

New Fashion JSC

REGULATIONS ON THE CLUB PROGRAMME OF NEW FASHION JSC

1. General

1.1. These Regulations on the Club Program (hereinafter referred to as the "Regulations," "Rules," or "Program") defines the procedure for and terms and conditions of the participation of individuals in the Club Program maintained by New Fashion JSC (OGRN (Primary State Registration Number) 1027700429690, INN (Taxpayer Identification Number) 7707099460; registered address: 10 Presnenskaya Embankment, 123112 Moscow, Russian Federation) (hereinafter referred to as the "Organiser").

1.2. The Program is valid within the territory of the Russian Federation at all MAAG, VILET, ECRU, and DUB retail stores (hereinafter referred to as the "Brand"), unless otherwise expressly specified by the Organiser. These Regulations shall not apply to products purchased from the online stores at <https://maag-fashion.com/>; <https://ecrubrand.com/>; <https://viletffashion.com/>; <https://dubapparels.com/>.

1.3. The Program is a marketing incentive initiative; participation is voluntary and free of charge for the Participant. Participation in the Program does not require any separate fee.

1.4. The Program is not a bonus program and does not provide for the accrual, accumulation, storage, transfer, redemption, or exchange of bonuses, points, cashback, conditional units, monetary funds, or any other similar types of rewards.

1.5. Participation in the Program entitles the Participant to receive a discount on the Organiser's products, subject to the terms and conditions set forth herein. The current discount amount is determined by the Organiser at its sole discretion and is displayed in the Participant's Personal Account.

1.6. Publication of these Regulations serves as a means of informing customers about the terms and conditions of the Program. These Regulations are not a public offer within the meaning of Article 437 of the Civil Code of the Russian Federation.

1.7. Upon registering for the Program, the Participant enters into a relationship with the Organiser, is deemed to have reviewed these Regulations, accepts the terms and conditions hereof fully and unconditionally, and undertakes to comply with the same.

1.8. These Regulations shall be in effect from the date of its approval until the date a new version is approved, or until the Program is terminated unilaterally by the Organiser. The use of the Card shall always be governed by the latest version of the Regulations currently in effect.

2. Terms and Definitions

2.1. **Online Store** shall mean a website (hereinafter also referred to as the "Website") owned by the Organiser and hosted at <https://maag-fashion.com/>; <https://ecrubrand.com/>; <https://viletffashion.com/>; <https://dubapparels.com/>.

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2.2. The **Program** shall mean a set of interrelated actions and activities that provide the Participant with the opportunity to receive a discount on the Organiser's Products in accordance with the procedure and the terms and conditions set forth herein.

2.3. **Program Participant (Participant)** shall mean a legally capable individual who has registered for the Program in accordance with these Regulations.

2.4. **Participant Card (Card)** shall mean a personal virtual card belonging to a Program Participant issued exclusively online via maag-card.rmixed.ru, ecru-card.rmixed.ru, dub-card.rmixed.ru, and vilet-card.rmixed.ru, which carries a unique number within the Program and is used to identify the Participant and apply a discount for a specific Brand.

2.5. **Personal Account** shall mean a dedicated section for the Participant, to which the Participant gains access upon registration.

2.6. **Participant Application Form (Application Form)** shall mean a registration form available at maag-card.rmixed.ru/account/registration, ecru-card.rmixed.ru/account/registration, dub-card.rmixed.ru/account/registration, and vilet-card.rmixed.ru/account/registration, which contains the Participant's personal data, information required for registration in the Program, as well as the consents and acknowledgements required by the Organiser.

2.7. **Product** shall mean an item that has been duly put into the civil circulation and is offered for sale by the Organiser on the Website(s) and/or in retail stores.

2.8. **Participation Channels** shall mean exclusively MAAG, VILET, ECRU, and DUB retail stores that are participating in the Program.

