

TERMS AND CONDITIONS OF PARTICIPATION IN THE SELECTION CALLED "RDP EYEWEAR CHALLENGE"

Art. 1 - Promoting company, managing company and duration of the initiative

"RDP Eyewear Challenge" is a promotional initiative promoted by X Energy S.r.l., with registered office at Viale Abruzzi, 13/A, 20131 Milan (MI), identified by Tax Code and VAT number and registered with the MILANO Companies Register under VAT No. 10812600962 – REA MI-255910, share capital Euro 40,000 fully paid-up, PEC: xenergysrl@arubapec.it and represented by its legal representative pro tempore Rita Caccioppoli, who, for the purposes of these rules, acts as the Promoting Company, and hereinafter also the "**Company**";

The initiative is managed by The Produser S.r.l., with registered office in Milan (MI), Viale Piave 16, identified by Tax Code and VAT number and registered with the Milan Companies Register under No. 12130260966, R.E.A. MI-2642394, share capital Euro 10,000.00 fully paid-up, PEC: theproduser@legalmail.it and represented by its legal representative pro tempore Riccardo Becker (hereinafter also simply the "**Manager**"),

This initiative shall run from 1 July 2026 to 15 October 2026 (hereinafter, the "**Participation Period**").

Important Notice

For any information relating to this initiative or for any clarification regarding these Terms and Conditions (rules), please contact

The Produser S.r.l., manager of the initiative, by e-mail at the following address
info@theproduser.com

Art. 2 - Recipients and territorial scope

The initiative (hereinafter also "**Casting**" or "**Challenge**" or "**Sfida**" or #rdpchallenge) is addressed to all natural persons (hereinafter, the "**Users**") residing within the territory of the European Union, who have reached the age of 18 at the time of their application, which must be submitted within the terms and according to the procedures described below.

Art. 3 - Purpose of the initiative and participation procedures

This initiative is intended to identify a new Brand Ambassador for the RDP Eyewear brand, owned by the Promoting Company, among those who show a particular interest in the world of eyewear, fashion, style, design, lifestyle and digital communication, as well as among anyone capable of interpreting and conveying, through their own content, the brand's values of personality, elegance, creativity and individual expression. The initiative therefore consists of two phases, both united by the objective of having content created

and published on social media, self-produced by Users, concerning the eyewear, fashion, accessories and lifestyle sectors.

In order to apply for the Casting, Users, during the Participation Period, must carry out the following actions:

- a) Access their Instagram profile and follow the Company's official profile **@rdp.eyewear**
- b) Publish one or more posts on their Instagram profile through which they describe, in an original manner, their own style through the use of sunglasses, highlighting their aesthetics, design, combination with their outfit and their own interpretation of the world of fashion and accessories, mentioning the official profile **@rdp.eyewear** and including the official hashtag of the initiative **#rdpcasting**. It is possible to publish multiple posts concerning the use of sunglasses and one's own interpretation of the relevant style for participation purposes, each of which shall be assessed independently.

Once the above steps have been correctly completed, that is, once the spontaneous application has been submitted, the User shall automatically access the Challenge (the RDP Eyewear Challenge), which shall take place exclusively according to the methods and within the terms set out below.

Art. 4 - Selections and related communications

At any time, throughout the duration of the Challenge, and through a team of experts, the Company shall select, at its sole discretion, an indefinite number of Users from among those who have correctly applied according to the procedures indicated above, and shall contact them through its official Instagram profile **@rdp.eyewear** at the same account used by the User during participation, requesting an e-mail address to which instructions, releases, product selection links and discount codes shall be sent.

Art. 5 - Confirmation of the application

Selected Users must confirm by e-mail - to be sent to the address specifically indicated by the managing Company - their application and availability to participate in the Challenge and to create the content provided for under these rules, also submitting any requested documentation duly signed.

In the event of failure to confirm or failure to submit the requested documents, or where the documents submitted are not legible and/or useful for identifying the person, are incomplete or manifestly untrue, the application shall be considered "unsuccessful" and therefore participation shall not be taken into consideration.

