

Basic Information On Data Protection For Participants

Data controller: Bershka BSK España, S.A.

Lawful basis and purpose: If you decide to participate in the Promotional Event, we will use your data to manage your participation in this Event and the running of it, and to communicate with you if you are awarded a prize.

The lawful basis for processing your data is the fulfilment of the conditions set out in these Legal Terms and Conditions.

Data recipients: We share your data with service providers and collaborators both within and outside the European Union that support us in managing the Promotional Event. We do this with the appropriate guarantees in place and while keeping your data secure.

Rights: You have the right to access, amend or delete your personal data, as well as other rights, as described in Clause 15 of these conditions, which you can exercise by sending an email to dataprotection@bershka.com. So that we can deal with your request, please indicate which right you wish to exercise and state the reference "GIVEAWAY: TRIP TO RIO DE JANEIRO INCLUDING FLIGHTS, TICKETS TO THE OPENING PARTY CELEBRATING THE OPENING OF THE FIRST BERSHKA STORE IN RIO DE JANEIRO, HOTEL, AND MORE, FROM AUGUST 25 TO 29, 2026".

Additional information: Please read all of the privacy-related information included in [Clause 15 of these Terms and Conditions](#) as well as the Privacy Policy, which are both available at www.bershka.com.

GIVEAWAY: TRIP TO RIO DE JANEIRO INCLUDING FLIGHTS, TICKETS TO THE OPENING PARTY CELEBRATING THE OPENING OF THE FIRST BERSHKA STORE IN RIO DE JANEIRO, HOTEL, AND MORE, FROM AUGUST 25 TO 29, 2026

One.- BERSHKA BSK ESPAÑA, S.A., a sole shareholder company, with registered office at Avenida de la Diputación, Edificio Inditex, Arteixo, A Coruña, registered with the Mercantile Registry of the province of A Coruña, in Volume 1,980 of the Archive, General Section, Folio 179, Sheet C-19,163, with Tax Identification Number (N.I.F.) A78276854, contact telephone number 0 808 234 02 09 and email address contact_gb@bershka.com (hereinafter, the "Promoter"), launches this Promotional Action (hereinafter, the "Promotional Action"), which is governed by these terms and conditions (hereinafter, the "Terms").

Description of the Promotional Event:

- **Organisational and promotional methods:** The Promotional Event is organised through the Bershka website, with communications made via newsletters and the Bershka app, hereinafter jointly referred to as the "Website".
- **Scope of participation:** Any natural person legally residing in Spain, France, the United Kingdom, the Netherlands, Germany, Luxembourg, Austria and Switzerland, who meets the participation requirements set out in Clause Two of these Terms (hereinafter, the "Participants").
- **Description and theme of the Promotional Event and the participation procedure:**

The Promotional Campaign consists of one (1) prize draw for one (1) trip, including flights, hotel accommodation, one (1) ticket to the opening party celebrating the opening of the first Bershka store in Rio de Janeiro, and more, taking place from August 25 to 29, 2026. Participation in this prize draw is directly linked to the user providing their email address (no subscription is required; users may subscribe only if they choose to do so proactively).
- **Participation dates:** From July 23, 2026, at 10:00 a.m. (local time) to July 29, 2026, at 11:59 p.m. (local time).

- **Date for making the prize draw:** July 30, 2026
- **Method for selecting the winners:** One (1) winner will be randomly selected from among all Participants to receive one (1) trip for two (2) people, including flights, hotel accommodation, and other experiences (hereinafter referred to individually as the "Winner" and collectively as the "Winners").
- **Prize:** One (1) trip to Rio for two (2) people, including flights, hotel and more (hereinafter, the "Prize").
- **Approximate value of the Prize:** The Prize for two people is valued at approximately €5,000.
- **Date and place in which the Winners of the Promotional Event will be published:** Winners shall be notified by email and/or telephone on July 30 2026.
- **The period within which Winners must respond to the Promoter's communications:** Winners have a 24-hour period, counting from when the first communication is sent, to accept the Prize by replying to the Promoter's communications informing them that they have won.

