

Prize contest rules

“PRIMIGI 50”

The definitions used in these rules maintain their validity in the singular and plural, masculine and feminine. Exclusively for editorial reasons, to avoid double declension, the masculine form is used.

PROMOTING COMPANY

The present prize Contest (hereinafter, “Contest”) is launched by IMAC S.p.A. with registered office in Montefiore dell’Aso (AP) - Via Menocchia, 27 and administrative headquarters in Corciano (PG) – Via Sandro Pertini, 6 Tax Code and VAT number 00985500446 (hereinafter, “Promoter”). The Promoter is the owner of the “Primigi” brand (hereinafter, “Primigi”).

TYPE

Prize draw, with no purchase required to participate, with the prizes awarded through:

- immediate winning discovery managed via a specifically programmed software and subject to a suitable declaration certifying absolute randomness in the determination of winning participations (hereinafter, “Instant Win”)
- final draw.

DURATION OF THE CONTEST

It will be possible to participate in the Contest from 25/03/2026 to 24/12/2026 (hereinafter “Promotional Period”). The final draw will be carried out by 25/01/2027.

PURPOSE OF THE CONTEST

The Contest has the purpose of promoting the Primigi brand, without obligation to purchase the related products for participation purposes, to celebrate the 50th anniversary of the brand itself.

RECIPIENTS AND EXCLUSIONS

Given that:

- the registration for the purpose of participating in the Contest must take place through the dedicated website active at www.primigi50.com (hereinafter, “Website”);
- access to the Website and the relative registration are free, without prejudice to the prior connection to the Internet network, from a mobile or fixed network (including public Wi-Fi networks).

The Contest is aimed at all adult Internet users, resident or domiciled in European Union countries or in Norway, Switzerland, United Kingdom, Moldova, Ukraine, Republic of San Marino and Vatican City, who exercise parental responsibility for at least one son or daughter up to the age of 12 (hereinafter, “Child”) and are also users of the social network Instagram (hereinafter, “Users”). As previously indicated, the definition of “Child” applies indifferently to the minor for whom the User has parental responsibility.

The following are excluded from the possibility of participating in the Contest:

- those who use computer automatisms or so-called bots or robots aimed at evading the control systems on participation in the Contest;
- employees or managers of the Promoter, of the delegated subject (as identified in the “Final Notes of these rules” section) and of the supplier of the services necessary for the technical management of the Contest;
- those who do not fall within the definition of Users.

TERRITORIAL SCOPE AND APPLICABLE LAW

It is premised that the Contest will take place, with the procedures detailed below, exclusively via the Internet and the Website that will acquire the participation titles will be resident in a technological infrastructure allocated within the Italian national territory. This being stated – given that the Contest will take place entirely and exclusively in Italy as, in this territorial scope, both the collection of participations as well as all the procedures for assigning the promised prizes will occur – the applicable law is exclusively Italian.

PRIZES TO BE WON THROUGH FINAL DRAW

Regarding the prizes described below, **the attention of potential participants is drawn to the fact that:**

- 1) the Contest, from a legal profile, is a promise of prizes to the public with which the promisor (Promoter) assumes obligations towards the promisees (the participants), including those who result as winners with the procedures set out in the rules
- 2) the Promoter fulfills its obligations towards the winners by delivering the respectively won prize
- 3) pursuant to the regulations in force in Italy, to guarantee the payment of the promised prizes, a security must be issued (fidejussive bond in the case of this Contest) in favor of the Guarantor Authority (Ministry of Enterprises and Made in Italy)
- 4) the prizes listed below all consist of vouchers valid to enjoy services in the tourism sector, as respectively described, giving the respective winners the possibility to choose the time period of enjoyment (by contacting the supplier of the vouchers directly and subject to verification of availability, except for some minimal specifically indicated exclusions) and, in the indicated cases,

the tourist structure; it follows that, for the sole purposes of the obligation of the fidejussive bond referred to in the previous point 3), the Promoter – in a precautionary and cautionary way – has valued the prizes considering full rates applicable to the aforementioned services

