

# FURLA

## TERMS & CONDITIONS AND PRIVACY POLICY

### USER-GENERATED CONTENT

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# FURLA

## UNITED KINGDOM

### TERMS AND CONDITIONS – USER-GENERATED CONTENT

Furla S.p.A., with registered office in Via Bellaria 3/5, San Lazzaro di Savena (BO) (“**Furla**”) is interested in the participation of all Instagram users (the “**User**”) in the online community on their website [www.furla.com](http://www.furla.com) (the “**Community**”) and has decided to regulate it via the following terms and conditions reported here.

In particular, Furla’s official Instagram account selects, at its discretion, Users’ posts (the “**Posts**”) that contain, purely by way of example, images, photographs, videos, sounds, music, texts, messages and works of any nature containing Furla products or tagging Furla (“**Content**”), deemed interesting for the Community.

#### Authorisation of Content use

Furla, by request in a comment on each Post, will ask the User for authorisation for the use of their Posts and the related Content deemed interesting for use in the Community and for Furla sales purposes.

Upon receiving the request, the User can authorise Furla to use their Content by responding with the hashtag #furlaok according to the instruction given by Furla in the Post’s comment.

By using the hashtag #furlaok, the User acknowledges and agrees with the Terms and Conditions, according to Furla’s direction, grants Furla the right to collect, process, use, store, transfer, and disclose (including, by way of example and not limited to, to copy, distribute, reproduce, give, use, modify, process, transform, store in a database, modify in any way, insert or replace comments and/or captions and/or disclose to third parties) the Content for the promotional and commercial purposes (described, in details, in the Privacy Notice below) and according to the advertising and/or sales means and choices that Furla deems appropriate, for the entire duration of the related rights, free of charge, non-exclusive and without territorial restrictions, as well as to combine/link Content to Content/Posts of other Users for the reasons listed above. If there are changes to these Terms and Conditions, Furla will notify the User of the changes which may materially affect the use of the User’s personal information.

#### User guarantees

The User declares to be 18 or over or, in any case, the minimum age set out by Instagram’s conditions of use, as well as the legitimate owner of the profile that had made the Posts and Content. The User declares that he/she has reviewed the Terms and Conditions with his/her parent or guardian, if required by any applicable laws and regulations of the country of residence.

The User declares that the Content is original and that it does not violate, even indirectly, any property or personal rights, namely copyright (moral or financial) or third-party intellectual property rights.

The User declares that possible other individuals involved in the Content or, in any case, the Post (e.g. in photographs of more than one person) have specifically consented to the use of their image, including their voice, for Furla’s above purposes.

The User, always subject to the potential automatic precautionary monitoring established by Instagram on posts with sensitive content, declares that the Content and related Post are not offensive and/or racist, do not incite hate and discrimination of any kind, are not harassing or threatening and are not in any way against public order or the common sense of decency.

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In any case, the User commits to indemnify, also judicially, Furla from any requests, disbursements, damages, claims, potential prejudice deriving from/connected to the falsity or inaccuracy of the aforementioned guarantees.

## **The Users' representations and warranties**

The User declares to have understood and to accept that Furla only implements the re-sharing on the Community of a copy of the Content and related Post published by the User themselves on their own Instagram profile, and that each copy is freely shareable via Facebook, Instagram and Twitter and any other means of sharing, present or future, by third parties visiting the Community. It is further understood that the possible deletion of the Post and Content from the Community by Furla, for any reason, will not have any effect on the original Post and related Content of the User on their Instagram account, as well as other potential uses/copies carried out by third parties via the Community.

The User declares to have understood and to accept that Furla cannot prevent third parties from copying and/or altering and/or reproducing the Content and/or Post directly from the Community. Consequently, Furla cannot be held responsible for potential violations of any rights, either of the User and/or of third parties involved in the Content, or of other subjects, deriving, in any way, from their use and/or sharing of the Post and Content published on the Community.

In relation to the above, the User commits to indemnify, also judicially, Furla from any requests, disbursements, damages, claims, potential prejudice deriving from/connected to any use by third parties of the copy of the Content of and/or Post published by Furla on the Community.

The User commits to collaborate with Furla in reference to third-party claims in relation to the above, giving immediate notice without hesitation to Furla in the event that they become aware of it, giving their full cooperation in the defence.

The User agrees that by authorising Furla's use of the Content from the Post the User is not and will not be considered an employee, contractor, agent, representative, or spokesperson for Furla. The User shall not make any public comment stating or implying such status with Furla. The User shall not receive any compensation or other remuneration for the Content, directly or indirectly. The User shall cooperate with Furla by affirming, at Furla's request, that no benefit, direct or indirect, in cash or in kind, has been provided for use of the Content.

## **General instructions**

If any of these terms and conditions should be, for any reason, considered invalid or ineffective and/or inapplicable, this will be separated and will not affect the validity of the terms and conditions as a whole.

Furla's failure to exercise any right in the terms and conditions disclosed will not be interpreted as a waiver and will in no way negate Furla's right to validate it at a later time.

These terms and conditions are applied and interpreted exclusively according to Italian law and all related disputes are at the exclusive jurisdiction of the Court of Milan.

In case of inconsistency between the Italian and/or English text and the text in other languages, the Italian version of the terms and conditions will prevail.

These terms and conditions constitute the full agreement between Furla and the User in relation to the user of Content and Posts, and override any potential previous intervening agreement between Furla and the User regarding the Content and Posts themselves.

# FURLA

## INFORMATION FOR THE PROCESSING OF PERSONAL DATA – USER-GENERATED CONTENT

This information demonstrates how Furla S.p.A., with registered office in Via Bellaria 3/5, San Lazzaro di Savena (BO) (“**Furla**”) collects and processes your personal data as the Data Controller and in accordance with General Data Protection Regulation (EU) no. 679/2016 (GDPR) and any other applicable privacy laws (including the Australian *Privacy Act 1988* (Cth), Personal Data Protection Act 2010 (PDPA) (hereinafter collectively referred to as “**Data Protection Laws**”, for promotional and sales reasons and to promote the participation of users in the online community on Furla’s official website (the “**Community**”).

### Categories of Personal Data and purposes of data processing

Furla is interested in making it possible for Instagram users who post, for example, images, photographs, videos, sounds, music, texts, messages and works of any nature, containing Furla products or that tag Furla (the “**Post**”) to be part of the Community.

If you are an Instagram user and publish a Post on your personal profile containing a Furla product or containing a tag or hashtag referring to Furla, then the official Furla Instagram account can contact you by commenting on the Post and asking you to use the hashtag #furlaok to consent to the publication and maintenance of your post on the Community.

Only in the event that you give consent using the hashtag #furlaok will Furla process the following personal data within the Post chosen by Furla (“**Personal Data**”): (i) Instagram account name; (ii) personal image (including voice), either alone or together with the image of other people that also appear in the Post; (iii) all other data or information present within the caption of your Post.

If your Post also contains Personal Data of other individuals (e.g. group photos, other users’ tags etc.), please be aware that Furla shall also process the Personal Data of the third parties appearing in the Post. In this case Furla shall consider that all the information contained herein have been provided to such third parties by you. To this end you undertake to promptly provide the abovementioned third parties with the link to this document and/or share it by any other mean (for instance, by visiting the relevant section in Furla official website [www.furla.com](http://www.furla.com)).

All such Personal Data are collected and processed by Furla for the purpose of giving you the opportunity to participate and be involved in the interactions between Furla and its customers and brand appreciators. The collections of the Personal Data is, furthermore, performed by Furla for general marketing, commercial, promotional and brand awareness purposes.

### Methods of processing Personal Data

Once your Personal Data has been acquired, Furla, using the specific online platform “Livestory”, will re-publish your Post on the Community, where it will be visible to the public and can be re-shared via Facebook, Instagram and Twitter and any other means of sharing, present or future.