2.9. **Personal Offer** shall mean the terms and conditions for participation in the Program determined by the Organiser on an individual basis for a specific Participant, including the discount amount, the list of eligible Products, the validity period, restrictions, and other parameters.

3. Participation in the Program and Card Issuance

3.1. Any legally capable individual may become a Participant in the Program.

3.2. A Participant Card may be issued exclusively online at maag-card.rmixed.ru, ecru-card.rmixed.ru, dub-card.rmixed.ru, and vilet-card.rmixed.ru by completing the Application Form and following the registration procedure prescribed by the Organiser. Cards cannot be issued in retail stores.

3.3. To participate in the Program, the Participant must provide accurate and up-to-date information, as required by the Application Form, and also confirm their agreement with these Regulations.

3.4. Following successful registration and processing of the Application Form, a virtual Card will be issued to the Participant, and access to their Personal Account will be granted. The Card will be activated within the timeframes determined by the technical operating conditions of the Program.

3.5. No more than one Card may be registered for a single individual for a given Brand, unless otherwise expressly provided for by the Organiser.

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3.6. The Participant is responsible for the accuracy of the information provided upon registration. In the event that inaccurate information is discovered, the Organiser may refuse registration, cancel registration, block the Card, or restrict participation in the Program.

3.7. The mobile phone number, email address, account details, and other information provided upon registration are used by the Organiser solely for the purpose of identifying the Participant and may be used to send service-related communications and to fulfil the terms and conditions of these Regulations.

3.8. Consent to receive promotional and marketing communications is provided separately and is not a mandatory condition for participation in the Program, unless otherwise expressly stipulated by the laws of the Russian Federation.

4. Procedure for Determining and Applying a Discount

4.1. The discount amount associated with the Card is determined by the Organiser at its sole discretion and on a temporary basis, and this information is communicated to the Participant by being displayed in their Personal Account.

4.2. For the purposes of the Program, the applicable discount amount is the one displayed at the time the Participant is identified in accordance with the procedure established in Clause 4.4 hereof.

4.3. The Organiser may unilaterally modify the discount amount, the terms and conditions for granting the discount, and the list of Products eligible for the discount; the Organiser may also establish special, personalised, or time-limited terms for participation in the Program.

4.4. In a retail store, the discount shall be applied after the Participant has been identified through the presentation of a QR code or barcode associated with their Card, or by any other method prescribed by the Organiser.

4.5. The discount granted to the Participant, in the amount specified in their Personal Account, shall be applied to all Products in the receipt in proportion to their value, unless otherwise prescribed by the Organiser.

4.6. The discount under the Program shall not apply to the purchase of gift cards or other similar payment instruments, unless otherwise expressly provided for by the Organiser.

4.7. The discount has no monetary value, cannot be exchanged for cash, is not redeemable for a cash equivalent, and cannot be transferred to third parties separately from the Card.

4.8. The Organiser has the right to establish additional technical and organisational conditions for applying the discount aimed at preventing abuse, fraud, duplication of accounts, and unauthorised use of the Program.

5. Limitations and Specifics of Using the Program

5.1. The Program is intended for personal use by the Participant when purchasing Products for personal, family, household, or other needs unrelated to the conduct of business operations.

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5.2. The Card is personalised and may only be used by the Participant to whom it has been issued. The Participant is obligated to ensure the confidentiality of the data that allows for the use of the Card and the Personal Account, and must not disclose such data to any third parties.

5.3. The Organiser may deny the application of a discount, limit an individual's participation in the Program, or block a Card in cases involving the discovery of inaccurate data, the registration of multiple accounts for a single individual in circumvention of these Regulations, the transfer of a Card or identification credentials to any third parties, the abuse of rights, the commission of fraudulent acts, attempts to interfere with the Program's software or infrastructure, or any other actions aimed at circumventing these Regulations.

5.4. The Organiser reserves the right not to apply a discount if it is unable to identify a Participant due to reasons beyond the Organiser's control, including communication failures, lack of Internet access, errors in transmitted data, equipment malfunctions, or other technical issues.