- 5) by reason of what is stated in the previous point 4), nothing will be due to winners who choose a time period for the enjoyment of the prize from which a valuation lower than the cautionary estimated value
- 6) The vouchers (prizes), which will be sent to the respective winners via email, will be marked with a unique code and will be bearer instruments. The voucher will not be subject to replacement in case of loss or eventual theft or unauthorized access to the device in use or to the mailbox. It will therefore be the sole responsibility of the subject who resulted as a winner to adopt the appropriate security measures to correctly keep the voucher as well as to avoid unauthorized access to their access device to the e-mail box as well as, more generally, to their e-mail account
- 7) the vouchers will be canceled at the time of booking the services to which they give right
- 8) the enjoyable services through the respectively won voucher will be provided by the respective supplier indicated in them; the Promoter, once the delivery of the vouchers has been fulfilled, will therefore not be responsible for the provision of such services nor for any cases of force majeure (by way of a purely exemplary title: socio-political events, catastrophes, etc.) that may prevent or impact such tourist services
- 9) since these are vouchers prepaid by the Promoter, in case of failure to enjoy them within the expiration date, there will be no right to replacement with another prize or refund.

Through the final draw, the following will be assigned during the Promotional Period:

1st to 2nd prizes: voucher valid for an MSC Cruise, lasting 8 days and 7 nights, with full board treatment, for two adults and a maximum of two children under 12 years of age not yet reached at the start date of the cruise. Winners will be able to choose between three itineraries: Western Mediterranean Cruise, Eastern Mediterranean Cruise, Northern Seas Cruise. Medical-baggage insurance is included.

Once the voucher is received, the booking must take place through Bluvacanze (via call center or via e-mail according to instructions indicated in the voucher itself), which will confirm the availability of the cabin on the requested dates. The winners may board the ship at any port on the itinerary, provided that boarding and disembarkation occur at the same port. The cruise must be carried out by December 31, 2027. Any additional services can be purchased at the winner's expense at the time of booking.

Transport to reach the port of boarding and return to the domicile are not part of the promised prize and, therefore, are at the expense of the winners.

Indicative value of the prize: €3,000 (outside the scope of VAT).

3rd to 4th prizes: voucher valid for a stay of 3 days and 2 nights at Disneyland Paris, with bed and breakfast treatment and “priority” access to the park. Valid for two adults and a maximum of two children under 12 years of age not yet reached at the start date of the stay. Once the voucher is received, the booking must take place through Bluvacanze (via call center or via e-mail according to instructions indicated in the voucher itself). It will not be possible to choose the hotel structure, without prejudice to the fact that it will be of at least a 3-star category and part of the Disneyland Hotels ; the structure will then be indicated to the winner by Bluvacanze and according to availability at the time of booking. Transport to reach Disneyland Paris and return to the domicile are not part of the promised prize and, therefore, are at the expense of the winners.

Indicative value of the prize: €3,000 (outside the scope of VAT).

5th, 6th and 7th prizes: voucher valid for a stay of 8 days and 7 nights at one of the following Bluvacanze villages:

- **Club Esse Palmasera****** Cala Gonone – Sardinia
- **Cefalù Resort****** Cefalù – Sicily
- **Argonauti Resort****** Marina di Pisticci – Basilicata
- **Toscana Sport Resort****** Calambrone – Tuscany
- **Villaggio La Pace****** Tropea – Calabria
- **Villaggio Torre del Faro****** Scanzano Jonico - Basilicata
- **Villaggio Pietrabbu****** Polignano - Puglia

at the winner's choice and subject to verification of availability in the requested time period, with full board treatment. Valid for two adults and a maximum of two children under 12 years of age not yet reached at the start date of the stay. The stay must be carried out by December 31, 2027 and on the opening dates of the villages according to the availability of the requested room. Any additional services can be purchased at the winner's expense at the time of booking. Transport to reach the chosen Bluvacanze village and return to the domicile are not part of the promised prize and, therefore, are at the expense of the winners.

Indicative value of the prize: €3,000 (outside the scope of VAT).