Please remember that Furla, during the processing of your Personal Data, does not acquire the original Post, but simply publishes a “copy” on the Community. Consequently, Furla only has control over the “copy” of the Post shared on the Community via the online platform “Livestory”, and cannot in any way take action on your original Post, or on any potential copies re-shared by third parties. In the same way, potential re-sharing of your Post published by Furla will not have any effect on the original Post on your Instagram account.

### Legal basis of processing

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Your Personal Data will be collected and processed based on your explicit consent to the publication and maintenance of a copy of your Post by Furla on the Community, confirmed via the hashtag #furlaok following a comment made on your Post by Furla's official Instagram account.

## **Compulsory/optional nature of providing Personal Data and consequences in the event of lacking communication**

The provision of your Personal Data is optional. If lacking, Furla cannot carry out any re-sharing of your Post on the Community.

You can let Furla know at any time if you would like to remove the re-sharing of your Post from the Community by emailing [privacy@furla.com](mailto:privacy@furla.com). This, as well as the removal of your Post once the maximum re-sharing period has passed, or before if decided by Furla, will not have any effect on the original Post published on your Instagram account.

## **How do we protect your Personal Data?**

Your Personal Data will be processed correctly, lawfully and transparently, protecting your rights according to the applicable Data Protection Laws. Furla will take all reasonable steps to ensure that your Personal Data is securely stored, that it is used only for the reasons established in this privacy information (and for no other reason) and that it can be viewed or corrected upon your request.

Furla adopts appropriate organisational, technical and administrative measures to protect itself against the loss, improper use and alteration of Personal Data under its control (also pursuant to what is established by art. 32 of GDPR).

## **Storage period of your Personal Data**

Your Personal Data, collected with your consent for its re-sharing on the Community, will be stored no longer than necessary for its purpose and, in any case, no longer than one year from the date posted, after which it will be destroyed or rendered unusable or anonymous.

## **Potential recipients of your Personal Data**

Your Personal Data will be processed in electronic or physical format by individuals appointed by Furla duly instructed and appointed in writing as data managers for the online publication and maintenance of Posts, and can be shared with the "Livestory" platform operator for uploading Posts to the Community, as this is strictly necessary to achieve the purposes indicated above and respecting GDPR security measures.

## **Transmission of Personal Data to a third-party country**

Posts may be transmitted via the Community on Furla's website, therefore without territorial restrictions. Furla cannot predict beforehand in which countries the Content will be visible but will take care to use social networks and channels that conform to any requirements provided by the applicable Data Protection Laws (and, in particular, the GDPR).

## **Your rights**

Furla declares to act in compliance with the applicable Data Protection Laws. In relation to the aforementioned processing of your Personal Data and according to the GDPR, you may, at any time by e-mailing [privacy@furla.com](mailto:privacy@furla.com), exercise the following rights:

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Right to access;

Right to correct inaccurate data and integrate incomplete data;

Right to delete Personal Data;

Right to limit data processing;

In the event that processing is based on consent or contract and is carried out automatically, the right to receive your Personal Data in a structured format, of general use and automatically legible, if technically feasible, and to transmit your Data to another owner;

Right to oppose the processing of data carried out;

You also have the right to lodge a complaint with the Control Authority, e.g. the Italian Guarantor for the Protection of Personal Data (cd. "Privacy Guarantor") and/or with other competent control authorities.

Contact details of the privacy officer

For any questions on this Privacy Notice, further information and to exercise your privacy rights please contact the data protection officer, EUCS Srls Unipersonale, Piazzale Mazzini 64, 35137 Padova, Italy, Dr. Eric Falzone, email: [dpo@furla.com](mailto:dpo@furla.com).

# FURLA

## ITALY

### TERMINI E CONDIZIONI – CONTENUTI GENERATI DAGLI UTENTI

Furla S.p.A., con sede legale in via Bellaria 3/5, San Lazzaro di Savena (BO) ("**Furla**") è interessata alla partecipazione di ogni utente Instagram ("**Utente**") alla community online sul proprio sito web [www.furla.com](http://www.furla.com) (la "**Community**") ed ha deciso di regolarla tramite i termini e condizioni qui di seguito riportati.

In particolare, l'account Instagram ufficiale di Furla seleziona, a propria discrezione, i post degli Utenti (i "**Post**") che contengono, a mero titolo esemplificativo, immagini, fotografie, video, suoni, musiche, testi, scritti ed opere di qualsivoglia natura contenenti prodotti Furla o con il tag Furla ("**Contenuti**"), ritenuti interessanti per la Community.

#### Autorizzazione all'utilizzo dei Contenuti

Furla, tramite richiesta in apposito commento a ciascun Post, chiederà all'Utente l'autorizzazione a servirsi dei Post e dei relativi Contenuti ritenuti interessanti per la partecipazione alla Community e per finalità commerciali di Furla.

Una volta ricevuta la richiesta, l'Utente può autorizzare Furla ad utilizzare i Contenuti rispondendo con l'hashtag #furlaok secondo le istruzioni date da Furla nel commento al Post.

Utilizzando l'hashtag #furlaok nelle modalità previste da Furla, l'Utente riconosce e accetta i Termini e le Condizioni, secondo le direttive di Furla, concede a Furla il diritto di raccogliere, elaborare, utilizzare, conservare, trasferire e divulgare (incluso, a titolo esemplificativo e non esaustivo, copiare, distribuire, riprodurre, cedere, utilizzare, modificare, elaborare, trasformare, conservare in database, modificare in qualsiasi modo, inserire o sostituire commenti e/o didascalie e/o divulgare a terzi) i Contenuti per le finalità promozionali e commerciali (descritte, nel dettaglio, nella successiva Informativa sulla Privacy) e secondo le modalità e le scelte pubblicitarie e/o commerciali che Furla riterrà opportune, per tutta la durata dei relativi diritti, in forma gratuita, non esclusiva e senza limitazioni territoriali, nonché per combinare/collegare i Contenuti ai Contenuti/Post di altri Utenti per le ragioni sopra elencate. In caso di modifiche ai presenti Termini e Condizioni, Furla comunicherà all'Utente le modifiche che potrebbero incidere in maniera rilevante sull'utilizzo dei dati personali dell'Utente.

#### Garanzie dell'Utente

L'Utente dichiara di essere maggiorenne o, comunque, di avere l'età minima prevista dalle condizioni di Instagram per il suo utilizzo, oltre che di essere il legittimo titolare del profilo da cui ha effettuato i Post con i Contenuti. L'Utente dichiara di aver esaminato i Termini e le Condizioni con il proprio genitore o tutore, se richiesto dalle leggi e dai regolamenti applicabili nel paese di residenza.

L'Utente dichiara che il Contenuto è originale e che non viola, nemmeno indirettamente, alcun diritto patrimoniale o personale, ovvero diritto d'autore (morale o economico) o diritto di proprietà intellettuale di terzi.

L'Utente dichiara che eventuali altre persone fisiche coinvolte nel Contenuto o, comunque, nel Post (ad es., in fotografie che ritraggono più di una persona) hanno specificamente acconsentito all'utilizzo della loro immagine, ivi compresa la voce, per le finalità di Furla di cui sopra.

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L'Utente, fatti sempre salvi gli eventuali controlli preventivi automatici posti in essere da Instagram sui post a contenuto sensibile, dichiara che il Contenuto ed il relativo Post non sono offensivi e/o razzisti, non incitano all'odio ed alla discriminazione di qualsivoglia tipologia, non sono molesti o minacciosi e non sono in alcun modo contrari all'ordine pubblico ed al comune senso del pudore.

In ogni caso, l'Utente si impegna a manlevare e tenere indenne, anche processualmente, Furla da qualsiasi richiesta, esborso, danno, pretesa, pregiudizio eventualmente derivante da/connesso alla falsità od inesattezza delle proprie garanzie di cui sopra.

