

## BASIC INFORMATION ON DATA PROTECTION

**Data Controller:** ITX MERKEN, B.V.

**Purpose and legal basis:** if you agree, we will publish your photograph and certain personal data (e.g. social media username) on the websites in the countries where BERSHKA operates. We will be legally entitled to use your data because of the **consent** you give us when you reply to the message we have sent to you with the hashtag #yesbershka.

**Data recipients:** we share your data with service providers and collaborators both inside and outside the European Union that support us in sending information; we do so with appropriate guarantees while maintaining the security of your data.

**Rights:** you may withdraw your consent at any time, at no cost, and exercise other rights as explained in clauses 11 and 8 of this document.

**Additional information:** for more information, see clause 8 of this document and Bershka's Privacy Policy, which is available at [www.bershka.com](http://www.bershka.com).

## TERMS AND CONDITIONS

These Terms and Conditions govern the access to and browsing and use of this Gallery.

Through the BERSHKA brand (hereinafter, "BERSHKA"), ITX MERKEN, B.V., a Dutch company with registered offices in Amsterdam, at Nieuwezijds Voorburgwal 307, 1012 RM, and tax identification number NL 855820627B01, offers users the option to provide images, comments, videos and other content (hereinafter, the "Content") using the corresponding sections of the website, mobile app, social media profiles, digital media, newsletters or devices enabled to interact with the online sales platform for products, services and functionalities related to the BERSHKA brand (hereinafter, the "Services").

### 1. Terms and Conditions and acceptance

1.1 You are responsible for accessing, browsing and using the Services under the terms provided for in these Terms and Conditions.

1.2 Where applicable, links to third-party websites and materials and/or Content, are provided solely for information purposes, and we claim no control whatsoever over their content. Accordingly, we accept no liability whatsoever for any loss or damage resulting from such links.

1.3 Publication of the Content is subject to these Terms and Conditions. You must read and accept these Terms and Conditions before using the Services. If you do not agree with the Terms and Conditions, you must not use the Services.

1.4 Using the Services will not establish any kind of contractual relationship between you and BERSHKA.

### 2. Functioning of the Services

2.1 The Content must show (i) BERSHKA clothing or accessories or (ii) people wearing at least two (2) main clothing items or accessories from BERSHKA (main clothing items means trousers, dresses, skirts, coats, jackets, shirts, blouses, etc., and main accessories means bags, shoes, sunglasses, scarves, etc.). You must treat the aforementioned clothing and/or accessories, as well as posting Content, in a diligent and correct manner, avoiding at any time that such clothing and/or accessories, BERSHKA or the "BERSHKA" brand may be harmed, denigrated or otherwise damaged.

2.2 BERSHKA reserves the right to select the Content that you post on any social media related to the BERSHKA world. If you post the Content on Facebook, Tik Tok and/or Instagram, you must make express mention of BERSHKA's official account: @bershka and/or include the hashtag #bershkastyle. In either case, BERSHKA will request your permission to post said Content using the hashtag #yesbershka, which will require you to first read and accept the aforementioned Terms and Conditions.

2.3 The Content that you provide directly or regarding which BERSHKA requests your authorisation will be selected at BERSHKA's sole discretion, without BERSHKA being obliged to use all or any of the Content provided. BERSHKA reserves the right to add or delete text, edit images, and reject, suspend, cancel or delete the publication of the Content.

2.4 Should the Content that is published or provided to BERSHKA be selected, said Content will be shown or appear on the website, mobile app, official social media profiles, any newsletters that are published, and on digital and physical supports or other promotional displays or material related to the sale of BERSHKA brand products via BERSHKA's sales outlets (hereinafter the "Media").

2.5 Given that the use of the Services will entail the Content being shown or appearing on BERSHKA's official profiles, it is recommended that you carefully read the Conditions of Use of these social networks, which can be accessed via the networks themselves.

2.6 Given that other users will be able to see and access the Content, they may choose to share it via suitable platforms using tools enabling them to do so, in accordance with the Conditions indicated on said media. Consequently, by using the Services, you expressly accept and consent to the possibility of the Content that is published and provided to BERSHKA being shared with other users of these platforms.