In alternative to the prize described above, upon express request of the winner, a digital voucher of the value of €3,000 will be issued valid to pay, partially or totally, for stays in Best Western hotels in the world and/or any additional service offered by the hotel itself. It might not be accepted for services in hotels managed by third-party operators. This voucher is not usable for bookings in hotels identified as WorldHotels™ (Elite, Distinctive, Luxury, Crafted). Usable for stays with rates that do not require direct charging during the booking phase. Bookings will take place via the website or the Italian Best Western Booking Center or Multilingual Booking Center. The voucher must be presented at the reception upon

arrival at the hotel, both for bookings from the website and after having communicated it by telephone to the Booking Center. The voucher is declining and usable, until the amount is exhausted, by December 31, 2027.

Transport to reach the chosen Best Western Hotels and return to the domicile are not part of the promised prize and, therefore, are at the expense of the winners.

From the 8th to the 20th prizes: Leolandia voucher (amusement park located in Capriate San Gervasio - BG – Italy) comprising:

- stay of one night in a hotel affiliated with the Leolandia park, in category 4* according to availability of the hotel for the dates requested by the single winner. Accommodation in a maximum quadruple type room, based on the availability at the time of request for the stay, for a maximum of 4 people (2 adults and 2 children up to 12 years old). Bed and breakfast treatment.
- Entry to the Leolandia amusement park for 4 people (2 adults and 2 children up to 12 years old) for two consecutive days according to the opening dates of the park and the package booking.
- 1 photo with the characters of the Leolandia Park.
- Vip Parking for two consecutive days.

All services not mentioned in the list (transfer to/from the park, lunch, dinner and what is not specifically reported) are excluded.

Once the Leolandia voucher is received together with the booking form (both attached to the winning communication, with relative instructions for use), the winner must send (to the indicated address) the aforementioned form completed and signed in all its parts, proposing three dates that will be transmitted to Leolandia for verification and confirmation of the availability of the structure on one date among those requested by the winner. The stay can be carried out on all opening days of the Leolandia park (according to the calendar viewable on the website www.leolandia.it) starting from March 27, 2027 and until December 31, 2027, with express exclusion of the following dates: Salone del Mobile Milano 2027 (dates not yet known at the time of drafting these rules); 1-2-3 May 2027; 3-4-5 September 2027. Any additional services can be purchased at the winner's expense at Leolandia. Transport to reach Leolandia and the return to the domicile are not part of the promised prize and, therefore, are at the expense of the winners.

Indicative value of the prize: € 432.60 (VAT exempt 74ter).

In case of a winner resident in a country other than Italy, the prize described above may be replaced with a supply of Primigi products of equal value to that indicated.

INSTANT WIN PRIZES

By means of Instant Win, 1,000 prizes will be assigned during the Promotional Period, each consisting of a kit of products packaged in a Primigi shoe box (hereinafter, “Kit”) composed of:

- A Primigi branded Tote Bag
- A Primigi branded beach towel
- A set of three Primigi mascots
- A Primigi branded thermal water bottle
- A pack of colored chalks

The Kit has an indicative value, to the public, of €11.13 (VAT included). As these are products made for Primigi, this value was estimated, also for the purposes of the fidejussive bond, on the basis of similar products for sale to the public.

PRIZE POOL

The total indicative prize pool is equal to €37,753.80 (VAT included where shown).

PARTICIPATION METHODS AND PRIZE ALLOCATION

Starting from March 25, 2026, a communication campaign relating to the Contest will be launched, directing users digitally to a webpage describing the participation methods, as well as containing both the link to the Website and these official rules (hereinafter, the “Landing Page”).

For the purposes of participating in the Contest, each User must first:

- 1) save a photographic image while playing with one or more Children (hereinafter, “Photo”). It is specified that the Photo can be taken in selfie mode or by a third subject who films the User with one or more Children.

It is specified that, as no purchase of Primigi products is required for participation purposes, there is no need for the Children to wear such products in the shot ; it is however requested, given what is provided in point 2), to wear (both Children and Users) clothing and shoes in which brands of other companies are not evident. In no case shall the Photo contain images or poses contrary to morality and public decency.

