

LORO PIANA

TERMS AND CONDITIONS OF USE OF VALUE BASED GIFT CARDS

Dear Purchaser, Dear User,

The following terms and conditions (hereinafter, the “**Terms**”) govern the purchase and the use of the Loro Piana value based gift card purchased from the official Loro Piana e-shop www.loropiana.com (hereinafter, the “**Loro Piana e-shop**”) or in the Loro Piana store(s) located in Italy, Austria, France, Germany and Spain - with the express exclusion of the points of sale located within duty-free areas - whose list is provided in these Terms below (hereinafter, the “**Loro Piana Gift Card(s)**”) and the store(s) are defined as the “**Loro Piana Store(s)**”), and apply to the purchaser and any user of the Loro Piana Gift Card (respectively, referred to as the “**Purchaser**” and the “**User**” or, collectively, “**you**”).

Your Loro Piana Gift Card is issued by:

- Loro Piana S.p.A., with registered office in C.so Rolandi 10, 13017 Quarona (VC), Italy, VAT no. IT 01611400027, telephone number +39 02 7780 2800 (calls are subject to ordinary charges for a call to an Italian landline number), email address customerservice.eu@loropiana.com, with regard to the Loro Piana Gift Cards purchased in the Loro Piana e-shop or in the Loro Piana Store(s) located in Italy; or
- Loro Piana GesmbH, with registered office in Kohlmarkt 16, 1014 Wien, Austria, VAT no. ATU 52740805, telephone number +39 02 7780 2800 (calls are subject to ordinary charges for a call to an Italian landline number), email address customerservice.eu@loropiana.com, with regard to the Loro Piana Gift Cards purchased in the Loro Piana Store(s) located in Austria; or
- Loro Piana France S.A.S., with registered office in 12 Rue du Faubourg St. Honoré, 75008 Paris, France, VAT no. FR 03439907122, telephone number +39 02 7780 2800 (calls are subject to ordinary charges for a call to an Italian landline number), email address customerservice.eu@loropiana.com, with regard to the Loro Piana Gift Cards purchased in the Loro Piana Store(s) located in France; or
- Loro Piana GmbH, with registered office in Maximilianstraße 21, 80539 München, Germany, VAT no. DE 813218704, telephone number +39 02 7780 2800 (calls are subject to ordinary charges for a call to an Italian landline number), email address customerservice.eu@loropiana.com, with regard to the Loro Piana Gift Cards purchased in the Loro Piana Store(s) located in Germany; or
- Loro Piana España, S.L.U., with registered office in Calle José Ortega y Gasset 16, 28006 Madrid, Spain, VAT no. ESB84982909, telephone number +39 02 7780 2800 (calls are subject to ordinary charges for a call to an Italian landline number), email address customerservice.eu@loropiana.com, with regard to the Loro Piana Gift Cards purchased in the Loro Piana Store(s) located in Spain, (hereinafter, referred to as “**Loro Piana**”).

WHERE CAN I BUY A LORO PIANA GIFT CARD?

Loro Piana Gift Cards are available for purchase exclusively at the official Loro Piana e-shop and Loro Piana Stores.

As at September 2021, the Loro Piana Stores where you can purchase Loro Piana Gift Cards are the stores listed in Attachment A to these Terms

For updated information on the Loro Piana Stores, please contact one of the Loro Piana Stores or check on <https://it.loropiana.com/en/gift-card-stores-eur>.

When purchased in a Loro Piana Store, the Loro Piana Gift Card will be immediately activated (in other words, can be used) at the Loro Piana Store where the Loro Piana Gift Card is purchased, upon payment of the relevant value and no service fees will be charged at the time of purchase.

When purchased on the Loro Piana e-shop:

- Should the Purchaser opt for a virtual Loro Piana Gift card, the Loro Piana Gift Card will be immediately activated;
- Should the Purchaser opt for a physical Loro Piana Gift card, the activation takes an average of 3 days after the purchase confirmation. It is further clarified that the physical Loro Piana Gift Card purchased on the Loro Piana e-shop can be shipped only to addresses located within the following countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Monaco (Principality of), Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Ukraine.