2.7 On certain dates and in specific markets, the publication of the Content, with the subsequent use of the Services and express acceptance of the Terms and Conditions, will give rise to participation in a competition. The legal terms and conditions (if in force) of said competition are attached here as Annex I.

### **3. Legal age**

The Services may only be accessed and used by persons over 18 years of age. The inclusion of under-18s in the Content is strictly prohibited. By accepting these Terms and Conditions, you declare that you are over 18 years of age, that you have the legal capacity to enter into contracts, and that you take full responsibility for this declaration.

### **4. Amendment of the Terms and Conditions**

BERSHKA expressly reserves the right to amend these Terms and Conditions without prior notice. The amendments introduced are not retroactive in nature.

You acknowledge and accept that it is your responsibility to review the Services and these Terms and Conditions. By continuing to use these Services after such amendments are made, you will be deemed to have acknowledged the amendments to the Terms and Conditions and you will be bound by the new Terms and Conditions.

### **5. Correct use of the Services and restrictions of use**

5.1 You hereby warrant and agree that:

- the Content you provide (i) does not show any third party other than you, without the consent of the third party(ies) in question; (ii) does not reproduce any work created by third parties, without the consent of the third parties in question; (iii) does not depict products, brands, trade names or other industrial property rights of third parties without the consent of these third parties; and (iv) does not

show or depict minors, except if the corresponding Content has been submitted by the father, mother, guardian or legal representative of the minor.

- the Content you provide does not infringe the rights (including, by way of example, intellectual property or industrial property rights, the right to self-image or personal privacy or any other rights) or interests of third parties, or any applicable standard or legislation (whether international, Spanish or other).

- the Content you provide does not contain any element that may be deemed offensive or discriminatory (on grounds of race, religion, gender, sexual orientation or political or trade union affiliation), unlawful, threatening, slanderous, defamatory, obscene, pornographic or indecent or in any other way inappropriate; it does not constitute or encourage behaviour that might be considered criminal or against the law; it does not contain any element that is inappropriate or contrary to good morals and public order; its deliberate aim is not to aggravate other users, and any comments accompanying the Content are not defamatory or derogatory in respect of BERSHKA, any other brand of the Inditex Group, the Inditex Group itself or any third party.

- the Content does not constitute or contain any computer virus, worm, Trojan horse, commercial solicitation, chain letters, mass mail or any other type of spam or any other contaminating elements including, but not limited to, codes or EXE files that can or could be used to access, change, delete or damage the system or IT equipment (software and hardware) belonging to BERSHKA and/or third parties, or the electronic documents and files stored in such a system or IT equipment.

## **6. Limitation of warranties and liability**

6.1 You expressly accept that your use of the Services will be at your own risk.

6.2 BERSHKA will not be held liable for any content created, published and/or provided by users except as stipulated by law.

6.3 Likewise, the Content appearing on the Media may include opinions, statements and other third-party content. Although BERSHKA undertakes to make every effort to ensure the quality of the Services and prevent any error or inaccuracy in the Content, it is not liable for the content of the information included on said Media, or the opinions, comments, assessments or any other declarations included thereon that is not issued directly by BERSHKA. Furthermore, BERSHKA is not liable for reviewing, monitoring or checking said content, for the accuracy and reliability thereof, or for ensuring that it complies with the applicable legislation. The opinions, statements and other material provided by third parties do not belong to BERSHKA but rather to said third parties, and BERSHKA does not support such opinions, statements or material.

The person identified as the contributor of the Content in each case is responsible therefor. You acknowledge and accept that BERSHKA has no control over and will assume no liability for any direct, indirect, incidental or consequential damages that result from the use or misuse by third parties of the information incorporated into the Media.

6.4 Consequently, BERSHKA will not be held liable for Content sent by the user when BERSHKA has no actual knowledge that the information stored is unlawful or damaging to the property or rights of a third party for which compensation may be claimed. As soon as BERSHKA becomes aware that it is storing such data, it undertakes to act with due diligence to remove the data or make it impossible to access.