## **Responsabilità di Furla**

L'Utente dichiara di aver compreso e di accettare che Furla effettua solamente la ri-condivisione sulla Community di una copia del Contenuto e del relativo Post pubblicato dall'Utente stesso sul proprio profilo Instagram e che tale copia è liberamente condivisibile tramite Facebook, Instagram e Twitter e qualsiasi altro mezzo di diffusione, presente o futuro, da parte di terzi che visitano la Community. Resta inoltre inteso che l'eventuale cancellazione del Post e del Contenuto dalla Community da parte di Furla, per qualsiasi ragione, non avrà alcun effetto sul Post e sui relativi Contenuti originali dell'Utente sul proprio account Instagram, oltre che su eventuali utilizzi/copie effettuati da terzi tramite la Community.

L'Utente dichiara di aver compreso e di accettare che Furla non può impedire che terzi copino e/o alterino e/o riproducano il Contenuto e/o il Post direttamente dalla Community. Pertanto, Furla non può essere ritenuta responsabile di eventuali violazioni di qualsivoglia diritto, sia dell'Utente e/o di terzi coinvolti nel Contenuto, ovvero di altri soggetti, derivante, in qualsiasi maniera, dal loro utilizzo e/o dalla condivisione di Post e Contenuti pubblicati sulla Community.

In relazione a quanto sopra, L'Utente si impegna a mantenere manlevata ed indenne, anche processualmente, Furla da qualsiasi richiesta, esborso, danno, pretesa, pregiudizio eventualmente derivante da/connesso a qualsivoglia utilizzo da parte di terzi della copia di Contenuti e/o Post pubblicata da Furla sulla Community.

L'Utente si impegna a collaborare con Furla con riferimento a rivendicazioni di terzi in relazione a quanto sopra, dandone prontamente e senza indugio notizia a Furla qualora ne venisse a conoscenza e prestando la propria piena collaborazione nella difesa.

L'Utente riconosce che autorizzando Furla a utilizzare i Contenuti del Post l'Utente non è e non sarà considerato un dipendente, appaltatore, agente, rappresentante o portavoce di Furla. L'Utente non deve fare commenti pubblici che affermino o implichino tale relazione con Furla. L'Utente non riceverà alcun compenso o altra remunerazione per i Contenuti, direttamente o indirettamente. L'Utente collaborerà con Furla affermando, su richiesta di Furla, che non è stato corrisposto nessun compenso, diretto o indiretto, in denaro o in natura, per l'utilizzo dei Contenuti.

## **Disposizioni generali**

Qualora uno qualsiasi dei presenti termini e condizioni dovesse per qualsivoglia ragione essere considerato nullo ovvero inefficace e/o inapplicabile, questo verrà separato e non pregiudicherà l'intera validità dei presenti termini e condizioni.

Il mancato esercizio da parte di Furla di qualsivoglia diritto previsto nei presenti termini e condizioni non dovrà essere interpretato come rinuncia allo stesso e non inficerà in alcun modo il diritto di Furla a farlo valere successivamente.

I presenti termini e condizioni sono applicati ed interpretati esclusivamente secondo la legge Italiana e tutte le controversie a ciò correlate sono di esclusiva competenza del Foro di Milano.



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In caso di discordanza tra il testo in italiano e quello in altra lingua dei presenti termini e condizioni, la versione in lingua italiana prevarrà.

I presenti termini e condizioni costituiscono l'intero accordo tra Furla e l'Utente in merito all'utilizzo dei Contenuti e dei Post e sostituiscono qualsiasi eventuale accordo precedentemente intercorso tra Furla e l'Utente in merito ai Contenuti ed i Post stessi.

# FURLA

## INFORMATIVA PER IL TRATTAMENTO DEI DATI PERSONALI – CONTENUTI GENERATI DAGLI UTENTI

La presente informativa illustra come Furla S.p.A., con sede legale in via Bellaria 3/5, San Lazzaro di Savena (BO) ("**Furla**") raccoglie e tratta i tuoi dati personali in qualità di Titolare del Trattamento ed ai sensi del Regolamento Generale (UE) per la Protezione dei Dati Personali n. 679/2016 (GDPR) e di qualsiasi altra legge sulla privacy applicabile (incluso il *Privacy Act 1988* (Cth) australiano e il Personal Data Protection Act 2010 (PDPA), di seguito collettivamente denominate "**Leggi sulla protezione dei dati**"), per finalità di tipo promozionale, commerciale e per favorire la partecipazione degli utenti alla community online sul sito web ufficiale di Furla (la "**Community**").

### Categorie di Dati Personali trattati

Furla ha interesse a far sì che gli utenti Instagram che postano a mero titolo esemplificativo, immagini, fotografie, video, suoni, musiche, testi, scritti ed opere di qualsivoglia natura, contenenti prodotti Furla o che taggano Furla (il "**Post**") siano parte della Community.

Se sei un utente Instagram e pubblichi sul tuo profilo personale un Post contenente prodotti Furla o contenente un tag o un hashtag riferito a Furla, allora l'account ufficiale Instagram di Furla potrebbe contattarti commentando il Post e chiedendoti di usare l'hashtag #furlaok per acconsentire alla pubblicazione ed al mantenimento del tuo Post sulla Community.

Solo nel caso in cui tu darai il tuo consenso tramite l'hashtag #furlaok, Furla tratterà i seguenti dati personali presenti all'interno del tuo Post selezionato da Furla (i "**Dati Personali**"): (i) nome dell'account Instagram; (ii) immagine personale (ivi compresa la voce), sia da sola che assieme all'immagine di altre persone che compaiono nel Post; (iii) ogni ulteriore dato o informazione presente all'interno della didascalia del tuo Post.

Se il tuo post contiene anche Dati Personali di altre persone (ad esempio foto di gruppo, tag di altri utenti, ecc.), tieni presente che Furla tratterà anche i dati personali dei soggetti terzi che compaiono nel Post. In questo caso Furla considererà che tutte le informazioni qui contenute sono state fornite da te a tali soggetti terzi. A tal fine ti impegni a fornire tempestivamente ai suddetti soggetti terzi il link al presente documento e/o a condividerlo con qualsiasi altro mezzo (ad esempio, visitando l'apposita sezione del sito ufficiale di Furla [www.furla.com](http://www.furla.com)).

Tutti questi Dati Personali sono raccolti e trattati da Furla al fine di darti la possibilità di partecipare ed essere coinvolto nelle interazioni tra Furla, i suoi clienti e gli estimatori del marchio. La raccolta di Dati Personali è inoltre effettuata da Furla per finalità generali di marketing, commerciali, promozionali e di notorietà del marchio.

### Modalità di trattamento dei Dati Personali

Una volta acquisiti i Dati Personali, Furla, tramite la apposita piattaforma online "Livestory", ri-pubblicherà il tuo Post sulla Community, dove sarà visibile al pubblico e potrà essere ri-condiviso, tramite Instagram, Facebook o Twitter e qualsiasi altro mezzo di diffusione, presente o futuro.

Ti preghiamo di ricordare che Furla, nel trattare i tuoi Dati Personali, non acquisisce il tuo Post originale, ma ne pubblica semplicemente una "copia" sulla Community. Pertanto, Furla ha unicamente il controllo del contenuto della "copia" del tuo Post condivisa sulla Community tramite la piattaforma online "Livestory" e non può in alcun modo agire sull'originale da te pubblicato sul tuo account, né su eventuali copie ri-condivise da terzi. Allo stesso modo, eventuali ri-condivisioni del tuo Post pubblicato da Furla non avranno effetti sul Post originale sul tuo account Instagram.

### Base giuridica del trattamento

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I tuoi Dati Personali saranno raccolti e trattati in virtù del tuo esplicito consenso alla pubblicazione ed al mantenimento di una copia del tuo Post da parte di Furla sulla Community, conferito tramite l'hashtag #furlaok a seguito della richiesta, tramite commento al tuo Post, da parte dell'account Instagram ufficiale di Furla.