Two.- Any person may be a Participant if they fulfil the requirements set out in these Terms and Conditions and (i) are over the age of 18; (ii) have the legal capacity to submit and give consent under the law applicable to them; (iii) are a legitimate user of the social media platform in which, where applicable, the Promotional Event is held (hereinafter, the "Social Media Platform"), in compliance with the terms and conditions of use for this Social Media Platform; (iv) have read and accept these Terms and Conditions, and (v) comply with the participation procedure established in these Terms and Conditions, providing information that is true and complete as well as submitting the details required by the Promoter to manage the Promotional Event in question. Employees of the INDITEX Group may not participate.

Users must be registered with the BERSHKA MMBRS loyalty programme in order to participate.

The Promotional Event is free, meaning that Participants do not have to spend any money in order to take part, and do not have to purchase any service or product prior to participation.

Likewise, for any Participants who request this, and who are so entitled under the law applicable to them, the Promoter shall reimburse the connection costs required for participating in the Promotional Event, up to a maximum of 3 minutes of connection per Participant. Free connections do not entitle Participants to reimbursement. Reimbursement requests must fulfil the following requirements: (i) a written request must be sent to the Promoter at the address set out in Clause 1 within 15 days from the end date for the Promotional Event; (ii) the name, postal address and email address of the requester must be stated; (iii) a copy of the bill from the service provider indicating the connection costs incurred for participating in the Promotional Event must be enclosed; (iv) details of the bank account to be credited must be supplied.

At the request of the Participant, in the event that they are entitled to this under the law applicable to them, the delivery costs applicable at any time shall also be reimbursed (at a weight of 20 grams). Reimbursements shall be made within 60 days from the request being received, once checks have been performed to ensure that the stated requirements have been met, including the adequacy of the information provided with information arising from participation in the Promotional Event.

Three.- Participants take part in the Promotional Event at their own risk and responsibility. The Promoter reserves the right, at any time, to demand proof that Participants have fulfilled the requirements specified in any of the clauses in these Terms and Conditions.

Four.- The Promoter shall manage the Promotional Event through the Website, using all kinds of internet resources and media, including any of the Promoter's web pages or web pages belonging to the Inditex Group, as well as their respective blogs and social media profiles (hereinafter jointly referred to as "Web Media"), in order to manage the Promotional Event and promote it as widely as possible.

Five.- If circumstances prevent them from being fulfilled, the Promoter reserves the right to modify these Terms and Conditions partially or in full, subject to prior public notice through the Website or any other medium where the Terms

and Conditions have been published, with the aim of preventing any damages for Participants, including the deposit thereof with officials or national authorities, as well as to pause or end the Promotional Event at any time. These Terms and Conditions shall be made publicly available through the Website so that Participants can consult them. They can be sent free-of-charge to Participants who request them via a letter sent to the address set out in Clause 1 and for whom this right is set out in their national law.

Six.- If the Promotional Event involve Participants submitting any materials that are likely to generate intellectual (including copyright) or industrial property rights, rights to honour, the right to personal and family privacy, personal image rights or rights of any other nature, including, without limitation, photographs, videos, or any other type of work (hereinafter, the “Materials”), the following requirements must be fulfilled: (i) the Materials may be of any nature, provided that the motive is one of those set out in these Terms and Conditions; (ii) the Materials must not show or reproduce the image of anyone under the age of eighteen (18) years old; (iii) the Materials must not show or reproduce the image of any third parties. If, under exceptional circumstances, the Competition involves materials needing to include the image of a third party, the participant must obtain the prior express consent of this party in relation to submitting the Materials for the Promotional Event, using their personal image for commercial, advertising or similar purposes and for the purposes of promoting this Promotional Event, and granting the licence established in these Terms and Conditions. Participants must send the document certifying that third party consent has been obtained to the address set out in these Terms and Conditions, as established by the Promoter; (iv) the Materials must not illegally reproduce another person’s work, with this understood to mean work not authorised by the author or the Law, and any third-party product, brand or other distinctive sign; (v) in accordance with the Promoter’s criteria, the Materials must not be illegal, offensive, defamatory, inappropriate or contradictory to current law, morals or public order; (vi) the Materials must not breach any of the policies or conditions of the Social Media Platform.