- 2) “Post” (i.e., publish) the Photo on their Instagram account, using the hashtag **#primigi50** and tagging **@primigi_official** or, alternatively, tagging one of the other official international Primigi profiles (e.g.: **@Primigi_eu**) indicated on the Landing Page.

The User's Instagram profile must be public, to allow, in case of winning a prize, the necessary checks on the correctness of the posted Photo. Furthermore, the User must keep the screenshot (screen capture) of the post, as it could be requested, in case of winning a prize, during the

aforementioned checks; such retention is recommended at least for one month following the final draw.

Once the activities referred to in the previous points 1) and 2) are completed, the User must access the Website and register for participation purposes (hereinafter, “Registration”) through the online form, in the following way:

- a) by entering the requested data and information consisting of “Instagram post URL”, “name”, “surname”, “date of birth”, “Country of residence/domicile”, “e-mail address” and “mobile phone number”.
- b) Declaring, by means of point&click functionality, to have viewed these rules and the privacy policy contained in them accessible via the relative link present in the online form.
- c) Declaring and guaranteeing (hereinafter, “Declarations and Warranties”), by means of point&click functionality, the following:
 1. That all data and information provided during the Registration phase are truthful and correct.
 2. That the Photo is original and that they exercise parental responsibility for the minor or minors (if more than one) subject of the photographic filming.
 3. That, if they exercise joint parental responsibility, the subject who jointly exercises such responsibility has also authorized the publication of the Photo with the procedures referred to in these rules (i.e., with hashtag #primigi50 and tagging @primigi_official).
 4. That, if the Photo was taken by a third subject, they will have nothing to claim regarding the rights to the same for the purposes of participating in the Contest.
 5. To be aware that, if they result as a winner, both the data and the information provided, as well as the Photo, will be subject to verification and, in case of non-compliance with the provisions of these rules, this will entail the impossibility of being able to enjoy the prize.
 6. To be aware that these rules as well as the entire management and development of the Contest are governed by Italian law.
 7. To be aware that, in reason of what is stated in the previous point 6., in case of winning, the prize is understood as assigned in Italy and therefore the Promoter will fulfill the tax burdens weighing on the prize itself and provided for in Italy.
 8. To be aware that, in case of winning, the relative communication will be sent via e-mail and that, therefore, the eventual entry of an incorrect or unattended e-mail address will entail not being able to enjoy the eventually won prize.
 9. That nothing prevents them from issuing these Declarations and Warranties.

The personal data of the Registered Users will be processed pursuant to EU Regulation 2016/679 (“GDPR”) and the applicable national legislation on the protection of personal data. As indicated in the privacy policy contained in these Rules and accessible from the online Registration form, the Promoter may proceed with the processing of personal data without the express consent of the Registered Users, for administrative, technical and managerial purposes of the Contest ; such purposes fall indeed among those (regulatory and contractual) for which Article 6 of the GDPR allows the data controller to process the data without having to acquire a specific consent from the data subjects.

The release of consent to receive communications with commercial purposes exclusively from the Promoter will be considered entirely optional and to be issued expressly by means of a specific point&click. Failure to release such optional consent will not inhibit participation in the Contest in any way.

Each User may perform only one Registration for the purposes of participating in the Contest during the Promotional Period; uniqueness requirements will be the data “name”, “surname” and “date of birth” ; furthermore, the same e-mail address can be associated with only one Registration (i.e., multiple Users registered with the same e-mail address cannot result). In case of winning, the Promoter will have the right to request – if the insertion of data of a fictitious identity or in any case aimed at obtaining multiple participations by the same User can be assumed – the sending of an image of the identity document.

The Registration will be considered completed by clicking on the “JOIN NOW” button; once clicked:

- the participation will be acquired by the participation management system;
- the Instant Win system will automatically activate which, with absolute randomness from the system, will determine the outcome of the participation in this mode, displaying – in the appropriate screen – the text “You won” or “You didn't win”;
- they will have the right to participate in the final draw.