## Natura obbligatoria/facoltativa del conferimento dei Dati Personali e conseguenze in caso di mancata comunicazione

Il conferimento dei tuoi Dati Personali è facoltativo. In mancanza, Furla non potrà effettuare alcuna ri-condivisione del tuo Post sulla Community.

Potrai in ogni momento comunicare a Furla la tua intenzione di voler cancellare la ri-condivisione del tuo Post sulla Community scrivendo una mail a [privacy@furla.com](mailto:privacy@furla.com). Questo, così come la cancellazione del tuo Post una volta trascorso il periodo massimo di ri-condivisione, ovvero anticipatamente per decisione di Furla, non avrà alcun effetto sul Post originale pubblicato sul tuo account Instagram.

## Come proteggiamo i tuoi Dati Personali?

Il trattamento dei tuoi Dati Personali sarà improntato ai principi di correttezza, liceità e trasparenza, tutelando la tua riservatezza ed i tuoi diritti. Furla intraprenderà tutte le azioni ragionevoli per garantire che i tuoi Dati Personali siano conservati al sicuro, che siano utilizzati soltanto per le finalità stabilite nella presente informativa sulla privacy (e per nessun'altra finalità) e che possano essere consultati o corretti dietro tua richiesta.

Furla adotta congrue misure organizzative, tecniche e amministrative per tutelarsi contro la perdita, l'uso improprio e l'alterazione dei Dati Personali sotto il proprio controllo, anche ai sensi di quanto disposto dall'art. 32 del GDPR.

## Periodo di conservazione dei tuoi Dati Personali

I tuoi Dati Personali raccolti con il tuo consenso per la loro ri-condivisione sulla Community saranno conservati per un periodo non superiore a quello necessario per tale finalità e, in ogni caso, non superiore ad 1 anno dalla data del conferimento, dopodiché saranno distrutti o resi inutilizzabili o anonimizzati.

## Eventuali destinatari dei tuoi Dati Personali

I tuoi Dati Personali saranno trattati, sia in forma elettronica che cartacea, da incaricati di Furla debitamente istruiti e nominati per iscritto quali responsabili del trattamento per la pubblicazione ed il mantenimento online dei Post e potranno essere condivisi con il gestore della piattaforma "Livestory" per il caricamento dei Post sulla Community, il tutto nei limiti in cui ciò sia strettamente necessario per il conseguimento delle finalità sopra indicate e nel rispetto delle misure di sicurezza previste dal GDPR.

## Trasferimento dei Dati Personali in un Paese terzo

I Post possono essere diffusi tramite la Community sul sito web Furla, pertanto senza limitazioni territoriali. Furla non può prevedere a priori in quali Paesi saranno visibili i Contenuti, ma avrà cura di utilizzare social network e canali che si dichiarino conformi ai requisiti previsti dalle Leggi applicabili sulla protezione dei dati (e, in particolare, il GDPR).

## I tuoi diritti

In relazione ai predetti trattamenti dei tuoi dati personali, potrai esercitare, in qualunque momento tramite e-mail all'indirizzo [privacy@furla.com](mailto:privacy@furla.com) i seguenti diritti, alle condizioni ed entro i limiti di cui agli artt. 12 e 13 GDPR:

# FURLA

Diritto di accesso (art. 15 GDPR);

Diritto di rettifica dei dati inesatti e integrazione dei dati incompleti (art. 16 GDPR);

Diritto di cancellazione dei Dati Personali (art. 17 GDPR);

Diritto alla limitazione del trattamento (art. 18 GDPR);

Nel caso in cui il trattamento sia basato sul consenso o sul contratto e sia effettuato con strumenti automatizzati, il diritto di ricevere in un formato strutturato, di uso comune e leggibile da dispositivo automatico i tuoi Dati Personali, nonché, se tecnicamente fattibile, di trasmetterli ad altro titolare senza impedimenti ai sensi dell'art. 20 GDPR;

Diritto di opposizione al trattamento svolto ai sensi dell'art. 6, paragrafo 1, lettere *e)* o *f)* GDPR;

Hai inoltre il diritto di proporre reclamo all'Autorità di controllo, ossia al Garante Italiano per la Protezione dei Dati Personali (cd. "Garante Privacy") e/o ad altre autorità di controllo competenti.

**Dati di contatto del responsabile privacy**

Per qualsiasi domanda sulla presente Informativa sulla Privacy, per ulteriori informazioni e per esercitare i tuoi diritti sulla privacy, puoi contattare il responsabile della protezione dei dati, EUCS Srls Unipersonale, Piazzale Mazzini 64, 35137 Padova, Italia, Dr. Eric Falzone, email: [dpo@furla.com](mailto:dpo@furla.com).

# FURLA

## GERMANY

### **ALLGEMEINE GESCHÄFTSBEDINGUNGEN – NUTZERGENERIERTE INHALTE**

Die Furla S.p.A. mit Geschäftssitz in via Bellaria 3/5, San Lazzaro di Savena (BO), Italien („**Furla**“) ist an der Partizipation aller Instagram-Nutzer („**Nutzer**“) in der Online-Community auf der Unternehmenswebseite [www.furla.com](http://www.furla.com) („**Community**“) interessiert und möchte diese mithilfe der folgenden Geschäftsbedingungen regeln.

Der offizielle Instagram-Account von Furla wählt nach eigenem Ermessen Nutzerposts („**Posts**“) aus, die beispielsweise Bilder, Fotografien, Videos, Klänge, Musik, Texte, Schriften und alle anderen Arten von Inhalten („**Inhalte**“) enthalten, die Furla Produkte oder das Furla Logo enthalten („**Inhalte**“), die als interessant für die Community erachtet werden.

#### **Autorisierung zur Inhaltsnutzung**

Furla kann mithilfe eines entsprechenden Kommentars zu den jeweiligen Posts um die Autorisierung für die Verwendung dieses Posts und seiner als interessant erachteten Inhalte für die Partizipation in der Community und die Geschäftszwecke von Furla bitten.

Nach Erhalt einer solchen Anfrage kann der Nutzer Furla zur Verwendung dieser Inhalte autorisieren, indem er entsprechend den von Furla im Kommentar zum Post aufgeführten Anweisungen mit dem Hashtag #furlaok antwortet.

Durch die Verwendung des Hashtags #furlaok entsprechend der von Furla vorgesehenen Modalitäten erkennt und akzeptiert der Nutzer die Nutzungsbedingungen und räumt Furla während der gesamten Dauer der jeweiligen Rechte die kostenlose, nicht exklusive Nutzung ohne Gebietsbeschränkungen der Inhalte ein, d.h. diese gemäß den Vorgaben von Furla zu sammeln, zu verarbeiten, zu verwenden, aufzubewahren, zu übermitteln und zu verbreiten (einschließlich, aber nicht ausschließlich durch Kopieren, Verteilen, Reproduzieren, Abtreten, Ausschöpfen, Modifizieren, Ausarbeiten, Transformieren, Speichern in der Datenbank, Verändern auf jegliche Weise, Einfügen und Ersetzen von Kommentaren und/oder Bildunterschriften sowie Offenlegen an Dritte) zu gewerblichen und Werbezwecken (detailliert beschrieben in der folgenden Datenschutzerklärung) und entsprechend den Bedingungen und Werbe- bzw. Handelsentscheidungen, die Furla als angemessen erachtet; dazu gehört auch das verbinden/verknüpfen der jeweiligen Inhalte mit Inhalten/Posts anderer Nutzer aus vorgenannten Gründen. Bei Änderung dieser Nutzungsbedingungen teilt Furla dem Nutzer die Änderungen mit, die sich in relevanter Weise auf die Verwendung der personenbezogenen Daten des Nutzers auswirken könnten.