6.5 Likewise, BERSHKA reserves the right to unilaterally remove the Content hosted on any of the Media when it deems the Content to breach these Terms and Conditions, when there is evidence that the Content infringes any legal provisions or thirdparty rights, when it is deemed prejudicial or is used for advertising purposes (spam), and whenever BERSHKA sees fit.

6.6 BERSHKA reserves the right to suspend the Services for technical repairs or equipment maintenance, as well as to improve the Services themselves.

6.7 In any case, all the rights applicable to users under the laws in force are guaranteed.

## **7. Intellectual and industrial property and assignment of rights to third parties**

7.1 **All intellectual and industrial property rights** over the elements of the Gallery, which include, for example, text, photographs, graphics, images, icons, technology, software, links and other audiovisual or sound content as well as their graphic design and source codes (excluding user Content) **are the property of BERSHKA** or its assignees; under no circumstances may any of the exploitation rights recognised by current legislation be deemed to have been assigned to the user.

7.2 **Publishing Content in the Gallery** and making Content available for use in the Gallery and/or Media implies that you grant BERSHKA a **free worldwide licence** for the **maximum term** of protection lawfully provided for. It also grants third parties all rights of exploitation (of intellectual and industrial property, as well as rights over images, personal name or username on social media, profile photograph or of any other nature), including **rights of reproduction, distribution, public communication, processing and making all such Content available**, for the purpose of **commercial exploitation and/or for advertising purposes**, directly or through third parties, in and/or through all media, formats and forms of exploitation, dissemination, public communication or distribution, presently known or existing in the future. This includes, but is not limited to, the following:

(a) telecommunications networks: via the use of the Content on any global digital data communication and/or transmission network (wired, wireless or any other type) such as, for example, the Internet or mobile telephony networks, including websites or pages belonging to or under the direct or indirect control of BERSHKA and/or the Inditex Group, and any other website (including, but not limited to, **www.tmall.com, www.asos.com, www.vente-privee.com, www.privalia.com, www.ssg.com, www.zalando.com, www.trendyol.com and www.wildberries.ru**), social interaction page, blog, personal profile or similar, whether under the control of BERSHKA and/or the Inditex Group or otherwise, as well as via the use of the Content for advertising purposes on and/or via digital media such as banners, newsletters or other online advertising spaces.

(b) points of sale, labelling and digital supports: by the full or partial inclusion of the Content by BERSHKA or any third party authorised thereby, in/on screens, TV/computer monitors and similar devices, catalogues, leaflets, signboards, displays, sleeves, stands, projections, shelves, posters both inside and outside all points of sale or shopping centres and/or buildings that include the points of sale, on labels and on digital supports or other promotional material displayed or related to the sale of the products via the points of sale.

(c) other: by the inclusion of the Content (for information or any other legitimate purpose) by BERSHKA or any third party authorised thereby, in reports or articles published in newspapers, magazines or any other type of publication and/or written and/or digital medium.

For clarification, by virtue of the above, BERSHKA will, among other possible uses, be authorised, either directly or via third parties, to: (1) provide tools (such as “share on” tools) through which internet users may electronically reproduce, share or link to the Content on the websites of the points of sale, including the [www.bershka.com](http://www.bershka.com) website, on or through the spaces and/or pages that these users might have on social media (such as YouTube, Facebook, Instagram and Flickr), and on similar online social interaction services, and (2) **allow the Content to be downloaded** by said internet users for private purposes.

## **8. Data protection**

You consent to your personal data, including data that may be derived from the Content (together, the “Data”) that is provided via the different routes available to users, being processed by ITX MERKEN, B.V., as Data Controller, for the purposes of sharing the data across the internet, including, among other

media, the websites in the countries where BERSHKA operates, social media, and other types of communication media used to advertise the brand.

To achieve the aims indicated, BERSHKA needs to provide access to your personal data to Inditex Group entities (for example, the companies responsible for the websites in the countries where BERSHKA operates or the company acting as the distribution hub for the BERSHKA brand in Spain) and third parties that support the services that BERSHKA offers, such as technology services and user content generation services. In the interest of efficiency, some of the aforementioned providers are located in regions outside the European Economic Area, such as the United States, that do not provide the same level of data protection as the European Union. In these cases, BERSHKA informs you that it transfers your data with **sufficient guarantees and always maintains the security of your data**. BERSHKA has signed **Standard Contractual Clauses** approved by the European Commission with these providers, the content of which can be consulted using the following link: [Standard contractual clauses for international transfers | European Commission \(europa.eu\)](https://ec.europa.eu/standard-contractual-clauses-for-international-transfers/)

Your data will be retained whilst the Service is operational and, in any case, until you withdraw your consent.