In case of winning participation in Instant Win mode, access to an online form to be completed contextually with the address to which, if the checks described below are successful, the prize will be sent within 120 days, at the care and expense of the Promoter, will be automatically enabled.

For every winning participation, the cited verification procedures will also be started. In case of participation not compliant with the conditions referred to in these Rules (by way of a purely exemplary and not exhaustive title: non-compliant Photo, incomplete e-mail address, data clearly not attributable to a real identity, etc.), the right to the Kit assigned by means of Instant Win will be lost and it will be donated to the non-profit entity indicated in these rules.

Furthermore, if the online form has not been completed in the winning participation phase and in the sole case in which the verification has been positive, an e-mail will be sent to the User with a request to respond, within the maximum term of 15 (fifteen) days, indicating the address to which the Kit must be sent.

In case of lack of feedback from the winner, the Kit will be donated to the non-profit entity indicated in these rules.

As previously indicated, regardless of the outcome of the Instant Win, the User will also have matured the right to access the final draw ; for this purpose it is specified that, exclusively in the case in which, following the checks provided for in case of winning the Kit, a participation results not compliant with the conditions referred to in these rules (by way of a purely exemplary and not exhaustive title: non-compliant Photo, data partially or totally not corresponding to real identity, etc.), besides the right to the prize assigned by means of Instant Win being lost, the relative participant will not be able to take part in the final draw.

For data clearly not attributable to real identities, it is meant, by way of a pure example, name and/or surname consisting of a single letter, or numerical data within the name and surname, etc..

At the end of the entire Promotional Period, a list to be used for the final draw (hereinafter, "List") will be prepared.

By January 25, 2027, in the presence of an official responsible for consumer protection and public trust at the CCIAA of Turin, the final draw will take place using software equipped with a random winning mechanism (based on the execution of the "rand" method of Microsoft® Excel®) subject to a suitable declaration certifying the respect of public trust by the aforementioned computer system.

From the List, a number of winners equal to the number of prizes to be won by means of draw will be drawn, as well as 3 reserves for each type of prize.

Following the final draw, the relative verification procedures will be started. In case of participation not compliant with the conditions referred to in these rules (by way of a purely exemplary and not exhaustive title: non-compliant Photo, incomplete e-mail address, data clearly not attributable to a real identity, etc.), the right to the prize will automatically be lost and the first reserve will be checked and so on.

In case of positive verification:

- for the prizes consisting of vouchers relative to MSC Cruises and Disneyland Paris, a winning confirmation e-mail will be sent to the winning User, within 30 days of the draw, also containing the won prize (voucher)
- for the prizes consisting of vouchers for the stay in a Bluvacanze village or in a Best Western hotel, a winning confirmation e-mail will be sent to the winning User, within 30 days of the draw, with a request to respond, within 15 days, communicating the choice of prize. Once the response containing the chosen option is received, the Bluvacanze voucher or the Best Western voucher will be sent via e-mail within 30 days. In the event that the winner fails to respond within the aforementioned deadline, the first available alternate winner will be contacted using the same procedures as for the original winner, and so on until the last available alternate has been reached. If the last available alternate also fails to comply with the requirements, the prize will be donated to the non-profit organization indicated in these official rules.
- For prizes consisting of Leolandia vouchers, the winning User will receive, within 30 days of the draw, a prize confirmation email requesting a response within 15 days, confirming whether they wish to receive the voucher or, where applicable for participants residing in countries other than Italy, opt for the substitute prize (Primigi products of equal value). Upon receipt of the response, the Leolandia voucher and the booking form, together with the relevant instructions, will be sent by email; alternatively, a Primigi voucher will be sent containing instructions on how to contact the Promoter and place the order (by June 15, 2027, in a single transaction and selecting from a dedicated catalog including descriptions of Primigi products and their official retail prices), up to a total value of € 432 (VAT included). In the event that the winner fails to respond within the aforementioned deadline, the first available alternate will be contacted using the same procedures as for the winner, and so on until the last available alternate has been reached. If the last available alternate also fails to comply with the requirements, the prize will be donated to the non-profit organization indicated in these official rules.