#### **Nutzergewähr**

Der Nutzer erklärt, volljährig zu sein bzw. das von Instagram vorgesehene Mindestalter zur Nutzung des Services erreicht zu haben und der rechtmäßige Inhaber des Profils zu sein, von dem er den jeweiligen Post mit Inhalten abgeschickt hat. Der Nutzer erklärt, dass er die Nutzungsbedingungen mit seinen Eltern oder Erziehungsberechtigten geprüft hat, sofern gesetzlich und von den anwendbaren Richtlinien im Land seines Wohnsitzes gefordert.

Der Nutzer erklärt, dass es sich um Originalinhalte handelt und keine Inhaber- oder Personenrechte, (sittliche oder wirtschaftliche) Urheberrechte oder Rechte an geistigem Eigentum Dritter verletzt werden – auch nicht indirekt.

# FURLA

Der Nutzer erklärt, dass eventuelle weitere in den Inhalten bzw. im Post vorkommende natürliche Personen (z. B. bei Gruppenfotos) ausdrücklich der Verwendung ihres Bilds bzw. ihrer Stimme für die oben erwähnten Zwecke durch Furla zugestimmt haben.

Der Nutzer erklärt, unbeschadet eventueller automatischer von Instagram eingerichteten Vorabkontrollen der Posts in Bezug auf heikle Inhalte, dass der Inhalt und der entsprechende Post in keiner Weise beleidigend, rassistisch, hetzerisch, diskriminierend, belästigend bzw. drohend ist und weder die öffentliche Ordnung noch das allgemeine Schamgefühl verletzt.

Der Nutzer stellt Furla, auch gerichtlich, von Anforderungen, Auslagen, Schäden, Ansprüchen, Ersatzansprüchen frei, die sich aus und in Verbindung mit Unwahrheiten oder Unrichtigkeiten obiger Gewähr ergeben könnten.

## **Haftungsausschluss von Furla**

Der Nutzer erklärt, verstanden zu haben und damit einverstanden zu sein, dass Furla ausschließlich eine Kopie des Inhalts und des damit verbundenen vom Nutzer über dessen Instagram-Profil veröffentlichten Posts mit der Community teilt und dass diese Kopie von anderen Mitgliedern der Community frei über Facebook, Instagram und Twitter sowie allen sonstigen aktuellen oder zukünftigen Verbreitungsmitteln geteilt werden kann. Es versteht sich außerdem, dass die eventuelle Löschung des Posts und des Inhalts aus der Community durch Furla, egal, aus welchen Gründen, keine Auswirkungen auf den vom Nutzer mit seinem Profil auf Instagram veröffentlichten Originalpost und dessen Inhalte bzw. auf eventuelle Verwendungen/Kopien durch sonstige Community-Mitglieder hat.

Der Nutzer erklärt, verstanden zu haben und damit einverstanden zu sein, dass Furla nicht verhindern kann, dass Dritte den Inhalt und/oder den Post aus der Community kopieren, modifizieren und/oder reproduzieren können. Aus diesem Grund kann Furla nicht für eventuelle Verletzungen von Rechten des Nutzers bzw. von Rechten im Inhalt enthaltender Dritter und sonstigen Personen haftbar gemacht werden, die, egal, auf welche Weise, durch die Verwendung bzw. das Teilen von in der Community veröffentlichten Posts und Inhalten entstanden sind.

Dementsprechend stellt der Nutzer Furla, auch gerichtlich, frei von Anforderungen, Auslagen, Schäden, Ansprüchen, Ersatzansprüchen frei, die sich aus und in Verbindung mit Verwendungen jeder Art von in der Community veröffentlichten Inhalten und/oder Posts durch Dritte ergeben könnten.

Der Nutzer erkennt an, dass er, wenn er Furla die Nutzung der Inhalte des Nutzerposts genehmigt, nicht als Angestellter, Auftragnehmer, Vermittler, Vertreter oder Sprecher von Furla gilt oder gelten wird. Der Nutzer darf keine öffentlichen Kommentare abgeben, die eine solche Verbindung mit Furla bekräftigen oder implizieren. Der Nutzer erhält kein Honorar und keine andere direkte oder indirekte Vergütung für die Inhalte. Der Nutzer wird mit Furla zusammenarbeiten und auf Anfrage von Furla bestätigen, dass er für die Nutzung der Inhalte keine direkte oder indirekte Vergütung, in Form von Geld oder Naturalien, erhalten hat.

## **Allgemeine Bestimmungen**

Sollten einzelne Bestimmungen dieser Bedingungen aus irgendeinem Grund als ungültig oder unwirksam und/oder nicht durchsetzbar angesehen werden, wird diese ausgeschlossen, wobei die Wirksamkeit der vorliegenden Geschäftsbedingungen im Übrigen unberührt bleibt.

Die Nichtausübung jedweden in diesen Geschäftsbedingungen enthaltenen Rechts stellt keinen Verzicht darauf dar und beeinträchtigt in keiner Weise das Recht von Furla, diese Rechte in Zukunft durchzusetzen.

# FURLA

Die vorliegenden Geschäftsbedingungen werden ausschließlich nach italienischem Recht angewendet und ausgelegt. Alle diesbezüglichen Streitigkeiten fallen in die ausschließliche Zuständigkeit des Gerichts von Mailand, Italien.

Im Falle von Abweichungen zwischen dem italienischen Text dieser Geschäftsbedingungen und dem in einer anderen Sprache verfassten bzw. übersetzten, ist die italienische Version maßgeblich.

Die vorliegenden Geschäftsbedingungen stellen die gesamte Vereinbarung zwischen Furla und dem Nutzer bezüglich der Verwendung der Inhalte und Posts dar und ersetzen jedwede sonstige Vereinbarung, die zuvor zwischen Furla und dem Nutzer über die Inhalte und Posts geschlossen wurden.

# FURLA

## ERKLÄRUNG ZUR VERARBEITUNG PERSONENBEZOGENER DATEN – NUTZERGENERIERTE INHALTE

Die vorliegende Erklärung veranschaulicht, wie die Furla S.p.A., mit Hauptsitz in via Bellaria 3/5, San Lazzaro di Savena (BO), Italien, („Furla“) Ihre personenbezogenen Daten als Datenverantwortliche und in Übereinstimmung mit der Verordnung (EU) 2016/679 („DSGVO“) und sämtlicher anderer anwendbarer Gesetze zum Datenschutz (einschließlich des australischen *Privacy Act 1988* (Cth) und des Personal Data Protection Act 2010 (PDPA), nachfolgend gemeinsam bezeichnet als „**Datenschutzgesetze**“) zu gewerblichen und Werbezwecken und zur Förderung der Nutzerpartizipation an der Online-Community auf der offiziellen Furla-Website („**Community**“) erhebt und verarbeitet.

### Kategorien der verarbeiteten personenbezogenen Daten

Furla ist daran interessiert, dass Instagram-Nutzer, die Posts („**Posts**“) veröffentlichen, die beispielsweise Bilder, Fotos, Videos, Klänge, Musik, Texte, Schriften und alle anderen Arten von Inhalten enthalten, die wiederum Produkte von Furla enthalten, bzw. Instagram-Nutzer, die Furla taggen, zur Community gehören.

Wenn Sie ein Instagram-Nutzer sind und auf Ihrem persönlichen Profil einen Post veröffentlichen, der Produkte von Furla bzw. auf Furla bezogenen Tags bzw. Hashtags beinhaltet, kann es vorkommen, dass Sie über den offiziellen Instagram-Account von Furla per Kommentar kontaktiert und gebeten werden, den Hashtag #furlaok zu verwenden, um der Veröffentlichung und Pflege Ihres Posts in der Community zuzustimmen.