5.5. The Organiser may refuse an individual's registration in the Program if it is discovered that a Card has already been issued to that individual.

6. Return and Exchange of Products

6.1. The return, exchange, and warranty handling of, as well as the submission of any other claims regarding, Products purchased using the Card shall be carried out in accordance with the applicable laws of the Russian Federation and the Organiser's sales policies.

6.2. Upon the return of a Product, the Participant shall be refunded the amount actually paid for the Product, that is, the price of the Product taking into account any discount applied at the time of its purchase.

6.3. Participation in the Program shall not limit or replace a consumer's rights, such as the right to return or exchange a product, to file a claim regarding a defective product, or any other rights, as provided for by the laws of the Russian Federation.

7. Card Blocking and Termination of Participation in the Program

7.1. The Organiser may unilaterally block a Participant's Card if there are reasonable grounds to believe that the Card is being used in an improper manner, by someone other than the Participant, and/or without the Participant's consent.

7.2. The Organizer may unilaterally block the Card or Personal Account and/or restrict the application of a discount if there are reasonable grounds to believe that the Participant is engaging in fraudulent activity, abusing their rights, violating these Regulations, or inflicting property damage or reputational harm on the Organiser.

7.3. The Participant may terminate their participation in the Program at any time by contacting the Brand's call centre using any of the methods specified in the "Help" Section in "Profile" within their Personal Account.

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7.4. Upon termination of participation in the Program, the Card will be blocked, and access to the Program's benefits will be terminated.

7.5. Termination of participation in the Program shall not affect the rights and obligations of the parties that have arisen prior to the date of such termination.

8. Personal Data and Communications

8.1. The Organizer processes the Participants' personal data for the following purposes: registration in the Program, identification of the Participant, provision of discounts, maintenance of the Personal Account, transmission of service-related communications, handling of inquiries and complaints, prevention of misuse, and compliance with the requirements of the laws of the Russian Federation.

8.2. Personal data are processed in accordance with Federal Law No. 152-FZ "On Personal Data" dated 27 July 2006, as well as the Personal Data Processing Privacy Policy of New Fashion JSC.

8.3. By submitting the Application Form and/or taking steps to register in the Program, the Participant acknowledges that they have provided the consents and acknowledgements required for participation in the Program, to the extent and in the form prescribed by the Organizer and the laws of the Russian Federation.

8.4. All notifications and communications provided for under these Regulations may be sent to the email address and/or phone number specified by the Participant upon registration. The Participant agrees to receive service messages from the Organizer related to the operation of the Program.

8.5. Promotional and informational messages shall only be sent if the Participant has provided the relevant consent. A participant may, at any time, opt out of receiving them by following the methods specified by the Organizer.

9. Amendments to the Regulations and Termination of the Program

9.1. The Organizer may, at its sole discretion and at any time, without prior notice to Participants, amend these Regulations, modify the terms and conditions of the Program, change the available participation channels, methods of identification, procedures for using the Card, the discount amount, or any other parameters of the Program.

9.2. The new version of the Regulations shall become effective immediately after it is posted on the Website(s), unless otherwise specified in the Regulations.

9.3. The Organizer may terminate the Program, in whole or in part, by posting the relevant information on the Website(s).

9.4. The Participant undertakes to independently monitor any changes in the Regulations. Continued use of the Card after the new version of the Regulations comes into effect constitutes the Participant's acceptance of that version.

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10. Final Provisions

10.1. In all matters not regulated by these Regulations, the Organiser and the Participant shall be governed by the laws of the Russian Federation.

10.2. If any individual provision of these is held to be invalid or unenforceable, it shall not affect the validity of the remaining provisions.

10.3. The Organiser is required to ensure that the current version of these Regulations is made publicly available on the Website(s).

10.4. All inquiries related to participation in the Program should be directed using the contact details and communication channels provided in the "For Customers" Section on the Organiser's Website(s).