The Purchaser can choose the value of the Loro Piana Gift Card among the values made available by Loro Piana from time to time and up to the maximum amount as provided by the laws and the Loro Piana policies as are communicated to you at the time of purchase.

If you purchase a physical Loro Piana Gift Card at the Loro Piana e-shop, any delivery charges will be communicated to you before you make a purchase. Alternatively, you can purchase a virtual Loro Piana Gift Card at the Loro Piana e-shop and no delivery charges apply.

It is necessary to retain a copy of the serial number and Code of the Loro Piana Gift Card which are provided at the time of the purchase - and which are also printed on the back of the physical Loro Piana Gift Card or are displayed in the virtual Loro Piana Gift Card - since you may be requested to provide them when you redeem the Loro Piana Gift Card or in case of loss, theft or damage of the Loro Piana Gift Card.

WHERE AND HOW CAN I USE A LORO PIANA GIFT CARD?

Loro Piana Gift Cards can be used to purchase Loro Piana products **only** in a Loro Piana Store or the Loro Piana e-shop (hereinafter, such a Loro Piana Store is defined as the “**Loro Piana Eligible Store**”). This means that you cannot use the Loro Piana Gift Card in Department Stores, Outlets or in Loro Piana stores which are not the Loro Piana Stores or any Loro Piana e-commerce site which is not the Loro Piana e-shop. The Loro Piana Gift Card cannot be redeemed in third-party managed Loro Piana stores (such as stores operated under a franchise).

Subject to the restrictions referred to in these Terms, the Loro Piana Gift Cards can be redeemed for the purchase at the Loro Piana Eligible Store of products offered by Loro Piana up to the value of the amount loaded on the Loro Piana Gift Card as indicated in the relevant sales receipt at the time of its purchase, provided that it is used in accordance with these Terms and in compliance with all applicable laws (in particular but not limited to, anti-money laundering laws) and the Loro Piana policies relating to the purchase of goods as are communicated to you at the time of redemption.

The Loro Piana Gift Cards can be redeemed totally or partially and, in this case, the remaining amount can be used for subsequent purchases in the Loro Piana Eligible Store. Purchase values will be deducted from the Loro Piana Gift Card balance until the value reaches zero. If the total value of products purchased at the Loro Piana Eligible Store exceeds the amount on the Loro Piana Gift Card, the remaining balance for such products can be paid via any other method of permissible payment available at the Loro Piana Eligible Store within the maximum amount provided by applicable laws. Please note that on the Loro Piana e-shop you cannot use more than one Loro Piana Gift Card to purchase a single item. Also note that at the Loro Piana Store you can use more than one Loro Piana Gift Card to purchase a single item, provided that use must be in compliance with all applicable laws (in particular but not limited to, anti-money laundering laws).

Save for the cases required by law, the Loro Piana Gift Cards cannot be redeemed for cash even in case of returned products, and they are not reloadable. This does not affect your statutory rights in relation to purchase of the Loro Piana Gift Card.

Nothing in these terms affects any statutory rights in respect of the purchase of the gifted item when using the Loro Piana Gift Card.

Loro Piana will redeem Loro Piana Gift Cards only if they are presented at the Loro Piana Eligible Store at the time of purchase of the requested items, except in the case of loss of the card.

When redeemed on the Loro Piana e-shop, the Loro Piana products purchased through Loro Piana Gift Cards redemption can be shipped only to addresses located within the following countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Monaco (Principality of), Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Ukraine.

DOES MY LORO PIANA GIFT CARD EXPIRE?

Loro Piana Gift Cards expire after 5 years from the date of activation. The date of activation can be checked at the Loro Piana Stores or on <https://eur-giftcard.loropiana.com/ecard/balance/consult>. After your Loro Piana Gift Card has expired you will no longer be able to redeem it.

