

LORO PIANA

TERMS AND CONDITIONS OF USE OF VALUE BASED VIRTUAL GIFT CARDS

THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH LORO PIANA. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

Dear Purchaser, Dear User,

The following terms and conditions (hereinafter, the “**Terms**”) govern the purchase and the use of the Loro Piana value based gift card purchased online in virtual format at www.loropiana.com or <https://us.loropiana.com/en/> to be used for the purchase of the Loro Piana products to be shipped within the United States - (the “**Loro Piana Website**”). The Loro Piana value based virtual gift card purchased on the Loro Piana Website is hereinafter referred to as the “**Loro Piana Gift Card(s)**” and apply to the purchaser and any user of the Loro Piana Gift Card (respectively, referred to as the “**Purchaser**” and the “**User**” or, collectively, “**you**”).

These Terms are deemed to be accepted by you at the time of purchase of the Loro Piana Gift Card.

Your Loro Piana Gift Card is issued by Loro Piana & C. Inc., with registered office in 1013 Centre Road, City of Wilmington, County of New Castle, State of Delaware, Federal ID Number 13-3800262 (hereinafter, referred to as “**Loro Piana**”).

Loro Piana Gift Cards and unused portions of Loro Piana Gift Cards purchased in the United States do not have an expiration date and are not subject to any service fees. Loro Piana Gift Cards can only be purchased by individuals who are at least eighteen (18) years of age or the age of majority in their state of residence.

WHERE CAN I BUY A LORO PIANA GIFT CARD?

Loro Piana Gift Cards are available for purchase exclusively on the Loro Piana Website.

When purchased, the Loro Piana Gift Card will be immediately activated upon receipt of the email with the Loro Piana Gift Card.

The date of issue of the Loro Piana Gift Card is the date of its activation.

The Purchaser can choose the value of the Loro Piana Gift Card among the values made available by Loro Piana from time to time and up to the maximum amount as provided by the laws and the Loro Piana policies or as otherwise communicated. Loro Piana reserves the right to limit the number of Loro Piana Gift Cards that can be purchased by a single person or entity.

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

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

Loro Piana Gift Cards can be used to purchase Loro Piana products – and pay the relevant taxes and/or shipping costs, if any - on the Loro Piana Website (for shipping within the United States) or in a Loro Piana store(s) located in the United States - with the express exclusion of the points of sale located within duty-free areas - whose list is provided below (a “**Loro Piana Store(s)**”). Loro Piana Gift Cards cannot be used in Department Stores or Outlets. The Loro Piana Gift Card cannot be redeemed in third-party managed Loro Piana stores (such as stores operated under a franchise).

As of September 2021, the Loro Piana Stores where you can use Loro Piana Gift Cards are the following:

LORO PIANA STORE	ADDRESS	TELEPHONE	EMAIL
Manhasset	2018 Northern Boulevard, Americana Manhasset	+1.516.869.9469	manhasset@loropiana.com
Aspen	316 South Galena Street, Aspen	+1.970.544.0502	aspen@loropiana.com
Bal Harbour Shops	9700 Collins Avenue, Miami	+1.305.867.1680	balharbour@loropiana.com
Beverly Hills	455 North Rodeo Drive, Los Angeles	+1.310.860.0765	losangeles@loropiana.com
Boston	43 Newbury Street, Boston	+1.617.236.4999	boston@loropiana.com
Chicago	39 East Oak Street, Chicago	+1.312.664.6644	Chicago@loropiana.com
Costa Mesa	South Coast Plaza, 3333 Bristol Street, Costa Mesa	+1.714.432.1301	costamesa@loropiana.com
Dallas	42 Highland Park Village, Dallas	+1.214.520.0951	dallas@loropiana.com
East Hampton	45 Main Street, East Hampton	+1.631.527.2013	EastHampton@loropiana.com
Honolulu	2301 Kalakaua Avenue Suite 103, Honolulu	+1.808.921.2151	honolulu@loropiana.com
Houston	The Galleria, 5015 Westheimer Road, Suite #A2210, Houston	+1 713 888 0600	Houston@loropiana.com
King of Prussia	350 Mall Boulevard, Suite 3003, King of Prussia	+1 610.382.0157	kingofprussia@loropiana.com
Las Vegas	The Shops at Crystals, 3720 S Las Vegas Blvd #223°, Las Vegas	+1.702.696.0033	crystals@loropiana.com
Miami	151 NE 39th Street, Miami	+1 305 576 6589	miami@loropiana.com
NY Madison Avenue	748 Madison Avenue, New York	+1.212.980.7961	newyork@loropiana.com
NY Meatpacking	3 Ninth Avenue, New York	+1.212.801.5550	meatpacking@loropiana.com
Palm Beach	245 Worth Avenue, Palm Beach	+1.561.833.7016	palmbeach@loropiana.com
San Francisco	233 Geary Street, San Francisco	+1.415.593.3303	sanfrancisco@loropiana.com
Vail	288 Bridge Street, Vail	+1.970.479.2383	Vail@loropiana.com
Washington	949 H Street NW, Washington DC	+1.202.682.4500	washington@loropiana.com
Short Hills	1200 Morris Turnpike, Short Hills	+1.973.912.9393	shorthills@loropiana.com