Similarly, if the Promotional Event involve Participants submitting Materials, then participation in the Promotional Event shall involve and constitute the following: (i) every Participant shall grant a free, worldwide licence to the Promoter for the Promoter, and/or any third party authorised by the Promoter, to use the Materials (including the rights to reproduction, public communication, dissemination and transformation of the Materials), through Web Media and solely for the purposes of publicising the Promotional Event, which shall apply throughout the running of the Promotional Event and the six (6) months directly following its completion; (ii) every Participant shall grant a free, worldwide licence to the Promoter, for and on behalf of themselves and for and on behalf of third parties appearing in the Materials, for the Promoter and/or any third party authorised by the Promoter, to use the image included in the Materials, through the Web Media and solely for the purposes of publicising the Promotional Event, which shall apply throughout the running of the Promotional Event and the six (6) months directly following its completion.

The licences granted in accordance with the above are understood to be granted with the power to be assigned to third parties (exclusively for the essential purposes of implementing, running and managing the Promotional Event, in accordance with the provisions of these Terms and Conditions); and for a period extending from the start date of the Promotional Event until six (6) months from the date on which the Winners of the Promotional Event are published on the Website. Once this period has ended, the Promoter shall cease use of any of the items covered by the licences established in this Clause. However, if these items continue to be used unintentionally in Web Media, this shall not constitute a breach, provided that the Promoter adopts reasonable measures to ensure that they are removed and their use ceases, once the set period has come to an end or when use of these items, due to their nature, extends beyond the stated period. Participants recognise and accept that, given the specific nature of the internet and the inherent characteristics of the digital environment in which the Promotional Event is being run, once the Materials are published through the Website, these Materials, as well as the other items covered by the licences established in this Clause, may remain available online, with no limitations in terms of time or territory and beyond the control and responsibility of the Promoter.

Clause Six BIS.- Image Rights of the Winners and Their Guests During the Enjoyment of the Prize

Given that the Promotional Campaign Prize may consist of a “SPECIAL EXPERIENCE” including, among other elements, flights, transfers, tickets to concerts or events, meals, dinners, accommodation, activities or in-person experiences in different destinations, the Winners expressly accept that (i) they will attend voluntarily and that (ii) the enjoyment of the Prize may be photographed, filmed or otherwise recorded by any audiovisual means by the Promoter or by third parties authorised by the Promoter (hereinafter, the “Recording”). Consequently, the Winner voluntarily accepts the capture of their voice and personal image/appearance in the Recording.

For these purposes, the Winners hereby authorise the Promoter and/or the company that may be engaged to produce the filming and/or Recording, free of charge, on an exclusive basis and worldwide, to capture, reproduce, distribute, publicly communicate, make available to the public and exploit their image, voice, name, statements and any

audiovisual or photographic content obtained during the total or partial enjoyment of the Prize, including travel, activities, experiences, meals, events or concerts associated therewith, for advertising, promotional, corporate or communication purposes related to the Promotional Campaign, the Promoter's brand or future similar promotional campaigns, in any media, platform or format currently known or developed in the future, including, without limitation, websites, social media, digital platforms, audiovisual channels, press releases, commercial communications and internal or external promotional materials.

The above authorisation is granted for a period of five (5) years from the date on which the relevant Prize is enjoyed.

In the event that the Prize includes the participation of one or more guests in the experience, it shall be a necessary condition for enjoying the Prize that such guests provide, in advance, their express consent to the capture and use of their image and voice under the same terms set forth in this clause. The Promoter may require such authorisation to be formalised in any document or format it deems appropriate. Should such authorisation not be provided, the Promoter may limit or prevent the recording or capture of content in which such guests appear, or condition participation in the experience upon acceptance of the corresponding terms, to the extent legally permitted.

Acceptance of the Prize by the Winner shall also imply their consent to reasonably participate in communication activities linked to the delivery or enjoyment of the Prize, including the possible taking of photographs, videos, testimonials or statements related to the experience, always within the limits established by applicable law.

The Winners acknowledge and accept that the Promoter, directly or through third parties, shall have absolute discretion to decide (a) whether or not the Recording and, consequently, their personal image/appearance will be used, and (b) where applicable, whether the Recording and, consequently, the personal image/appearance of the undersigned reproduced therein, will be used independently or together with the image/appearance of third parties, and whether or not the Winner's image/appearance will be identifiable.

