# "Add Your Golden Touch Rewards"

# **Terms & Conditions**

Welcome to the "Add Your Golden Touch Rewards" (the "Activity"), which is conducted and managed by Ferrero Trading Lux S.A., with registered office in Luxembourg, 16 Route de Trèves, 2633 Niederanven, ("Ferrero") in cooperation with TLC Italia S.r.I. ("TLC"). By participating to this Activity, at the point of sale corner of Ferrero ("Ferrero POS") at the Duty-Free store of Paris (ORY) (25.11.2024-06.01.2025), Oslo (OSL) (01.11.2024-31.12.2024), Luxembourg (LUX) (28.11.2024-02.01.2025), Vienna (VIE) (01.12.2024-31.01.2025), Madrid (MAD) (01.11.2024-30.11.2024) and Barcelona (BCN) (04.12.2024-02.01.2025), ("involved Duty-Free") with each minimum purchase of two Ferrero Products from the Premium Chocolate Category defined below definition of Article 1 and available, upon participation through a QR code by following up necessary steps you will receive a gift card equivalent to 50 EUR to be used on Booking.com.

## I. <u>Purpose</u>

These Terms & Conditions are intended to formalize the rules by which the Activity will be conducted and the rules and conditions of participating therein.

By participating in the Activity, each Participant accepts as binding these Terms & Conditions, including all the conditions contained therein.

Participation in the Activity is exclusive responsibility of the Participant. Ferrero and/or anyone acting on its behalf, bears no responsibility for any damage which is caused and/or shall be caused to a Participant as a result of and/or in connection with his participation in the Activity.

The following terms shall have the meaning ascribed to them:

"Activity Period"	As defined in Section II. 1. (a)
"Participant"	Any individual meeting the criteria set in Section II. 2., and participating in the Activity, all in accordance with these Terms & Conditions
"Products"	Ferrero Rocher Tablet Milk 270g, Ferrero Rocher Tablet Dark 270g, Ferrero Rocher Tablet White 270g, Raffaello Tablet 270g, Ferrero Rocher 600g, Ferrero Rocher 375g, Ferrero Rocher Tin 300g, Ferrero Collection 269.4g, Raffaello 240g. Except Ferrero Rocher 37.5g.

- "Proof of Purchase" Receipt(s) of each purchase of 2(two) Ferrero Products mentioned in above "Products", registered in the stores and during the period mentioned in Section II, 1 to be uploaded on the "Ferrero branded Website" developed by TLC (as defined herein below) within 14 days from the purchase date.
- "Prize(s)" Gift card equivalent to 50 EUR to be spent on the Booking.com in Section II, 3. under Prize Description.

"Ferrero branded Website"

### https://www.addyourgoldentouchrewards.ferrerotravelmarket.com

developed by TLC and branded Ferrero, used for the Participant registration and the uploading of Proof of Purchase. The platform is set in English and French Languages.

# II. <u>Terms of Activity</u>

## 1. Activity Period

- a. The Activity at the Duty-Free opens on 1<sup>st</sup> of November 2024 at 9:00 and closes on 31<sup>st</sup> of January 2025 European Time (hereinafter, "Activity Period"). Once the Participant receives the Prize(s), he/she will be able to use the Prize within the validity date stated in the prize delivery e-mail.
- b. The Activity will be advertised during the Activity Period in the Duty-Free and/or any other platforms and through any communication material that Ferrero will independently decide.

## 2. Terms of Participation & Activity Mechanics

To Participate, Participants must:

- a. Agree with the Terms & Conditions
- b. Be 18 years old at least at the time of participation.
- c. Purchase of minimum two Ferrero Products mentioned above in the Duty-Free involved and provide adequate Proof of Purchase.
- d. Within 14 days from the purchase, Participants must enter the requested personal information as detailed in the Privacy Policy on the Ferrero branded Website and upload the Proof of Purchase. These will be verified by TLC, who will proceed sending a univocal code and all the instruction in order to access Booking.com and redeem the Prize.
- e. Once the Participant receives the univocal code, the Participant will be able to use the Prize on Booking.com.

Are excluded from participating:

- a. Employees of Ferrero and their close family,
- b. Ferrero's distributors,
- c. Anyone involved professionally with the Activity.

Provided any of the criteria above is not respected, there will not be any possibility for the Participant to receive the Prize.

### 3. Prize Description

The Participant will receive a gift card equivalent to 50 EUR to be used on Booking.com for every two Ferrero products mentioned in above "Products" purchased in the airport involved.

The participant may use the gift card according to the terms and conditions established by Booking.com and contained in the Prize code delivery email.

### 4. Responsibility

The Participants shall guarantee they have the legal rights and legal capacity to accept these Terms & Conditions within their own jurisdiction and that their participation in accordance with the methods and terms indicated in these Terms & Conditions does not constitute a violation of any law, regulation, or other provision in their jurisdiction.

To the fullest extent allowed by law, Ferrero accepts no responsibility for loss or injury as a result of the participation to the Activity.

Additionally, the Participants cannot claim any form of compensation from Ferrero in the case any issues arise in respect of the following:

- a. Technical issues with the upload;
- b. Internet rate issues;
- c. Data transmission delays;
- d. Participant's device failure;
- e. Loss of travelling documents following the participation to the Activity;
- f. Loss of flight or flight connections following the participation to the Activity.

To participate the Participant confirms that they are aged 18 or older.

Ferrero will sanction and/or will not hesitate in taking legal action if:

a. any of the rules set out in this Terms and Conditions are found to be broken;

b. any misrepresentation or falsification of identity, no matter the method used, as well as;

c. any fraud of any nature whatsoever, and more generally;

d. any attempt to hijack the Activity rules and disrupt the smooth running of the Activity, regardless of the method used.

Ferrero may also, at any time and without prior notice, decide to amend or cancel all or a part of the Activity, but this will not impact the Prize already redeemed and the possibility to spend each Credit on TLC Travel Credits Platform.

#### 5. Data Protection

Personal data collected within the scope of the Activity will be processed in compliance with the provisions of EU Regulation No. 679/2016, bearing the so-called "*General Data Protection Regulation*" ("**GDPR**"), and any other provision and/or legislation, national and/or European, applicable to the protection of personal data. The data controller is Ferrero Trading Lux S.A., with registered office in Luxembourg, Route de Trèves 16, 2633 Senningerberg, which can be contacted at the e-mail address privacy@ferrero.com. For more information regarding the processing of personal data for the participation in the Activity, please refer to the dedicated Privacy Policy.

#### 6. Contact Us

For queries, Participants can directly contact the Consumer Service at the following email address: addyourgoldentouchrewards@tlcrewards.com

#### 7. Regulation and Applicable Law

Participating in the Activity involves the complete acceptance, without any reservation, of these Terms & Conditions, as well as the rules of the Internet and any applicable law.

Any dispute between the Parties that cannot be settled by mutual agreement and that relates to the interpretation, carrying out of obligations, breach, or enforcement of these Terms and Conditions or in any way arises out of or is connected with the Activity shall be subject to the jurisdiction of the Luxembourgish Courts.