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

Subject to the restrictions referred to in these Terms, the Loro Piana Gift Cards can be redeemed for the purchase at a Loro Piana Store or on the Loro Piana Website up to the value of the amount loaded on the Loro Piana Gift Card as indicated in the relevant invoice at the time of its purchase, but in any case in strict compliance with all terms, and within the limits of, the applicable laws (in particular but not limited to, anti-money laundering laws) and the Loro Piana policies as are communicated to you at the time of redemption. The Loro Piana Gift Cards can be redeemed totally or partially and, in this case, the remaining amount can be used for subsequent purchases. Purchase values will be deducted from the Loro Piana Gift Card balance until the value reaches zero. If the total value of products purchased exceeds the amount on the Loro Piana Gift Card, the remaining

balance for such products can be paid via any other method of permissible payment at the time of purchase. However, please, note that on the Loro Piana Website you cannot redeem more than one Loro Piana Gift Card cumulatively for a certain purchase. Also note that at a Loro Piana Store you can redeem more than one Loro Piana Gift Card cumulatively for a certain purchase, provided that redemption must be in compliance with all applicable laws (in particular but not limited to, anti-money laundering laws).

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

Loro Piana will redeem Loro Piana Gift Cards only if they are used on the Loro Piana Website or at a Loro Piana Store at the time of purchase of the requested items, except in the case of loss of the card (subject to these Terms and Conditions).

DOES MY LORO PIANA GIFT CARD EXPIRE?

Loro Piana Gift Cards do not expire.

Loro Piana Gift Cards are non-refundable, unless otherwise provided by applicable law. This does not affect your statutory rights.

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

When you purchase a Loro Piana Gift Card, the initial value of your card is displayed on the invoice. You can check the initial value and the balance of your Loro Piana Gift Card online at <https://usd-giftcard.loropiana.com/ecard/balance/consult>.

Where Loro Piana believes that an administrative, billing or accounting error has occurred, Loro Piana reserves the right to correct the Loro Piana Gift Card balance. If you have any questions regarding your transaction history or any corrections, or if you wish to contest a transaction or correction made on your Loro Piana Gift Card, please contact Loro Piana at 855 481 9100 or by email at customerservice.us@loropiana.com within thirty (30) days. Loro Piana will verify, inform you on the results and correct any errors where occurred.

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

In case of loss or theft of your Loro Piana Gift Card, you must immediately contact Loro Piana at 855 481 9100 or by email at customerservice.us@loropiana.com and follow the instructions of Loro Piana personnel to block the Loro Piana Gift Card and obtain a replacement, if the case. You will be asked to provide the serial number and Code of your Loro Piana Gift Card. The serial number and Code are provided at the time of the purchase and are also displayed in the Loro Piana Gift Card. We recommend that you keep and store a copy of your Loro Piana Gift Card serial number and Code in a safe place. Please note that Loro Piana will issue a replacement exclusively upon the written request of the Purchaser.

These terms do not limit your statutory rights in any way and Loro Piana does not exclude any duties or responsibilities that it is required to accept by law. Within these limits, Loro Piana is not responsible to you in the event of loss, theft, damage, alteration or unauthorised use by third parties

of your Loro Piana Gift Card, except in the case of gross negligence or wilful misconduct by Loro Piana.

HOW YOUR PERSONAL DATA ARE PROCESSED?

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

GOVERNING LAW AND JURISDICTION; DISPUTE RESOLUTION AND ARBITRATION; CLASS ACTION WAIVER

Please read the following (this "Provision") carefully. It affects your rights.