Nur wenn Sie ausdrücklich durch die Verwendung des Hashtags #furlaok Ihre Zustimmung geben, wird Furla folgende eventuell in Ihrem entsprechenden Post enthaltene personenbezogenen Daten („**personenbezogene Daten**“) verwenden: (i) Name des Instagram-Accounts; (ii) Ihr persönliches Bild bzw. Ihre Stimme sowie die aller weiteren eventuell im Post enthaltenen Personen; (iii) alle weiteren im Text Ihres Posts enthaltenen Daten bzw. Informationen.

Wenn Ihr Post ebenfalls personenbezogene Daten anderer Personen enthält (zum Beispiel Gruppenfotos, Tags von anderen Nutzern etc.), müssen Sie berücksichtigen, dass Furla ebenfalls die personenbezogenen Daten der Dritten in dem Post verarbeitet. In diesem Fall geht Furla davon aus, dass sämtliche hier enthaltenen Informationen von Ihnen an diese Dritten übermittelt wurden. Zu diesem Zweck bemühen Sie sich, die Links zu diesem Dokument fristgemäß an vorgenannte Dritte zu übermitteln und/oder ihn über jedes andere Mittel zu teilen (zum Beispiel Abruf des entsprechenden Abschnitts auf der offiziellen Furla Seite [www.furla.com](http://www.furla.com)).

All diese personenbezogenen Daten werden von Furla gesammelt und verarbeitet, damit Sie die Möglichkeit haben, teilzunehmen und in die Interaktionen zwischen Furla, seinen Kunden und den Freunden der Marke eingebunden zu werden. Die personenbezogenen Daten werden darüber hinaus von Furla zu allgemeinen Marketing-, Handels- und Werbezwecken gesammelt und um den Bekanntheitsgrad der Marke zu steigern.

### Modalitäten der Verarbeitung personenbezogener Daten

Nach Erhalt der personenbezogenen Daten teilt Furla über die entsprechende Onlineplattform „Livestory“ Ihren Post mit der Community, wo dieser der Öffentlichkeit sichtbar ist und wiederum über Instagram, Facebook, Twitter oder sonstige aktuelle oder zukünftige Verbreitungsmittel geteilt werden kann.

Wir möchten Sie bitten, daran zu denken, dass Furla durch die Verarbeitung Ihrer personenbezogenen Daten Ihren Original-Post nicht in Besitz nimmt, sondern nur eine „Kopie“ desselben in der Community veröffentlicht. Dementsprechend hat Furla nur die Kontrolle über den Inhalt der in der Community über die Onlineplattform „Livestory“ veröffentlichten „Kopie“ Ihres Posts und ist in keiner Weise in der Lage, das von Ihnen über Ihren Account veröffentlichte Original bzw. geteilte Kopien durch Dritte zu beeinflussen. Folglich



# FURLA

hat auch das eventuelle weitere Teilen der von Furla veröffentlichten Kopie Ihres Posts keine Auswirkung auf den Original-Post auf Ihrem Instagram-Account.

## Rechtsgrundlage der Verarbeitung

Ihre personenbezogenen Daten werden aufgrund Ihrer ausdrücklichen Zustimmung zur Veröffentlichung und Pflege einer Kopie Ihres Posts durch Furla in der Community gesammelt und verarbeitet. Sie erteilen diese Zustimmung, indem Sie auf den vom offiziellen Instagram-Account von Furla gesandten Kommentar auf Ihren Post mit dem Hashtag #furlaok antworten.

## Verbindliche und freiwillige Angabe personenbezogener Daten und Konsequenzen bei deren Nichtmitteilung

Die Angabe Ihrer personenbezogenen Daten geschieht freiwillig. Teilen Sie diese Furla nicht mit, kann Ihr Post nicht in der Community veröffentlicht werden.

Sie können Furla jederzeit von Ihrer Absicht in Kenntnis setzen, die Erlaubnis zum Teilen Ihres Posts in der Community zurückzuziehen, indem Sie eine E-Mail an [privacy@furla.com](mailto:privacy@furla.com) senden. Dieser Rückzug, wie auch das eigenmächtige Löschen Ihres Posts aus der Community durch Furla bzw. das Löschen Ihres Posts aus der Community nach Ablauf des maximalen Teilzeitraums hat keinerlei Auswirkung auf den von Ihnen auf Instagram veröffentlichten Original-Post.

## Wie schützen wir Ihre personenbezogenen Daten?

Die Verarbeitung Ihrer personenbezogenen Daten erfolgt nach den Grundsätzen der Korrektheit, Rechtmäßigkeit und Transparenz unter stetiger Einhaltung Ihrer Privatsphäre und Ihrer Rechte. Furla wird alle angemessenen Schritte unternehmen, um sicherzustellen, dass Ihre personenbezogenen Daten sicher aufbewahrt werden, dass sie nur für die in dieser Datenschutzerklärung angegebenen Zwecke verwendet werden (und für keinen anderen Zweck) und dass sie auf Ihre Anforderung hin von Ihnen eingesehen oder korrigiert werden können.

Furla ergreift angemessene organisatorische, technische und administrative Maßnahmen, um sich gegen den Verlust, die missbräuchliche Verwendung und die Änderung der personenbezogenen Daten unter seiner Kontrolle auch entsprechend Art. 32 der DSGVO zu schützen.

## Aufbewahrungszeitraum Ihrer personenbezogenen Daten

Ihre personenbezogenen Daten, die mit Ihrer Einwilligung zur Teilung mit der Community gesammelt wurden, werden maximal für den zu diesem Zweck erforderlichen Zeitraum und in jedem Fall höchstens 1 Jahr ab dem Datum der Übertragung gespeichert. Anschließend werden sie vernichtet, unbrauchbar gemacht oder anonymisiert.

## Eventuelle Empfänger Ihrer personenbezogenen Daten

Ihre personenbezogenen Daten werden sowohl in elektronischer als auch in gedruckter Form von Personen verarbeitet, die von Furla dazu beauftragt, ordnungsgemäß angewiesen und schriftlich als Datenverantwortliche für die Veröffentlichung und Pflege der Posts online benannt wurden. Sie können mit dem Verantwortlichen geteilt werden, der für den Upload der Posts in die Community über die Plattform „Livestory“ zuständig ist, jedoch ausschließlich insofern dies für die oben genannten Zwecke unbedingt notwendig ist und ausschließlich unter Einhaltung der von der DSGVO vorgesehenen Sicherheitsmaßnahmen.

## Übermittlung Ihrer personenbezogenen Daten in Drittländer

# FURLA

Die Posts können über die Community-Plattform der Webseite von Furla und dementsprechend ohne Gebietsbeschränkungen verbreitet werden. Furla ist nicht in der Lage, a priori vorherzusehen, in welchen Ländern die Inhalte sichtbar sein werden, achtet aber bei der Auswahl der sozialen Netzwerke und Kanäle darauf, dass diese sich zum Einhalt der Anforderungen der anwendbaren Datenschutzgesetze (und insbesondere der DSGVO) verpflichtet haben.

## Ihre Rechte

In Bezug auf die oben genannte Verarbeitung Ihrer personenbezogenen Daten können Sie jederzeit per E-Mail an die Adresse [privacy@furla.com](mailto:privacy@furla.com) gemäß den Bedingungen und im Rahmen der Art. 12 und 13 DSGVO folgende Rechte geltend machen:

Auskunftsrecht (Art. 15 DSGVO);

Recht auf Berichtigung falscher bzw. unvollständiger Daten (Art. 16 DSGVO);

Recht auf Löschung der personenbezogenen Daten (Art. 17 DSGVO);

Recht auf Einschränkung der Verarbeitung (Art. 18 DSGVO);

Recht auf Datenerhalt (insofern die Verarbeitung auf einer Einwilligung oder auf einem Vertrag beruht und sie mithilfe automatisierter Verfahren erfolgt) in einem strukturierten, gängigen und maschinenlesbaren Format; sowie das Recht, diese Daten einem anderen Verantwortlichen ohne Behinderung durch den Datenverantwortlichen zu übermitteln (Art. 20 DSGVO);

Recht auf Widerspruch gegen die Verarbeitung (Art. 6, Absatz 1, Buchstaben *e*) bzw. *f*) DSGVO);

Recht auf Beschwerde bei der italienischen Aufsichtsbehörde Garante Italiano per la Protezione dei Dati Personali („Datenschutzbehörde“) und/oder sonstige zuständige Aufsichtsbehörden.

