules, any personal data relating to Entrants obtained by Sponsor as part of this Competition will be used solely in accordance with Sponsor's Privacy Policy. Entrants grant Sponsor and its affiliates the non-exclusive rights of use and dissemination of their name, free of charge, in any media whatsoever, including the right, if necessary to reproduce a winner's name for the purposes of administering and promoting the Competition and Sponsor's brands in connection with the Competition. The Sponsor's General Privacy and Cookies Policy (Notice) is available [here](#).

**MISCELLANEOUS:** Any provisions herein found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions. Any such invalid or unenforceable provision shall be replaced by the parties by such valid and enforceable provision that corresponds as closely as possible to the original intent of the invalid or unenforceable provision.