These Terms shall be governed by the laws of the State of New York, without regard to its choice of law principles, and all disputes, claims and legal proceedings directly or indirectly arising out of or relating to the purchase or use of the Loro Piana Gift Cards shall be subject to the exclusive jurisdiction of the state and federal courts in the State of New York without regard to its conflict of law provisions. You consent to the personal jurisdiction of said courts.

Most customer concerns can be resolved quickly and to a customer's satisfaction by contacting us at customerservice.us@loropiana.com. This Provision facilitates the prompt and efficient resolution of any disputes that may arise between you and Loro Piana. Arbitration is a form of private dispute resolution in which persons with a dispute waive their rights to file a lawsuit, to proceed in court and to a jury trial, and instead submit their disputes to a neutral third person (or arbitrator) for a binding decision. You have the right to opt-out of this Provision (as explained below), which means you would retain your right to litigate your disputes in a court, either before a judge or jury.

Please read this Provision carefully. It provides that all Disputes between you and Loro Piana shall be resolved by binding arbitration. Arbitration replaces the right to go to court. In the absence of this arbitration agreement, you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Except as otherwise provided, entering into these Terms constitutes a waiver of your right to litigate claims and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow these Terms and can award the same damages and relief as a court (including attorney's fees).

For the purpose of this Provision, "**Loro Piana**" means Loro Piana and its parents, subsidiary, and affiliate companies, and each of their respective officers, directors, employees, and agents. The term "**Dispute**" means any dispute, claim, or controversy between you and Loro Piana regarding, arising out of or relating to any aspect of your relationship with Loro Piana, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable cause of action or claim for relief, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below). "**Dispute**" is to be given the broadest possible meaning that will be enforced, and shall include any claims against other parties relating

to services or products provided or billed to you (such as Loro Piana's licensors, suppliers, dealers or third-party vendors) whenever you also assert claims against us in the same proceeding.

WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, you must first give Loro Piana an opportunity to resolve the Dispute. You must commence this process by mailing written notification to Loro Piana, customerservice.us@loropiana.com. That written notification must include (1) your name, (2) your address, (3) a written description of your Claim, and (4) a description of the specific relief you seek. If Loro Piana does not resolve the Dispute within 45 days after it receives your written notification, you may pursue your Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances described below.

Exclusions from Arbitration/Right to Opt Out

Notwithstanding the above, you or Loro Piana may choose to pursue a Dispute in court and not by arbitration if (a) the Dispute qualifies, it may be initiated in small claims court; or (b) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THESE TERMS (the "**Opt-Out Deadline**"). You may opt out of this Provision by mailing written notification to Loro Piana at privacy@loropiana.com. Your written notification must include (1) your name, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with Loro Piana through arbitration. Your decision to opt-out of this Arbitration Provision will have no adverse effect on your relationship with Loro Piana. Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your Dispute in arbitration or small claims court.

Arbitration Procedures

If this Provision applies and the Dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either you or Loro Piana may initiate arbitration proceedings. The American Arbitration Association ("**AAA**"), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration only, and shall in no event be commenced as a class arbitration or a consolidated or representative action or arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision.

For arbitration before AAA, for Disputes of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action or representative action procedures or rules apply to the arbitration.

Because the Site and these Terms concern interstate commerce, the Federal Arbitration Act (“FAA”) governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

Arbitration Award – The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party or if required by applicable law. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA or other applicable law, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration – You or Loro Piana may initiate arbitration in either New York State or the federal judicial district that includes your billing address.

Payment of Arbitration Fees and Costs – Loro Piana will pay all arbitration filing fees and AAA or JAMS hearing fees and any arbitrator's hearing fees, costs and expenses upon your written request to the arbitrator given at or before the first evidentiary hearing in the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, attorneys or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law. In addition to any rights to recover fees and costs under applicable law, if you provide notice and negotiate in good faith with Loro Piana as provided in the section above titled “Pre-Arbitration Claim Resolution” and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney’s fees and costs as determined by the arbitrator.

Class Action Waiver

Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action, representative action, or private attorney general action) unless both you and Loro Piana specifically agree to do so in writing following initiation of the arbitration. If you choose to pursue your Dispute in court by opting out of the Arbitration Provision, as specified above, this Class Action Waiver will not apply to you. Neither you, nor any other user of the Site can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

Jury Waiver

You understand and agree that by entering into these Terms you and Loro Piana are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, you and Loro Piana might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the Dispute will be decided by a court.