The selected User shall then receive, from the Promoting Company or from the Manager, a 100% discount code, personal, non-transferable, non-convertible into cash and usable only once, which shall allow the User to order free of charge only one pair of sunglasses from those available on the Promoting Company's e-commerce website. The order must

be placed no later than 30 September 2026, according to the procedures that shall be communicated to the User together with the discount code. If this deadline expires without action, the selection shall be deemed waived.

Selected Users shall not be entitled to any monetary compensation for carrying out the activities described above, which are aimed exclusively at selecting the Brand Ambassador. Receipt of the 100% discount code, aimed at acquiring only one pair of sunglasses, ultimately constitutes consideration in kind for the work performance consisting in the creation and publication of the content provided for under these rules.

Art. 6 - Product testing

Once the aforementioned product has been received, the User must test it and describe their experience by publishing one or more posts on their Instagram profile, making sure to tag the official **@rdp.eyewear** profile and invite it as a collaborator on the post using Instagram's "Invite Collaborators" feature, to include the official hashtag of the initiative **#rdpchallenge** and the hashtag **#suppliedbyRDPeyewear** (or any other wording that the Promoting Company may indicate, or in any case capable of conveying to the public the nature of the initiative for the purposes of transparency in commercial communication). Posts not containing the aforementioned mention and the required hashtags shall not be taken into consideration for the purposes of participation in the selection of the Brand Ambassador.

The posts deemed best by the above-mentioned team of experts shall be published on the Company's official profile **@rdp.eyewear**.

The aforementioned team shall assess the posts created by the participants on the basis of the following criteria:

- Effectiveness
- Aesthetics
- Message
- Quality of execution
- Interpretation of the product and of the values connected thereto
- Originality
- Ability to engage the community

The Company reserves the right not to select any User if the posts created do not meet the required criteria.

Clarifications regarding participation:

- a. Users must set their Instagram profile to “public”, both for the promotional purposes of the initiative and to allow them to be contacted in the event of selection by the Company, which is hereby released from any liability in the event of failure to deliver the selection notice for this reason or for any other reason not attributable to it.
- b. Each User may participate using only one Instagram account.
- c. Each User may submit as many applications as they wish to the Casting throughout the entire Participation Period, and may therefore apply again in the event of non-selection.
- d. Posts that do not contain either the mention or the hashtags indicated above shall not be taken into consideration for participation purposes, just as posts that are offensive, contrary to law, public order or public morality shall not be valid for participation purposes.
- e. Selected Users shall not be entitled to any compensation for carrying out the activities described above, other than receipt of the products indicated above, as consideration for the work performance, which consists exclusively in the creation and publication of one or more posts on their own profile and, where applicable, on that of the promoting Brand, as described above, following the testing of the products supplied by the Promoting Company. Since this agreement concerns the assignment and/or sharing of rights in intellectual works, the user/author undertakes to ensure that such productions are their exclusive property, or have been independently created, and that therefore the user/author shall be the sole holder of any and all intellectual property rights, having full and free availability thereof for the assignment and/or sharing of rights, which forms part of the subject matter of this activity. For this reason, the agreement established between the parties by the mere application also governs the assignment of the right of commercial exploitation through the publication and use - with or without profit-making purposes - of the intellectual and artistic work from time to time developed by the user/author in favour of the promotional initiative **#rdpchallenge** and shall be conducted in full compliance with commercial law and shall be governed by the Italian Civil Code, Book V, Articles 2575 et seq., the Publishing Law, the Copyright Law (Law No. 633/1941), the relevant Community directives and Law No. 128/2004.
- f. Participation in the initiative **#rdpchallenge** is completely free of charge, without prejudice to telephone and Internet connection costs, which shall be borne by the User according to the rates applied from time to time by their operator.
- g. Participation in the initiative **#rdpchallenge** implies full acceptance by the User of these conditions, which are entirely subject to Italian law.
- h. To the fullest extent permitted by law, and except in cases of wilful misconduct or gross negligence, neither the promoting Company X Energy S.r.l. nor the managing company The Producer S.r.l. shall assume any liability for access problems, impediments, malfunctions and/or difficulties concerning technical tools, computers,

cables, electronics, software and hardware, transmission and connection, or telephone lines that may prevent a User from participating in the initiative, nor shall they assume any liability in the event of failure to deliver the selection notice or failure to receive the products to be tested due to the indication of incorrect and/or untrue addresses (electronic or residential) or personal data by Users and/or resulting from delivery problems attributable to third parties, such as the couriers used for shipping.