Loro Piana Gift Cards are generally non-refundable, unless a refund right is provided by the applicable law in the country of purchase pursuant to statutory laws, which may include refund due to successful warranty claim, a refund for a purchase based on an error, or, in case of a purchase in the e-shop, a refund after exercising your withdrawal right. Nothing in this clause will grant a refund right unless it is provided by statutory law. Please note that in any case a refund can be made exclusively at the Purchaser's (not at User's) request.

In case of online purchase of Loro Piana Gift Cards through the Loro Piana e-shop, you expressly acknowledge and accept that in case of usage of the Loro Piana Gift Card, you will lose the right of withdrawal.

HOW DO I KNOW THE BALANCE ON MY LORO PIANA GIFT CARD?

When you purchase a Loro Piana Gift Card, the initial value of your card is printed on the sales receipt you receive when you purchase it. You can check the initial value and the balance of your Loro Piana Gift Card at a Loro Piana Store or on <https://eur-giftcard.loropiana.com/ecard/balance/consult>.

Where Loro Piana believes that an administrative, billing or accounting error has occurred, Loro Piana reserves the right to correct the Loro Piana Gift Card balance. If you have any questions regarding transaction history or any corrections, or if you wish to contest a transaction or correction made on your Loro Piana Gift Card, or for any other complaint, please contact a Loro Piana Store or customerservice.eu@loropiana.com or +39 02 7780 2800 (calls are subject to ordinary charges for a call to an Italian landline number) . Loro Piana will verify, inform you on the results and correct any errors where occurred.

WHAT SHALL I DO IF THE LORO PIANA GIFT CARD IS LOST?

In case of loss or theft of your Loro Piana Gift Card, you must immediately contact a Loro Piana Store or customerservice.eu@loropiana.com or +39 02 7780 2800 (calls are subject to ordinary charges for a call to an Italian landline number) and follow the instructions of Loro Piana personnel to block the Loro Piana Gift Card and obtain a replacement, if it is the case. You will be asked to provide the serial number and Code of the relevant Loro Piana Gift Card. The serial number and Code are provided at the time of the purchase and are also printed on the back of the physical Loro Piana Gift Card or respectively are displayed in the virtual Loro Piana Gift Card. We recommend that you keep and store a copy of the Loro Piana Gift Card serial number and Code in a safe place. Please note that Loro Piana will issue a replacement exclusively upon the written request of the Purchaser (not of the User); in this regard, please note the Purchaser is recommended to provide his/her personal data at the Loro Piana Store at the time of purchase of a Loro Piana Gift Card for identification purposes, otherwise the Purchaser will not be in the position to request the replacement of the lost/stolen Loro Piana Gift Card since Loro Piana will not be able to identify the Purchaser.

These terms do not limit your statutory rights in any way and Loro Piana does not exclude any duties or responsibilities that it is required to accept by law. Within these limits, Loro Piana is not responsible to you in the event of loss, theft, damage, alteration or unauthorised use by third parties of a Loro Piana Gift Card, except in the case of gross negligence or wilful misconduct by Loro Piana. Nothing shall exclude or limit Loro Piana's liability for death or personal injury resulting from our negligence or that of our agents or employees, or Loro Piana's liability arising from wilful misconduct or gross negligence of Loro Piana or our agents or employees.

HOW YOUR PERSONAL DATA ARE PROCESSED?

Loro Piana (as identified above) is the data controller with respect to the collection, use and processing of personal data provided by the Purchaser in order to buy and/or the User in order to redeem the Loro Piana Gift Card. In particular, Loro Piana will process the Purchaser's and/or User's personal data in order to issue and ensure the use of the Loro Piana Gift Card in compliance with the applicable privacy legislation and, in any case, pursuant to its privacy information notice, available together with these Terms. For further information on the processing of your personal data, you may contact us sending an email at the following address: privacy@loropiana.com.

Should Loro Piana collect your phone number, you are hereby informed that you have the right to register on the relevant national phone solicitation opt-out list, where applicable pursuant to your local laws.

