

## **Terms and Conditions**

### **GAP Advantages Scheme 2025**

#### **1. Description**

The GAP Advantages Scheme is the GAP loyalty programme that allows members to access dedicated benefits, offers and discounts.

#### **2. Period of validity**

From 01.01.2025 to 31.12.2025.

#### **3. Who can sign up**

Individual customers "consumers" (pursuant to art. 3, comma 1, letter a), Legislative Decree no. 206/2005) who are over 18 years of age and resident in Italy. OVS SpA employees may not take part in the initiative.

#### **4. Where it can be used**

In participating GAP stores/outlets in Italy, recognisable thanks to the dedicated publicity material on display. Not valid for use online (except as stated in paragraph 6.2).

#### **5. How to sign up**

Signing up is free; if you have not already signed up, you can do so by asking to join the programme in one of the participating GAP stores/outlets within the period of validity by providing personal data and contact details, and consenting to the processing of the data required to sign up.

#### **6. Rewards**

##### **6.1 Loyalty Reward**

The consumer who has signed up to the programme between 01.01.2025 and 31.12.2025 will automatically get the Loyalty Reward that gives them the right to a discount <sup>(A)</sup> of 10% on all purchases of any amount made on the day following registration and until 31.12.2025.

To use the discount (within the terms provided) they must – before the receipt is issued – make themselves known to the cashier (by providing surname, name and date of birth or email address or phone number) and ask for the discount to be applied; if not, the Loyalty Reward will not be applied to the member's current purchase.

*<sup>(A)</sup> The discount can be used exclusively in participating GAP stores/outlets in Italy; it cannot be used online; it cannot be used to discount the purchase of a Giftcard or alterations; it can only be used by the member who has a right to it; it cannot be used with other discounts or discount vouchers or offers or sales, unless specified; no cash change will be provided; it cannot be converted into cash. The discount is applied to the final total of the receipt, VAT included, net of any refunds, discount vouchers, etc. If the discount is not used within the terms stated, no refund will be provided in any form.*

##### **6.2 Birthday Discount**

The member has the right to a discount <sup>(A)</sup> of 20% that can be used in the period from 15 days prior to and 15 days following their birthday, as long as this period of use remains within the period from 01.01.2025 to 15.01.2026. The discount can be used only once and on a single purchase (it cannot be divided between multiple purchases).

To use the discount (within the terms provided) they must – before the receipt is issued – make themselves known to the cashier (by providing surname, name and date of birth or email address or phone number) and ask for it to be applied; if not, the Birthday Discount will not be applied to the current purchase for the member; an identity document may be requested.

Furthermore, if the member consents to the processing of their data for marketing purposes no later than the 17th day before their birthday, they will be able to use the birthday discount on [www.gap-italia.it](http://www.gap-italia.it) (as

an alternative to using it in store) under the same terms as above; the code<sup>(B)</sup> to be used online is sent <sup>(C)</sup> by email and/or text.

<sup>(B)</sup> *The discount is valid only once and on a single purchase of any amount on [www.gap-italia.it](http://www.gap-italia.it) (it cannot be applied to more than one purchase); it cannot be used in store; it is not applied to shipping costs; it can be combined with other discounts, discount vouchers, promotions and sales; it does not give the member the right to receive change; it cannot be converted into cash, and it includes VAT, regardless of the rate applicable to the items purchased. The discount will be applied to the final order total, including VAT, net of any returns and vouchers, etc., and net of shipping costs. Failure to use the discount within the time limit does not entitle subscribers to a refund of any form.*

<sup>(C)</sup> *Provided that the member does not withdraw consent to the processing of their data for marketing purposes before the email and/or text message is sent, which will prevent sending. OVS S.p.A. does not assume any liability for non-receipt of the email and/or text message by the customer for reasons that cannot be attributed to OVS S.p.A. (examples included but not limited to: an incorrect or incomplete email address or an email address that is no longer active; a full mailbox; a lack of response to the email from the host computer; a disabled mailbox; a blacklisted email address; a mailbox that automatically sends the email to its spam or junk folder; a mobile number that is incorrect, does not exist, or has been reassigned to someone else; a handset that is switched off and/or unreachable for several days, making it impossible to deliver the text message; restrictions in the handset settings; etc.).*

To use the discount, it is necessary to enter the code received via email/text message in the "Discount Code" field before paying for the order on [www.gap-italia.it](http://www.gap-italia.it) (within the time limit). Discounts cannot be applied to orders that are already in progress.