Art. 7 - Consideration in favour of the selected User

The author of the post which, among all those published by the participants selected by the above-mentioned team of experts, shall have been judged the most original and capable of representing the RDP Eyewear brand, also, but not only, by having received the most likes on Instagram during the validity period of the initiative - that is, until 15 October 2026 - shall acquire the status of "Ambassador" of RDP Eyewear and shall be awarded a work contract worth Euro 5,000.00 (five thousand/00) concerning one day of service and the use of their image for the creation of a photo shoot, which shall be used by the Company for a social marketing campaign for the RDP Eyewear brand. Said amount therefore represents the consideration for one day of service (8 hours) and the related advertising exploitation rights, as a model (commercial project).

Art. 8 - Non-selection of the candidate and provision of the discount code

All Users participating in the Casting who have not been selected shall receive, at the same Instagram account used for participation, a 20% (twenty percent) discount code to be used at checkout for the purchase of any product on the website rdpeyewear.com. This part of the initiative is exempt from the application of the rules on "prize promotions" since the discount code shall be granted to all participants in the absence of any prior purchase by them. When sending the discount code, the Company shall invite Users to submit a new application, which shall follow the same procedures described above and may be made within the same Participation Period.

Art. 9 - Publicity of the initiative

These Terms and Conditions are published on the Company's official website at challenge.rdpeyewear.com.

Art. 10 - Image rights and intellectual property

By participating in the Casting, the Participant declares:

- a) that they are the sole author of the content and photographs posted through Instagram and that, therefore, they do not infringe third-party rights under Law No. 633/1941, as amended, on copyright;
- b) that, in relation to the photographs, no economic exploitation rights have in any way been granted exclusively to third parties;

- c) that they are authorised to publish where other persons are portrayed and/or mentioned in the content forming the subject of the posts and/or where trademarks and/or objects subject to copyright are visible, and that they have informed the parties concerned about the use they would make thereof, or declare that they have made it unequivocally clear that such content would be used for participation in a promotional initiative involving its publication on the web and have therefore obtained from all parties involved consent to the use and dissemination under the terms described above;
- d) that the content of the photographs is not contrary to mandatory rules, public order, public morality or common standards of decency;
- e) that the published content is not obscene or detrimental to the image of the Promoting Company, the Manager or third parties, and that it does not expose either the promoter or the manager to liability towards third parties;
- f) that they therefore undertake to indemnify and hold the Company harmless from any third-party claim, cost, direct or indirect damage, loss, charge or prejudice, however arising from the use, including partial use and in any context, of the published content and from false, deceptive and/or misleading statements contained in the published material.

The image rights relating to the photo shoot carried out with the User selected as winner of the initiative and the related economic exploitation rights shall be governed by the specific agreement that shall be submitted to the User selected as Brand Ambassador at the end of the initiative called RDP Eyewear Challenge. Should the selected User fail to accept the terms of the agreement, the managing Company shall be entitled to proceed to the runner-up (and then from the runner-up to the third-ranked participant, and so forth) without owing anything to the User who refused to sign the agreement relating to the exploitation of image rights.