Continuation

This Provision shall survive the termination of your service with Loro Piana or its affiliates. Notwithstanding any provision in these Terms to the contrary, we agree that if Loro Piana makes any change to this Provision (other than a change to the Notice Address), you may reject any such change and require Loro Piana to adhere to the present language in this Provision if a dispute between us arises.

Loro Piana reserves the right to modify, alter, amend or change the terms of the Loro Piana Gift Card in its sole discretion subject to applicable law.

TO THE FULL EXTENT PERMISSIBLE BY LAW, LORO PIANA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO LORO PIANA GIFT CARDS, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULL EXTENT PERMISSIBLE BY LAW, IN THE EVENT A GIFT CARD IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, WILL BE REPLACEMENT OF THAT GIFT CARD.

PRIVACY NOTICE (September 2021)

1. Data Controller

Loro Piana & C. Inc., with registered office in 1013 Centre Road, City of Wilmington, County of New Castle, State of Delaware, in its quality as data controller ("**Loro Piana**") which can be contacted at the following email address privacy@loropiana.com, informs you, according to the applicable data protection laws ("**Privacy Regulation**") that it processes the personal data provided by you ("**Data**") with the following modalities.

2. Ways of Data Processing

Data is processed in paper and electronic form in line with organizational and security requirements defined by applicable laws.

3. Purposes of Data Processing

Loro Piana processes Data (such as, for instance, name, surname, address, the details of your purchases, etc.) collected from you (i) to issue the Loro Piana Gift Card and manage the sale of our products and provide sale and after-sale services (including, for instance, fraud prevention, returns, guarantee, card replacement in case of loss and customer support), including the management of your information requests ("**Contractual Purposes**"); and (ii) to comply with legal and regulatory obligations ("**Legal Purposes**").

4. Legal Basis

Processing of Data for Contractual Purposes is mandatory since it is necessary to issue the Loro Piana Gift Card and use specific services offered by Loro Piana. Processing of Data for Legal Purposes is mandatory since it is required by the applicable laws. If you do not provide Data, it would not be possible to provide the products or services provided by Loro Piana that you request.

5. Data Retention Period

Your Data is processed for no longer that is necessary to fulfil the above mentioned purposes and, particularly, for the Contractual Purposes Data are retained for the duration of the Loro Piana Gift Card and for 6 years after the requested service. For the Legal Purposes, your Data is stored in accordance with the specific limitation periods defined by law. Upon expiry of the above mentioned retention periods, your Data will be automatically deleted or made anonymous in a permanent and non-reversible way.

6. Data Communication and Transfer Abroad

For the Purposes explained in paragraph 3, Loro Piana might communicate Data, strictly necessary to each purpose of processing, to the following categories of subjects: (i) employees in charge of the processing (such as the personnel of the IT and Retail offices); (ii) consultants and professional and technical service providers (such as IT service providers, postal offices and couriers, legal consultants, etc.), (iii) Loro Piana S.p.A. (Italy), companies under common control of Loro Piana S.p.A. (Italy), Loro Piana's companies in joint venture arrangements and Loro Piana's franchisees which may also be located in countries outside the US and, in particular,

in the Economic European Area (EEA) as indicated on www.loropiana.com. Data may be transferred outside the US according to the Privacy Regulation. Your Data are not disseminated.

You have the right to receive information on the place where Data is kept, by asking directly to Loro Piana, through the contact details provided in paragraph 8 of this Privacy Notice.

7. Data Subject's Rights

You may always enforce your privacy rights, for example you may access the Data, verify Data content, origin, accuracy, ask that Data be integrated, updated, amended, deleted, blocked for breach of law, object to the processing of your Data for legitimate purposes. In addition to the rights above, you may ask for a restriction of the processing, ask for Data portability and bring a claim before the relevant Data Protection Authority, if the premises subsist.

8. Change, Update and Contacts

This document will be effective from the date indicated in the heading. Loro Piana might change and/or integrate the Privacy Notice with prior notice, also as a consequence of further modifications and/or integration of the Privacy Regulation. You can check the most current version of this privacy information notice and additional information on how we process personal data at the following web address <https://us.loropiana.com/en/privacy-cookies?section=privacy-gift-card-usd>. Updates and modifications will be available also at the Loro Piana Stores, upon request.

If you have doubts, questions or complaints with regard to the collection and processing of your Data, you may contact Loro Piana by sending an email to the following address privacy@loropiana.com.