

CONTEST
“Christmas Contest”
PROMOTED BY THE COMPANY
DESIGN MANAGEMENT S.R.L.
(CL 08/2024)

PROMOTER

Design Management S.r.l. with sole shareholder, a limited liability company (“società a responsabilità limitata”) existing under the laws of Italy, whose registered office is in Milan, via San Paolo n. 7 – VAT number 05063610488 (hereinafter the “Promoter”).

DELEGATED PARTY

Clipper S.r.l. with registered office in Viale Caterina da Forlì 32 – Milan, VAT number 06601410159 (hereinafter the “Delegate”)

NAME AND TYPE OF THE INITIATIVE

Prize Contest called “Christmas Contest” (hereinafter the “Contest”).

LOCATION

The Contest takes place at The Mall Sanremo located in Sanremo (IM), Via Armea, 43 (hereinafter “The Mall Sanremo”) and The Mall Firenze located in Reggello, Località Leccio (FI), Via Europa 8, 50066 (hereinafter The Mall Firenze) during opening hours to the public (The Mall Sanremo and The Mall Firenze jointly hereinafter “The Mall”).

DURATION

Participation in the Contest is scheduled from November, 19 2024 to December, 19 2024 (hereinafter the “Duration”), exclusively during the opening days and hours of The Mall.
The drawing report will be prepared by December 20, 2024.

PARTICIPANTS

The Contest is aimed at all end consumers, customers of the Promoter, of age at the time of participation, who are registered with The Mall Club or who will register during the Contest and who at the time of finalizing the purchase at one of the shops present at The Mall will show the QR Code to the designated personnel (hereinafter the “Participant/s”). Each Participant will be identified by their QR Code associated with the data entered when registering on the website <https://firenze.themall.it/en/events/christmas-contest>.

The following are excluded from participation in this Contest:

- all employees and their relatives and spouses of the Promoter;
- the associated companies of the Promoter and The Mall stores;
- retailers, wholesalers, shopkeepers and store owners;
- individuals, businesses or companies (legal entities) who make purchases with a VAT number and who therefore do not qualify as Consumers (pursuant to art. 3, paragraph 1, letter a), of Legislative Decree no. 206/2005).

PURPOSE OF THE CONTEST

The Contest is aimed at promoting The Mall and encouraging purchases at The Mall stores (hereinafter the “Store/s”) and rewarding the Participants.

For the purposes of the Contest, all purchases of any amount made by Participants during the Duration at The Mall Stores are valid with the exclusion of purchases made at the Restaurants ToscaNino at The Mall Firenze and adHoc at The Mall Sanremo.

English courtesy translation

WARNINGS

All Participants are invited to keep the original purchase documents until the date of the draw and for the following 60 days: the purchase documents may be requested by the Promoter to carry out the necessary checks at the time of awarding the prize.

ADVERTISING

The complete rules of the Contest will be available for consultation by Participants on the website www.themall.it. There will also be references to the Contest itself within The Mall, as well as through any additional forms of online and offline communication that the Promoter deems appropriate from time to time.

PARTICIPATION METHOD

The Promoter organizes the Contest as described below.

To take part in the Contest, one for The Mall Firenze and one for The Mall Sanremo, during the Duration Participants will be asked to:

- carry out at least n. 1 purchase, of any amount, at a The Mall Store by presenting at the checkout, before finalizing the purchase, the QR Code that identifies the Participant's membership in The Mall Club;
- proceed with registration for the Contest on the website <https://firenze.themall.it/en/events/christmas-contest> by December, 19 2024 by filling out the form with the data requested as mandatory (name, surname, telephone number and address email which must be the same one used to register with The Mall Club) and having read the privacy policy and the complete rules of the Contest.

It is specified that in the event that the purchase is made without the combination of the QR Code that identifies the registration to The Mall Club, the same will not be considered valid for the purposes of participation in the Contest.

Similarly, if the Participant does not proceed with registering for the Contest on the website <https://firenze.themall.it/en/events/christmas-contest> during the Duration, purchases made at The Mall will not give the right to take part to the scheduled final draw.

The Promoter will prepare two separate databases, one showing the purchases made at The Mall Sanremo and one at The Mall Firenze with the list of consumers who have registered for the Contest on the website <https://firenze.themall.it/en/events/christmas-contest> during the term as previously indicated. The databases will be used to carry out the prize draw, as described below. For the purposes of preparing the two databases, the data resulting from the Promoter's accounting system will be used.

Each Participant, provided they have presented the identifying QR Code at the time of payment, and have registered for the Contest on the website <https://firenze.themall.it/en/events/christmas-contest> during the Duration, will be automatically inserted into the database that will be used to carry out the prize draw, as many times as there are different purchase deeds carried out during the Duration in compliance with the provisions of this regulation.

Specifically, multiple purchases, subsequent to the first, made in the same Store on the same day, will not be counted for the purposes of participation in the Contest while all purchases made on the same day in different Stores will be taken into consideration, always with the limit of no. 1 purchase/day per Store.

By way of example, the Participant, with multiple purchases in the same Store on the same day, will be entered only once in the database useful for carrying out the final draw, while purchases made in the same Store but on different days during the Duration will be considered valid, always with the limit of n. 1 daily purchase.