INFORMATION NOTICE ON THE PROCESSING OF USERS' PERSONAL DATA

Data Controller

The **Company**, as identified above (hereinafter, the "**Controller**"), and the **Manager**, as identified above, acting as processor, hereby inform, pursuant to Article 13 of EU Regulation No. 2016/679, that the personal data of users participating in the above-mentioned initiative (hereinafter, "**data subjects**") shall be processed for the purposes and according to the methods set out below:

Legal basis and purposes of the processing

The Controller and the processor process personal, identification and non-sensitive data - including name, surname, address, e-mail, date of birth, social profile data - (hereinafter also "**data**") that shall be voluntarily provided by Users when participating in this initiative, solely for the purposes of participation therein and for any sending of material relating thereto. The processing of data for further purposes shall be subject to a specific information notice submitted to the data subjects so that the data subjects may give consent that is **clear and unequivocal, freely given, specific, verifiable and revocable**.

Provision of data

The provision of data for the purposes described above is mandatory for participation in the Casting; therefore, in the event of failure to provide such data, or partial or inaccurate provision thereof, the application may not be taken into consideration for the purposes of selection and participation in the promotional initiative.

Processing methods and data retention period

The aforementioned personal data are processed by automated means (e.g. using electronic procedures and media) and/or manually (e.g. on paper media), also with the aid of IT tools, for the time necessary to achieve the purposes for which the data were collected, and specifically for the entire duration of the initiative, and in such a way as to ensure their security and confidentiality in accordance with the legislative provisions in force on the processing of personal data.

Recipients

The above-mentioned personal data may be disclosed, exclusively for the purposes described above, to employees and collaborators of the Controller, to third-party service providers (by way of example, providers for website management and maintenance, professional firms, etc.) who shall act as independent Data Controllers or Data Processors, or to persons Authorised to process the data. The updated list of Processors may always be requested from the Data Controller by contacting the address indicated below.

Transfer to third countries

For the purposes indicated above, the Data Controller uses servers located within the European Union; therefore, on the basis of EU Regulation 2016/679, the processing is to be deemed lawful.

Communication of data

Without express consent, the Controller may communicate the data, for the purposes described above, to supervisory bodies, judicial authorities and all other entities to whom communication is mandatory by law for the fulfilment of the aforementioned purposes. The data shall never be disseminated.

Rights of the data subject

Pursuant to Articles 13 et seq. of EU Regulation 2016/679 ("**GDPR**"), in relation to the personal data processed, the data subject has the right to obtain at any time from the Controller:

Access. Confirmation as to whether or not data concerning them are being processed and information on the content and source of such data.

Rectification. Verification of the accuracy of their data and the right to request the integration of incomplete data, as well as the updating and/or correction of inaccurate data.

Erasure. Erasure of their data by the Controller, anonymisation of the data or blocking of data that may have been processed in breach of applicable law.

Restriction of processing. Restriction of the processing of their data where:

- the accuracy of their personal data is contested, for the period necessary for the Controller to verify the accuracy of such data;
- the processing is unlawful and the data subject objects to the erasure of their personal data and requests that their use be restricted;
- although the Controller no longer needs the data for processing purposes, the data are necessary for the establishment, exercise or defence of a legal claim;
- the Participant has objected to processing pursuant to Article 21(1) of the GDPR pending verification as to whether the Controller's legitimate grounds for continuing the processing override those of the Participant.

Withdrawal. The withdrawal of consent to the processing of their personal data previously given, without in any way affecting the lawfulness of processing based on consent before its withdrawal.

Data portability. Receipt of their data in a structured, commonly used and machine-readable format and, where technically feasible, transfer without hindrance to another controller.

Objection. Objection, in whole or in part, on legitimate grounds, to the processing of their data.

Lodging of a complaint. Data subjects who believe that the processing of personal data concerning them is carried out in breach of the GDPR have the right to lodge a complaint with the Garante, as provided for by Article 77 of the GDPR itself, or to bring proceedings before the appropriate judicial authorities (Article 79 of the GDPR).

Methods for exercising rights

To exercise the rights listed above and to withdraw consent, the data subject may send a written communication to the following e-mail address: theproducer@legalmail.it.

Minors

This notice is not intended for minors under the age of 18. The Controller does not intentionally collect personal information relating to minors. Should information concerning minors be inadvertently recorded, the Controller shall delete it promptly upon request by the party concerned.