## Kontaktdaten des Datenschutzbeauftragten

Bei weiteren Fragen zu dieser Datenschutzerklärung, zu weiteren Informationen und zur Ausübung Ihrer Datenschutzrechte können Sie den Datenschutzbeauftragten, EUCS Srls Unipersonale, Piazzale Mazzini 64, 35137 Padova, Italia, Dr. Eric Falzone, kontaktieren, E-Mail: [dpo@furla.com](mailto:dpo@furla.com).

# FURLA

## SPAIN

### TÉRMINOS Y CONDICIONES – CONTENIDOS GENERADOS POR LOS USUARIOS

Furla S.p.A., con domicilio social en Via Bellaria 3/5, San Lazzaro di Savena (BO) ("**Furla**"), está interesada en que todo usuario de Instagram (el "**Usuario**") participe en la comunidad en línea de su sitio web [www.furla.com](http://www.furla.com) (la "**Comunidad**") y ha decidido regularla mediante los términos y condiciones que se detallan a continuación.

En concreto, la cuenta de Instagram oficial de Furla selecciona, de manera discrecional, las publicaciones de los Usuarios (las "**Publicaciones**") que contengan, por ejemplo, imágenes, fotografías, vídeos, sonidos, música, textos, escritos y obras de cualquier tipo que contengan productos Furla o con la etiqueta Furla ("**Contenidos**"), que pueda considerar de interés para la Comunidad.

#### Autorización de uso de los Contenidos

Furla, mediante un comentario específico en cualquier Publicación, solicitará al Usuario su autorización para utilizar las Publicaciones y los Contenidos relacionados que considere de interés para la participación en la Comunidad y para los fines comerciales de Furla.

Una vez recibida la solicitud, el Usuario podrá autorizar a Furla a usar los Contenidos respondiendo con el *hashtag* #furlaok según las instrucciones indicadas por Furla en el comentario de la Publicación.

Con el uso del *hashtag* #furlaok de la forma prevista por Furla, el Usuario reconoce y acepta los Términos y condiciones, según las directivas de Furla, concede a Furla el derecho a recoger, elaborar, utilizar, conservar, transferir y divulgar (incluso, a modo de ejemplo y no exhaustivo, copiar, distribuir, reproducir, ceder, utilizar, modificar, elaborar, transformar, guardar en la base de datos, realizar cualquier tipo de modificación, introducir o sustituir comentarios o notas a pie de foto o divulgar a terceros) los Contenidos para los fines promocionales y comerciales (descritos detalladamente en la siguiente nota informativa sobre la privacidad) y según la modalidad y las opciones publicitarias o comerciales que Furla considere pertinentes, por un tiempo equivalente a la duración total de los derechos asociados, de forma gratuita, no exclusiva y sin límites territoriales, además de para combinar o vincular los Contenidos a los Contenidos o las Publicaciones de otros Usuarios para los fines anteriormente mencionados. En caso de modificación de los presentes Términos y condiciones, Furla comunicará al Usuario las modificaciones que podrían repercutir de forma relevante en el uso de los datos personales del Usuario.

#### Garantías del Usuario

El Usuario declara ser mayor de edad o, en cualquier caso, tener la edad mínima prevista en las condiciones de Instagram para su utilización, además de ser el titular legítimo del perfil desde el cual ha realizado las Publicaciones con los Contenidos. El Usuario declara haber leído los Términos y condiciones en presencia de su padre, madre o tutor legal, en caso de que las leyes y los reglamentos vigentes en el país de residencia así lo requieran.

El Usuario declara que el Contenido es original y no infringe, ni siquiera indirectamente, ningún derecho patrimonial o personal, o derecho de autor (moral o económico) o derecho de propiedad intelectual de terceros.

El Usuario declara que otras posibles personas físicas involucradas en el Contenido o, en cualquier caso, en la Publicación (por ejemplo, fotografías con más de una persona) han dado su consentimiento específico para el uso de su imagen, incluida la voz, para los fines anteriormente mencionados.

# FURLA

El Usuario, sin perjuicio de los posibles controles preventivos automáticos realizados por parte de Instagram sobre las publicaciones de contenido sensible, declara que el Contenido y la Publicación asociada no son ofensivos o racistas, no incitan al odio ni a la discriminación de ningún tipo, no son molestos o amenazadores y no son, de ningún modo, contrarios al orden público ni al decoro.

En cualquier caso, el Usuario se compromete a eximir, incluso procesalmente, a Furla de cualquier solicitud, gasto, perjuicio, abuso o daño que pueda derivarse de o asociarse a la falsedad o inexactitud de sus garantías anteriormente citadas.

## **Responsabilidad de Furla**

El Usuario declara comprender y aceptar que Furla únicamente comparta en la Comunidad una copia del Contenido y de la Publicación asociada del Usuario en su perfil de Instagram, y que dicha copia puede compartirse libremente a través de Facebook, Instagram y Twitter, y cualquier otro canal de difusión, actual o futuro, por parte de terceros que visiten la Comunidad. Asimismo, se entiende que la posible cancelación de la Publicación y del Contenido en la Comunidad por parte de Furla, por cualquier motivo, no tendrá efecto alguno en la Publicación ni en los Contenidos asociados originales de la cuenta de Instagram del Usuario, ni tampoco en copias o usos que puedan realizar terceros a través de la Comunidad.

El Usuario declara entender y aceptar que Furla no puede impedir a terceros copiar, alterar ni reproducir el Contenido o la Publicación directamente desde la Comunidad. Por consiguiente, no se podrá considerar a Furla responsable de posibles infracciones de cualquier derecho, ya sea del Usuario, de terceros involucrados en el Contenido o de otros sujetos, originadas, de un modo u otro, por usar o compartir Publicaciones y Contenidos publicados en la Comunidad.

En relación con todo lo anterior, el Usuario se compromete a eximir, incluso procesalmente, a Furla de cualquier solicitud, gasto, perjuicio, abuso o daño que pueda derivarse de o asociarse a cualquier uso por parte de terceros de la copia de Contenidos o Publicaciones publicada por Furla en la Comunidad.

El Usuario se compromete a colaborar con Furla ante las demandas de terceros en relación con todo lo anterior, avisando rápidamente y sin demora a Furla, en caso de que se tuviera conocimiento de ello y ofreciendo completa colaboración en la defensa.

El Usuario reconoce que al autorizar a Furla a usar los Contenidos de la Publicación, el Usuario no es ni será considerado un empleado, contratista, agente, representante o portavoz de Furla. El Usuario no debe hacer comentarios en público que confirmen o impliquen dicha relación con Furla. El Usuario no recibirá ninguna compensación ni remuneración de ningún tipo por los Contenidos, ni directa ni indirectamente. A petición de Furla, el Usuario colaborará con Furla declarando que no ha recibido ninguna compensación, ni directa ni indirecta, en metálico o en especie, por el uso de los Contenidos.

## **Disposiciones generales**

En caso de que uno de los presentes términos y condiciones tuviera que considerarse nulo, ineficaz o inaplicable, por cualquier razón, este se separará y no perjudicará a la validez total de los presentes términos y condiciones.

Cualquier derecho previsto en los presentes términos y condiciones que Furla no haya ejercido no deberá interpretarse como una renuncia a él y de ningún modo invalidará el derecho de Furla a ejercerlo en el futuro.