You may exercise your right of access and rights to rectification, erasure, restriction of processing and data portability by emailing [dataprotection@bershka.com](mailto:dataprotection@bershka.com), specifying "Image" and your country in the subject line. If necessary, BERSHKA may ask you for additional information in order to be able to identify you as a user.

After providing your consent, should you wish to withdraw it, you may do so by sending an email to [IM@bershka.com](mailto:IM@bershka.com) describing the purpose of your request, as explained in point 11 of these Terms and Conditions. Likewise, you may request the removal of your Content at any time as explained in points 11 and 12 of these Terms and Conditions.

Finally, we inform you that you may contact the Data Protection Officer for any query related to data protection by emailing [dataprotection@bershka.com](mailto:dataprotection@bershka.com) and that you are entitled to **lodge a complaint** with the relevant **data protection supervisory authority**: [http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index\\_en.htm](http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm)

For more information on the use of your data, please see BERSHKA's privacy policy at [www.bershka.com](http://www.bershka.com)

## 9. Confidentiality

During the period of validity of these Terms and Conditions and for two (2) years thereafter, neither party may disclose the Confidential Information of the other party to third parties without the prior written consent of the other party. There is no breach of confidentiality by either party if the information disclosed was already in the public domain or if the information was (i) developed independently without access to the Confidential Information of the other party; (ii) lawfully received from a third party, or (iii) required to be disclosed by virtue of the law, a court order or the order of a competent authority. For these purposes, Confidential Information will be understood as any information of any nature and in any form, format or medium relating to BERSHKA, any company of the Inditex Group or the Inditex Group itself, or to the other party, regardless of whether said information is identified or classified as confidential or not.

## 10. Reporting abuse

If you consider any of the content provided in the Media to be offensive, unsuitable and/or infringing your rights as recognised in current legislation, you may report the content by sending an email to [contact@bershka.com](mailto:contact@bershka.com).

BERSHKA will then be able to investigate the veracity and origin of your request and review the material in question, contacting you by email if necessary and permanently deleting the content if your request

is accepted or reinstating it if it is rejected, provided that the author has not deleted it from social media in the latter case.

Finally, if you prefer, you may make any complaint related to the content included on the Media by emailing [contact@bershka.com](mailto:contact@bershka.com). In this case, BERSHKA will also investigate the veracity and origin of your request and examine the material in question.

#### **11. Deletion of content**

You may request the deletion of the content generated by you by sending an email to [IM@bershka.com](mailto:IM@bershka.com) describing the purpose of your request. BERSHKA will only use your email address if it is necessary to contact you in order to process your request.

The content will be removed automatically as soon as your request has been received and processed, although the material may remain visible for approximately 24 hours. Without prejudice to the above, Content already available to the public on any type of social network as a consequence of the use of the Content on that social network during the period between you granting your consent and you correctly submitting your request to delete the Content may remain available indefinitely, although new uses of the Content will not be initiated under any circumstance.

#### **12. Opting out of the Services**

If you do not want the Content generated by you to be posted by BERSHKA, you must (i) stop uploading Content expressly mentioning the official Bershka account: [@bershka](https://www.instagram.com/bershka) or using the hashtag [#bershkastyle](https://www.instagram.com/bershkastyle) and (ii) send an email with your request to [IM@bershka.com](mailto:IM@bershka.com). Upon receipt of the communication, BERSHKA will stop assessing your Content for selection.

#### **13. Place of jurisdiction and applicable law**

All questions arising between BERSHKA and you with regard to the interpretation of, compliance with and validity of the Terms and Conditions will be governed by the clauses thereof and, where not provided for, in accordance with Spanish legislation, the parties submitting expressly to the non-exclusive jurisdiction of the Spanish Courts and Tribunals.