Regardless of the type of prize won in the final draw, only in the event that the email cannot be delivered due to a non-existent address (as evidenced by the message from the recipient server), an attempt will be made to contact the winner by phone (SMS or WhatsApp) to obtain the correct email address; if there is no response within five days, the right to the prize will be forfeited. In such a case, the first available alternate will be contacted, and the same procedure described above will be applied, continuing in order until the last available alternate.

Regarding communications to winners, which will be sent in Italian to Italian participants and in English to all others, it is specified that the Promoter shall not be held liable in the event that:

- the email inbox is not enabled to receive new messages;
- the email address provided is incorrect, non-existent, or unreachable due to reasons attributable to the email service provider used by the message recipient;
- the communication is mistakenly classified as spam due to incorrect configuration of the email system by the winner or their service provider;
- (in the specific case previously described, where an SMS or WhatsApp message is sent) the mobile phone number is non-existent, unreachable, or no response is received.

WAIVER OF RECOURSE

Given that the winning of the prizes will take place in Italy, the Promoter declares to waive the right of recourse of the withholding tax at source in favor of the winners of the Contest ex art. 30 D.P.R. 600/1973, paying – at its own care and expense – the tax provided for on them.

FINAL NOTES

Any prizes not assigned or not requested, other than those refused, will be donated to charity to: SMILE PROJECT ELSA MICHAEL ODV with headquarters in Via Bolognese n.157 – 50139 Florence. RUNTS repertoire n.: 73540 - C.F: 94252910487.

The Promoter shall not be liable for defects or malfunctions of participants' hardware, software, or connectivity that prevent Internet access, nor for interruptions of the participation IT systems due to force majeure or other causes beyond the Promoter's control.

PROCESSING OF PERSONAL DATA WITHIN THE SCOPE OF THE CONTEST

The following information is provided pursuant to Article 13 of EU Regulation 2016/679 of April 27, 2016, concerning the protection of natural persons with regard to the processing of personal data (hereinafter, the "GDPR") and the applicable national legislation.

In this privacy notice, some definitions already used in the Contest rules set forth above are also applied.

IMAC S.p.A. is the data controller of the personal data of the participants in the Contest (hereinafter, "Controller").

Regarding the nature of the data subject to processing:

- a) In the Registration phase, necessary to participate in the Contest, personal data consisting of name, surname and date of birth (necessary to uniquely identify the User), nation of residence or domicile (necessary to admit participations only from the Countries referred to in the rules), e-mail address and mobile phone number (necessary to be able to contact Users in case of winning a prize, with the procedures referred to in the rules) will be collected and processed. If the Registration procedure is completed, the data will then be collected and processed (through computer, telematic and possibly manual tools) with the procedures, purposes, legal bases and for the timings described below.
- b) Regarding the Photos, the same will be resident on the public Instagram profile of the participating Users as their collection is not provided for in the Registration phase. Exclusively in case of winning a prize, the Photo “posted” on Instagram by the relative User will be subject to verification for the purposes of the validity of participation, to confirm – or not – the right to the respectively won prize ; of this image a screenshot may be taken which will be processed (through computer and telematic tools) with the procedures, purposes and legal bases described below.

Purposes and legal bases of the processing:**Registration to the Contest**

The personal data of participants will first be processed to complete the Registration required to participate in the Contest, as provided in the rules. The legal basis for processing is contractual (the Contest rules) and statutory (applicable laws governing prize contests).

Technical and administrative management of the Contest, assignment and delivery of the promised prizes

The personal data of participants will be processed for the collection of entries and for the procedures related to prize allocation (whether through Instant Win or the final draw).

The data of the winners and any alternate winners (provided only for the final draw), including, where applicable, screenshots of the Photos, will be further processed for all procedures related to post-win verification, the awarding of the respective prize, and confirmation of its delivery. The legal basis for processing is contractual (the Contest rules) and statutory (applicable laws governing prize contests).

Legal obligations and civil purposes

The personal data of participants may also be processed for all legal and civil obligations related to the management of the Contest. The legal basis for processing is statutory.