The refusal of the Winner or, where applicable, their guests, to be recorded or photographed shall not entitle them to any financial compensation or replacement of the Prize, without prejudice to the fact that the Promoter may adopt, where reasonably possible, organisational measures to respect such decision without undermining the promotional and documentary purpose of the Promotional Campaign.

Likewise, the Winner expressly acknowledges and accepts that under no circumstances shall the authorisation granted in this declaration generate any right, for themselves or for third parties, to receive any remuneration whatsoever beyond the Prize described in these legal terms and conditions.

Seven.- Regardless of any other measures established in these Terms and Conditions, breaches of any of the terms set out in these Terms and Conditions, during any stage or at any time during the Promotional Event, may result in the Participant being disqualified and/or the Materials in question being removed, depending on the case and at the Promoter's full discretion.

Eight.- The Prize is personal and non-transferable, and under no circumstances can it be redeemed for money or any other goods or services. The Prize is solely and exclusively made up of the items set out in these Terms and Conditions, meaning that the Promoter shall not assume any additional costs other than those set out in the Terms and Conditions.

Nine.- On the date on which the Winners of the Promotional Event are published, as set out previously, the Promoter shall publicly announce the Winners of the Promotional Event on its Website and will contact each of the Winners to inform them that they have won and to coordinate delivery of the corresponding Prize, using the email addresses that were supplied as part of the Promotional Event. For the purposes of publicising the results of the Promotional Event and its Winners, the Promoter shall be authorised to disclose the Winners' names on the Website and in Web Media. Likewise, the Promoter shall be authorised to interview, photograph and/or record the Winners, either directly or via third parties, when they receive the Prize and/or when they are using it. The Winners shall cooperate with the Promoter for this purpose and consent to the material in question being used under the same conditions as those outlined in these Terms and Conditions in relation to the Materials, as well as to them being published through any written medium including, but not limited to, newspapers, magazines and newsletters.

Ten.- Winners shall be deemed to have withdrawn and waived their right to the Prize if they do not respond (or do not do so satisfactorily) to communications from the Promoter within the period established in Clause 1 of these Terms and Conditions, as well as if it is not possible to deliver the Prize to the Winners due to reasons beyond the Promoter's control. In such cases, in the same way as when any of the Winners waive their right to the Prize, the Promoter, where appropriate, shall award it to a replacement. In other instances, the Promoter shall have absolute freedom to award the Prize to another Participant or to declare the Promotional Event null and void. Under no circumstances shall the expiry

of the period set out in this Clause or the withdrawal constitute grounds for invalidating or revoking the licences granted under these Terms and Conditions.

The Prize shall be delivered in the legally established time and manner. In order to deliver the Prize, the Promoter shall require proof of identity from the Winners. The delivery and use of the Prize may be conditional upon the Winners signing a prize acceptance document in advance, containing text which shall, in any case, be tailored to the provisions of the Terms and Conditions. Failure to fulfil this requirement, if it is requested by the Promoter, may entail the express surrender of the Prize and it being assigned to the relevant persons, as per the previous paragraph, or the Promotional Event being declared as null and void, depending on the case.

Tax law may require withholdings or payments on account to apply for the Prize, and may require the Winners to sign certain tax documents relating to these withholdings or payments on account. In any case, the Winners will be liable for any fees, taxes or similar amount which, as per the applicable law, they must pay. Therefore, the Promoter shall be released from any of the Winners' tax liabilities.

Eleven.- Participation in the Promotional Event entails and constitutes, in addition to any other aspect mentioned in these Terms and Conditions: (i) the acceptance of these Terms and Conditions and the terms of use for the Social Media Platform; and (ii) the Winners granting authorisation to the Promoter, and/or any third party authorised by the Promoter, to use their own name for the purposes of publishing the names of the Winners on the Website and in Web Media.