GOVERNING LAW AND JURISDICTION

These Terms shall be governed by Italian law, save for the applicability of local laws, and all disputes, claims and legal proceedings directly or indirectly arising out of or relating to the purchase or use of the Loro Piana Gift Cards shall be resolved in the competent courts of the place of domicile

or residence of the consumer. The choice of law does not affect the assertion of tort claims or the possible applicability of mandatory consumer protection provisions under the law of the country in which you have your habitual residence.

In particular, for consumers based in Spain, nothing in these terms and conditions shall prevent the application of articles 82 to 91 and 114 to 126 of the Spanish Act for the Defence of Consumers and Users (Spanish: *Real Decreto Legislativo 1/2007, de 16 de noviembre, por el que se aprueba el texto refundido de la Ley General para la Defensa de los Consumidores y Usuarios y otras leyes complementarias*). Those articles shall remain applicable in all cases.

Alternatively, the customer who is domiciled or resident in one of the member states of the European Union, Iceland, Norway, Liechtenstein, may opt for one of the out-of-court dispute settlement procedures provided for under the applicable laws currently into force, such as the platform provided by the European Commission, available on the website <http://ec.europa.eu/odr>.

ATTACHMENT A

LIST OF THE LORO PIANA STORES WHERE YOU CAN PURCHASE LORO PIANA GIFT CARDS (UPDATED SEPTEMBER 2021)

LORO PIANA STORE	ADDRESS	TELEPHONE	EMAIL
ITALY			
Capri	Via Camerelle, 51A, 53, 55, Capri	+39 0818 37 76 40	capri@loropiana.com
Firenze	Via Tornabuoni 34/36 R, Firenze	+39 0552 39 86 88	firenze@loropiana.com
Forte dei Marmi	Via G. Carducci, 17, Forte dei Marmi	+39 0584 78 40 77	forte.marmi@loropiana.com
Milano Montenapoleone	Via Montenapoleone, 27, Milano	+39 02 77 72 901	lpmilano@loropiana.com
Porto Cervo	Via la Passeggiata 7, Porto Cervo	+39 0789 90 71 00	portocervo@loropiana.com
Portofino	Piazza Martiri dell'Olivetta 9/10, Portofino	+39 0185 26 70 55	portofino@loropiana.com
Roma	Via Borgognona 31, Roma	+39 0669 92 49 06	roma@loropiana.com
Venezia	San Marco Ascensione 1301, Venezia	+39 041 27 70 695	venezia@loropiana.com
AUSTRIA			
Wien	Kohlmarkt 16, Wien	+43 1 53 39 182	wien@loropiana.com
FRANCE			
Cannes	38, Boulevard de La Croisette, Cannes	+33 4 93 38 06 44	cannes@loropiana.com
Paris Montaigne	38, Avenue Montaigne Paris	+33 1 56 64 06 00	montaigne@loropiana.com
Paris Faubourg	12, Rue du Faubourg St. Honoré, Paris	+33 1 55 35 39 35	paris@loropiana.com
Saint Tropez	7, Rue Laugier, St. Tropez	+33 4 94 17 07 05	saint.tropez@loropiana.com
GERMANY			
Duesseldorf	K - Center, Koenigsallee 28/30, Dusseldorf	+49 211 86 32 510	duesseldorf@loropiana.com
Frankfurt	Goethestrasse, 11 Frankfurt	+49 6921 99 82 50	frankfurt@loropiana.com
Hamburg	Neuer Wall, 46 Hamburg	+49 40 32 08 66 50	hamburg@loropiana.com
München	Maximilianstrasse 21, Munchen	+49 89 24 22 460	muenchen@loropiana.com
SPAIN			
Barcelona	Paseo de Gracia 89, Barcelona	+34 934 67 06 68	barcelona@loropiana.com
Madrid	Calle Ortega y Gasset 16, Madrid	+34 91 78 19 393	madrid@loropiana.com
Puerto Banus	Calle Ribera 10, Puerto Banus	+34 952 90 81 50	puerto.banus@loropiana.com

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