### 6.3 Additional benefits

During the period of validity indicated in paragraph 2, further benefits may be introduced and the relative details communicated in the manner deemed most appropriate.

### 7. **Additional offers (where applicable)**

Members may receive additional promotional offers (if necessary reserved for specific categories based on the predetermined characteristics and/or based on particular requirements) that will be communicated in the manner deemed most appropriate.

### 8. **In the case of a participating store/outlet closing**

In the case of a participating GAP store/outlet suspending the initiative (e.g. store closure, business sale, etc.), the members can use other stores/outlets that are participating in the initiative. To find their nearest participating store/outlet, members can visit [www.gap-italia.it](http://www.gap-italia.it).

### 9. **Specifications**

Participation in the programme is regulated as outlined in this document. OVS S.p.A. reserves the right to make changes this programme, without prejudice to the rights acquired by members up to that moment; in this case, OVS S.p.A. commits to communicating these changes with at least 30 calendar days of prior notice. Any changes will take effect from the date indicated in the relative communication. An updated version of this document is available on [www.gap-italia.it](http://www.gap-italia.it). If a member does not accept the changes made, they have the right to cancel their enrolment in the programme, a right that they have in any case in any moment.

It is the responsibility of the member to ensure that the contact and participation details are correct and active; if this is not the case the participation in and/or use of the entitled benefits will not be guaranteed.

If there should be any use of methods and/or tools that are fraudulent and/or in violation of what has been established in this document, the members involved will be excluded from the programme and will lose all possible rights. Thus, OVS S.p.A. reserves the right to proceed, in the terms deemed most appropriate and subject to applicable laws, by limiting and suppressing every initiative that has the purpose of eluding the system and the mechanics of the programme.

## **10. Communication**

The communication of this initiative is carried out through participating GAP stores/outlets, through [www.gap-italia.it](http://www.gap-italia.it), and every other means that OVS S.p.A. deems appropriate.

## **11. Processing of personal data**

The personal data provided by the data subject when signing up to the programme, or later, are processed by OVS S.p.A., the data controller, in full compliance with EU Regulation 2016/679 (GDPR), according to the policy provided during enrolment.

## **12. GAPiD**

GAPiD is a digital card that facilitates the recognition of the member and thus allows them to easily access the benefits of this initiative.

Subscription to GAPiD is reserved for natural adults living in Italy "consumers" pursuant to art. 3, comma 1, letter a), Legislative Decree 206/2005.

OVS S.p.A. employees may not take part in the initiative.

GAPiD can be requested at participating GAP stores/outlets with the dedicated tablet; when creating the GAPiD profile a digital card is created and can be used immediately; the holder is sent <sup>(B)</sup> an email confirming the creation of their GAPiD profile with a summary of the data and consent given.

GAPiD is free, does not have an expiry date, is personal, is non-transferable and can only be used by the owner in stores/outlets participating in the programme (indicated in paragraph 4).

To obtain a GAPiD the owner must provide personal data and contact details, which are processed in conformity with privacy regulations.

Purchases made with GAPiD cannot be refunded in cash, except in the cases provided by law.

In the case of theft or loss of GAPiD, a request should be made to have it immediately blocked and to have a new one issued for free from a participating GAP store/outlet with dedicated tablet.

During the period of validity of the initiative, specific benefits, in specific periods, may be added for new GAPiD subscriptions, that will be communicated in the manner deemed most appropriate.

*<sup>(B)</sup> OVS S.p.A. does not assume any responsibility for the members' failure or delay in receiving the email for reasons that cannot be attributed to them (examples included but not limited to: the email address provided being incorrect or incomplete or non-existent or no longer active; the mailbox being full; no reply from the host computer after the email has been sent; the mailbox has been disabled; the email has been added to a black list; the mailbox automatically sends the message to the junk mail or advertising folder; etc.).*

The GAP Advantages Scheme is an initiative promoted and managed by OVS S.p.A.; it is therefore in no way linked, associated or affiliated with initiatives and/or loyalty programmes managed by Gap Inc.

*Initiative excluded from the application of D.P.R. 26.10.2001, no. 430.*