Twelve.- By participating in the Promotional Event, Participants state and guarantee that: (i) they accept these Terms and Conditions; (ii) they shall comply with all of the necessary requirements for the purposes stated herein; (iii) the information and/or data provided as part of the Promotional Event is true and correct; (iv) they have all the necessary authorisations and licences in writing, in accordance with the provisions of these Terms and Conditions, and/or are the owners of all the rights (including, but not limited to, industrial or intellectual property rights, rights to honour, the right to personal and family privacy, personal image rights or rights of any other nature) to the Materials; (v) if necessary, they have obtained, in writing, from the third parties that appear in the Materials, the right to use their personal image included in the Materials and the right to transfer or assign this right to any other third party, with the necessary extension to enable use of the Materials through the methods set out in Clause Four and solely for the purposes of promoting the Promotional Event; and (vi) the Materials: (a) do not infringe the rights (including, without limitation, the industrial or intellectual property rights, rights to honour, the right to personal and family privacy and personal image rights) of third parties, (b) do not include phrases, images, or any other elements that may breach the privacy, personal image or honour rights of another person, and (c) do not violate any applicable law.

On the basis of the above, Participants shall compensate the Promoter and/or any other Inditex Group company for all costs or damages resulting from: (i) any complaint of any nature made by third parties alleging that the Materials infringe their rights; (ii) inaccurate or dishonest information and/or data provided and/or disclosed on the Website, in Web Media or via any other methods used as part of the Promotional Event; or (iii) failure to comply with any of the guarantees, promises or assertions established in these Terms and Conditions.

Thirteen.- Without prejudice to the provision of the previous clause, the Promoter shall have the right to: (1) block and remove any of the Materials available on the Website, in Web Media, or in any of the other media used as part of the Promotional Event that, in its opinion: (i) could be considered illegal, offensive, inappropriate or contradictory to morals or public order, or that in any other way could be considered to infringe the rights of third parties and/or any other applicable law; (ii) for any reason hinders or impedes participation in the Promotional Event and access to the Website, Web Media or any other media used as part of the Promotional Event; or (iii) infringes any of the provisions set out in these Terms and Conditions; (2) at its discretion, prevent access to the Website, Web Media or any of the other media used as part of the Promotional Event, for Participants which, in its opinion, have breached any of the stipulations or guarantees established in these Terms and Conditions.

Fourteen.- The Promoter shall not be held liable for: (i) defects, crashes or malfunctions in the telecommunications systems, Application, Website, Web Media, or any other media used as part of the Promotional Event, nor for any delays in Materials being transmitted, nor for any losses of Materials that may result from any of these circumstances; (ii) defects, damage or losses that Participants may experience as a result of using the Application or the third-party software applications required to participate in the Promotional Event, or other Applications that are installed on the Website, Web Media or any other media used as part of the Promotional event; (iii) use that third parties, including Internet users, may make of the Materials that are publicly disseminated as part of the Promotional Event. The

Promoter shall not be liable for delays, losses or impairments due to circumstances that cannot be attributed to it. Similarly, the Promoter shall not be liable in cases of force majeure (such as industrial action) that may prevent Winners from using, fully or partially, the Prize. The Promoter shall be fully exempt from any liability if any of the cases set out should occur, as well as from any liability for damages arising from the enjoyment of the Prize.

Fifteen.- Privacy Policy for the Promotional Event.

The personal data provided by Participants in order to participate in the Promotional Event, via the procedure detailed in these Terms and Conditions, will be used by the Promoter in its capacity as the data controller, as well as by the entities listed as being owners of the Websites in the various countries where the Promotional Event is being held, for the purpose of implementing, running and managing the Promotional Event and, in line with the dynamics of the Promotional Event, to publish its name and image on the internet on the Website and in Web Media, with regard to implementing and running the Promotional Event and commercially using or promoting its results. The legal basis for processing this data is the execution of the provisions established in these Terms and Conditions.

Likewise, to comply with the stated purpose, Participants and Winners are hereby informed that it is necessary for the Promoter to grant access to their personal data to Inditex Group entities insofar as they are directly involved in the implementing, running and publicising the Promotional Event (whose activities are related to the decoration, textiles, clothing and home goods sectors, as well as any complementary sectors to these examples, including cosmetics and leather, as well as the development and support of e-commerce activities) and to third parties that support the Promoter in managing the Promotional Event, such as technology services, as well as, if necessary due to the dynamics of the Promotional Event, to third party professionals associated with the logistics/transport/courier sector and/or third party collaborators in order to provide access to the prize.