The same Participant will be able to win a maximum of only one prize in the entire Duration, even if they took part in both draws having made purchases at both The Mall Firenze and The Mall Sanremo.

The Promoter reserves the right to carry out appropriate checks, possibly canceling participations carried out differently from what was foreseen and/or excluding from participation those who do not comply with the established rules.

In particular, the regularity of the transactions carried out will be checked and that the Participant has not returned the purchase made.

DRAWS OF THE PRIZES

By December, 20 2024 in Milan, in the presence of a Notary or the Chamber of Commerce official in charge of Consumer Protection, the scheduled draws of the prizes up for grabs will take place.

To this end, the Promoter will provide two separate files, one showing the purchases made during the Duration and in compliance with the provisions of this regulation at The Mall Sanremo and one showing the purchases at The Mall Firenze.

English courtesy translation

From each file we will proceed to extract n. 4 winner who will win the prize up for grabs and n. 4 reserves that will take over in the event of unavailability or irregularity of the original winner.

WINNING NOTICE

Winners will be notified by email, using the email address indicated when registering with The Mall Club and/or telephone number.

The winners will be provided with all the information needed to benefit from the prize. The Promoter reserves the right to request a copy of an identity document for the purpose of verifying the correspondence of the data entered during registration with The Mall Club and, possibly, the document original purchase document. In the event of a discrepancy between the data entered when registering for The Mall Club and the identity document received, the prize cannot be awarded and will be attributed to the first available reserve.

To validate the win, the winners must confirm their personal data (name, surname, email and telephone number).

The prize will not be transferable to third parties.

The Promoter or its representative assumes no responsibility in relation to the winner for whom:

- the email address indicated when registering at The Mall Club is non-existent, incorrect or incomplete;
- the mailbox is full;
- there is no response from the host computer after sending the win notification email;
- the mailbox is disabled;
- the email indicated during participation is included in a blacklist.

PRIZES (8 in total)

Each winner is awarded:

- n. 1 purchase voucher* with a nominal value of €500.00 including VAT to be spent at The Mall Sanremo or The Mall Firenze

*The purchase voucher can be spent at The Mall Stores. The winner will be able to select one or more products to purchase (in maximum no. 1 transaction to be made by 30/06/2025) up to a maximum limit of € 500.00 VAT included. The cost will be paid by an agent of the Promoter who will provide to pay for the purchase at the Store with the payment instruments made available by the Promoter. In the event that the winner selects purchases for a value of less than €500.00 including VAT will not be entitled to any economic compensation or the provision of other goods and/or services. In the event that the purchases selected by the winner exceed the purchase voucher threshold of € 500.00, he/she may supplement the difference with the normal means of payment accepted at the Store.

In no way may the purchase voucher be converted into cash nor can it be monetized.

The prize is not transferable to third parties.

JACKPOT

The estimated maximum value of the jackpot is €4.000,00 including VAT (€ 3.278,69 + Iva 22%): on this amount, the Promoter prepares a suitable guarantee in favor of Ministero dello Sviluppo Economico.

WAIVER OF COMPLAINT

The Promoter declares that it renounces the right to recover the withholding tax referred to in the art. 30 of the Presidential Decree 600 of 29/9/73 in favor of the winners.

OBLIGATIONS AND WARRANTIES

By voluntarily joining the Contest, the Participant implicitly declares to have read and accepted these regulations.

The prizes up for grabs are not convertible into cash, nor is the winner given the right to request, with or without the addition of money, the possibility of receiving alternative prizes even of lesser value.

Only in the event of an unexpected need, the expected prize may be replaced at the discretion of the Promoter with a different good/service of similar or greater value.

The prizes will be made available within 180 days from the draw date.

If the jackpot is not entirely requested or assigned, unlike in the case of express waiver, it will be donated to charity: Associazione Amici di Cometa Onlus - Via Madruzzo, 36 - 22100 Como - C.F. 95087410130 - also in the form of alternative goods or services of equal value.

English courtesy translation

The winner will lose the right to obtain the prize if participation is not regular, as previously indicated.

Participants who have taken part in violation of the provisions of this regulation will be automatically excluded from the Contest, including those who, by way of example and not limited to, have used software and IT tools capable of altering the entries to participate.

The Promoter, or the companies appointed by it to manage the Contest, reserve the right to proceed, in the terms deemed most appropriate, and in compliance with the laws in force, to limit and inhibit any initiative aimed at circumventing the designed system.

The Promoter cannot under any circumstances be held responsible for any problems or damages arising during the use of the prizes up for grabs. By participating in the Contest, the winners indemnify and declare the Promoter not responsible for any problems or damages and/or injuries to things and/or people arising during the enjoyment of the prizes up for grabs.

The use and enjoyment of prizes may be subject to terms and conditions provided by third party producers and/or distributors and/or providers of the prizes provided for in this regulation.

PROCESSING OF PERSONAL DATA

The personal data of the Participants collected as part of the Contest will be processed by the Promoter as data controller pursuant to and in compliance with the legislation on the protection of personal data, and in particular Regulation (EU) 2016/679 and Legislative Decree 196/2003 and subsequent amendments, as described in the privacy information attached to this regulation.