Right to Defense in Legal Proceedings (any complaints and/or disputes)

All provided data may furthermore be processed for the right to defense within the scope of managing a complaint or in an eventual judgment, in both cases connected to the Contest. The legal basis of the processing is the legitimate interest of the controller.

For the purposes connected to the collection of participations, development of the Contest and delivery of prizes, the Controller does not have the obligation to acquire a specific consent to the processing of personal data.

All indicated activities and the relative legal bases fall indeed among those for which Article 6 of the GDPR allows the Controller to carry out the processing without having to acquire specific consent from the data subjects.

Failure to provide personal data entails the impossibility of participating in the Contest.

Failure to consent to the processing of data for further purposes, as described in the appropriate policy made available during the Registration phase for the Contest, will not have any effect on the possibility of participating in the Contest, as such consent is entirely optional.

The two categories of subjects who may become aware of the personal data of the data subjects participating in the Contest, in the capacity of Persons in charge or Data processors are:

- the personnel of the Controller;
- subjects appointed as data processors as professionals or companies involved by the Controller in the organization and administrative, legal, tax, technical management of the Contest and of the relative assignment and sending of prizes.

The aforementioned subjects may process the personal data of participants only for the purposes described above.

With regard to the shipment of prizes that are to be delivered to the winner's address, the courier (express delivery service) will act as an independent data controller.

Still in reference to the Contest, **the data of the data subjects may be communicated** to any other third subject **when the communication is mandatory by virtue of Italian or community regulations** (such as, for example: chamber of commerce officials responsible for the procedures of prize allocation

and verification of prize delivery, officials of the Ministry of Enterprises and Made in Italy during their supervisory activities over prize contests, etc.)

The personal data of the data subjects will not be subject to dissemination by the Controller or the data processors. As previously indicated, the Photos will be independently published by the participating Users on their own public Instagram profile.

Regarding the management of the Contest, **the personal data of the participants will be collected** and processed in Italy pursuant to the current legislation on prize-giving events.

Regarding the terms of retention:

- The personal data collected with Registration will be kept for the terms provided for by the applicable legislation (DPR 430/2001) as well as five-year terms of retention for civil purposes as provided for by current legislation.
- Screenshots of the Photos, solely with reference to winners or any alternate winners, given the nature of the data, will be retained for no longer than six months following the formal closure of the Contest, which may take place once all promised prizes have been delivered.

The data subject has the right, at any time and in the cases provided for:

- to access their personal data (i.e., the right to request a copy of the personal data in the possession of the Controller);
- to rectify their personal data (i.e., the right to correct and update their personal information in the possession of the Controller);
- to request the cancellation of their personal data - so-called “right to be forgotten” (i.e., the right to request its cancellation if the data is no longer necessary for the purposes for which it was collected/processed, if the data subject has revoked consent and there is no other legal basis for processing, if the data subject objects to processing, etc.; for this purpose, it is remembered that, once the Contest is concluded, the data must in any case be kept, for legal obligations, for 5 years, for the sole administrative and civil purposes);
- to request the restriction of processing (i.e., the right to revoke optionally granted consents);
- to request the portability of data (i.e., the right to receive in a structured, commonly used and machine-readable format the personal data provided to the Controller to transmit it to another data controller).

To exercise these rights, one can write to the Controller, at the e-mail address: privacy@imac-italia.it. The data protection officer (DPO) can be contacted at the following e-mail address dpo@imac-italia.it.

Once the Contest has ended, on the website primigi.it, under the “Useful Links” section, there is a link to the “Privacy & Cookie Policy,” which provides access to the privacy notice where participants can find information on how to contact the Data Controller and exercise their rights.

Participants also have the right to lodge a complaint with the supervisory authority; in such a case, they may contact the GARANTE PER LA PROTEZIONE DEI DATI PERSONALI (DATA PROTECTION AUTHORITY), and all relevant information is available on the website www.garanteprivacy.it.

Citizens of other European Union member states may contact the supervisory authority of their own country.