In certain cases and in the interest of efficiency, some of the aforementioned providers may be located in regions outside of the European Economic Area, where the same level of data protection as that of the European Union is not provided. In such cases, Participants are informed that their data will be transferred with the appropriate safeguards and with due regard to the security of the Participants' data, as in Standard Contractual Clauses. Participants can view the content of these clauses by clicking on the following link: https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en

In the event that, within the scope of the Promotional Event, Materials are submitted that reproduce or, in any other way within the scope of the Promotional Event, provide third-party personal data, the Participants guarantee that they have informed said third parties and, where necessary, have obtained the necessary consent for the purposes described in these Terms and Conditions, including publishing their name, profile and user name on Social Media Platforms and their image on the internet on the Website or in Web Media, for the purpose of implementing and running the Promotional Event and commercially using or promoting its results. The Promoter reserves the right to demand proof from the Participants and/or Winners of their compliance with the aforementioned requirements in order to process their personal data.

Once the Promotional Event has ended, and once any and all of the actions or promotions associated with it have ended, the personal data collected in the corresponding databases for the purpose of managing the Promotional Event, shall be deleted within a period of six (6) months, including the Participant's personal data or that of third parties that may be contained in the materials, except in those cases where, due to the nature of Web Media and the inherent characteristics of the digital environment in which the Promotional Event is held, may remain available on the Internet, the authorisation of the rights mentioned in Clause 6 of these Terms and Conditions will be maintained.

Data protection rights: In all instances, Participants, Winners and/or third parties can exercise their right of access or their rights to amend, erase and restrict data processing and data portability, and any other right that may correspond to them according to the data protection laws applicable, by sending an email to dataprotection@bershka.com, with the reference **"GIVEAWAY: TRIP TO RIO DE JANEIRO INCLUDING FLIGHTS, HOTEL, AND MORE, FROM AUGUST 25 TO 29, 2026"** in the subject line and indicating which right they wish to exercise. Where necessary, the Promoter may request additional information in order to identify the requesting party.

Likewise, Participants and/or Winners can contact the Data Protection Officer regarding any queries related to data protection by sending an email to dataprotection@bershka.com. Equally, if they are located in the European Economic Area, Participants have the right to file a complaint with the relevant data protection authority: https://edpb.europa.eu/about-edpb/board/members_en.

More information: For further information on the use of personal data, Participants and/or Winners can consult the Bershka Privacy Policy which is permanently available at www.bershka.com

Country-specific data protection provisions:

Germany:

Data protection rights:

- Access: the right of access is limited in accordance with Section 34 of the German Federal Data Protection Act. The right to access, for example, does not apply if the data (a) was collected only because it cannot be deleted due to legal provisions covering data retention, or (b) only serves to monitor data protection or data safeguarding and providing this information would require a disproportionate effort, and the adoption of the corresponding technical and organisational measures makes processing for other purposes impossible.

Deletion: the right to delete, in accordance with Section 35 of the German Federal Data Protection Act, does not apply, for example, in the case of non-automated data processing; this would be impossible or would involve a disproportionate effort due to the specific storage method. It also does not apply if your interest in deletion can be regarded as minimal. In this case, you may have the right to limit the processing of your data.

France:

Data protection rights: You also have the right to determine the rules governing what happens to your data once you die.

Italy:

Data protection rights: We would like to state that some situations (pursuant to Article 2 of Legislative Decree No. 101 of 10 August 2018, which implements the GDPR in Italy), such as when the data controller must take legal action before the courts, may affect and delay, restrict or disqualify you from exercising your data protection rights. If any of these situations occur, the data controller will issue a reasoned explanation immediately. You will be able to contact the Data Protection Authority to check whether the delay, restriction or disqualification from exercising your rights is legally justified.

Sixteen.- The Promotional Event is in no way sponsored, endorsed, managed by or associated with the Social Media Platform. Participants fully absolve the Social Media Platform of any liability. The information provided by Participants as part of the Promotional Event is not provided to the Social Media Platform, but to the Promoter.

Seventeen.- These Terms and Conditions are governed by Spanish law. If any discrepancy arises between the versions of the Terms and Conditions in different languages, the Spanish language version shall take precedence.

Eighteen.- These Terms and Conditions are applicable to the Participants without prejudice to compliance with any compulsory regulations that may be applicable.

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