Los presentes términos y condiciones se aplican e interpretan exclusivamente conforme a la ley italiana y cualquier problema relacionado con ella es de competencia exclusiva del Foro di Milano.

# FURLA

En caso de incongruencia de los presentes términos y condiciones entre el texto en italiano y en otro idioma, prevalecerá la versión en italiano.

Los presentes términos y condiciones constituyen la totalidad del acuerdo entre Furla y el Usuario respecto al uso de los Contenidos y de las Publicaciones, y sustituyen cualquier posible acuerdo alcanzado anteriormente entre Furla y el Usuario sobre los Contenidos y las Publicaciones.

# FURLA

## NOTA INFORMATIVA SOBRE EL TRATAMIENTO DE LOS DATOS PERSONALES: CONTENIDOS GENERADOS POR LOS USUARIOS

La presente nota informativa ilustra cómo Furla S.p.A., con domicilio social en Via Bellaria 3/5, San Lazzaro di Savena (BO) ("**Furla**") recoge y trata tus datos personales en calidad de Titular del Tratamiento y en virtud del Reglamento General (UE) para la Protección de los Datos Personales n.º 679/2016 ("**RGPD**") y de cualquier ley sobre la privacidad vigente (incluso la *Privacy Act 1988* [Cth] australiana y la Personal Data Protection Act 2010 [PDPA]), en lo sucesivo denominadas conjuntamente "**Leyes sobre la protección de los datos**", para fines promocionales, comerciales y para favorecer la participación de los usuarios en la comunidad en línea del sitio web oficial de Furla (la "**Comunidad**").

### Categoría de los Datos Personales tratados

A Furla le interesa que los usuarios de Instagram que publiquen, por ejemplo, imágenes, fotografías, vídeos, sonidos, música, textos, escritos u obras de cualquier tipo, que contengan productos de Furla o que etiqueten a Furla (la "**Publicación**") formen parte de la Comunidad.

Si eres un usuario de Instagram y realizas una Publicación en tu perfil personal que contenga productos Furla o una etiqueta o un *hashtag* que haga referencia a Furla, la cuenta oficial de Instagram de Furla podría ponerse en contacto contigo comentando la Publicación y pidiéndote que uses el *hashtag* #furlaok para aceptar la publicación y el mantenimiento de tu Publicación en la Comunidad.

Solo si das tu consentimiento mediante el *hashtag* #furlaok, Furla podrá tratar los siguientes datos personales de tu Publicación seleccionada por Furla (los "**Datos Personales**"): (i) nombre de la cuenta de Instagram; (ii) imagen personal (incluida la voz), ya sea sola o junto a la imagen de otras personas que figuren en la Publicación; (iii) cualquier dato posterior o información presente en la nota a pie de foto de tu Publicación.

Si tu publicación también contiene Datos Personales de otras personas (por ejemplo, fotos de grupo, etiquetas de otros usuarios, etc.), ten en cuenta que Furla también tratará los datos personales de aquellos terceros que aparezcan en la Publicación. En este caso, Furla considerará que habrás proporcionado toda la información aquí contenida a dichos terceros. Para este fin, te comprometes a proporcionar a estos terceros, de forma oportuna, el enlace al presente documento o a compartirlo a través de cualquier otro canal (por ejemplo, visitando la sección específica del sitio oficial de Furla [www.furla.com](http://www.furla.com)).

Furla recopilará y tratará todos estos Datos Personales para darte la posibilidad de participar e incluirte en las interacciones entre Furla, sus clientes y los seguidores de la marca. Asimismo, Furla recopilará los Datos Personales para fines generales de marketing, comerciales, promocionales y de notoriedad de la marca.

### Forma de tratamiento de los Datos Personales

Una vez que haya obtenido los Datos Personales, Furla, por medio de la plataforma en línea "Livestory", publicará de nuevo tu Publicación en la Comunidad, donde será visible para el público y podrá volver a compartirse a través de Instagram, Facebook o Twitter y cualquier otro canal de difusión, actual o futuro.

Recuerda que cuando Furla trata tus Datos Personales, no adquiere tu Publicación original, sino que tan solo publica una "copia" en la Comunidad. Por consiguiente, Furla tendrá únicamente el control del contenido de la "copia" de la Publicación compartida en la Comunidad a través de la plataforma en línea "Livestory" y no podrá, de ningún modo, modificar el original que has publicado en tu cuenta, ni las posibles copias compartidas por terceros. Del mismo modo, si se compartiera la entrada de Furla con tu Publicación, estas nuevas entradas no afectarán a la Publicación original de tu cuenta de Instagram.

### Base jurídica del tratamiento

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Tus Datos Personales se recopilarán y tratarán de conformidad con tu consentimiento explícito en la publicación y el mantenimiento de una copia de tu Publicación por parte de Furla en la Comunidad, otorgado mediante el *hashtag* #furlaok a raíz de la solicitud, a través del comentario en tu Publicación, por parte de la cuenta oficial de Instagram de Furla.

## **Carácter obligatorio u opcional de la concesión de los Datos Personales y consecuencias en caso de ausencia de comunicación**

La concesión de tus Datos Personales es opcional. En ausencia de ella, Furla no podrá compartir tu Publicación en la Comunidad.

En cualquier momento, podrás comunicar a Furla tu intención de querer borrar la entrada con tu Publicación compartida en la Comunidad, enviando un correo electrónico a [privacy@furla.com](mailto:privacy@furla.com). Esto, así como la eliminación de tu Publicación una vez transcurrido el periodo máximo para compartir la entrada o de forma anticipada por decisión de Furla, no afectará a la Publicación original realizada en tu cuenta de Instagram.

## **¿Cómo protegemos tus Datos Personales?**

El tratamiento de tus Datos Personales se basará en los principios de corrección, legalidad y transparencia, y en la protección de tu intimidad y tus derechos. Furla emprenderá todas las medidas apropiadas para garantizar que tus Datos Personales se guarden de forma segura, se utilicen solo para los fines establecidos en la presente nota informativa sobre la privacidad (y para ninguna otra finalidad) y puedan consultarse o corregirse si así lo solicitaras.

Furla adopta medidas organizativas, técnicas y administrativas congruentes para protegerse contra la pérdida, el uso inapropiado y la alteración de los Datos Personales bajo su control, con arreglo a lo previsto en el art. 32 del RGPD.

## **Periodo de conservación de tus Datos Personales**

Tus Datos Personales recopilados con tu consentimiento para poder compartirlos en la Comunidad se guardarán durante un periodo no superior al necesario para este fin y, en cualquier caso, no superior a 1 año desde la fecha de la concesión, tras lo cual se eliminarán, invalidarán o se harán anónimos.

## **Posibles destinatarios de tus Datos Personales**

Tus Datos Personales serán tratados, tanto en formato electrónico como en papel, por encargados de Furla debidamente formados y designados por escrito como responsables del tratamiento para la publicación y el mantenimiento en línea de las Publicaciones, y podrán compartirse con el gestor de la plataforma "Livestory" para subir las Publicaciones a la Comunidad, en la medida en que sea estrictamente necesario para lograr los fines anteriormente mencionados y respetando las medidas de seguridad previstas en el RGPD.

## **Transferencia de los Datos Personales a un país tercero**

Las Publicaciones podrán difundirse a través de la Comunidad en el sitio web de Furla, por lo que no habrá límites territoriales. Furla no puede prever con antelación en qué países se mostrarán los Contenidos, pero se asegurará de utilizar redes sociales y canales que se declaren conformes a los requisitos previstos en las leyes vigentes sobre la protección de datos (y, en concreto, el RGPD).

## **Tus derechos**

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En relación con los tratamientos de tus datos personales anteriormente mencionados, podrás ejercer, en cualquier momento y a través de la dirección de correo electrónico [privacy@furla.com](mailto:privacy@furla.com), los siguientes derechos, conforme a las condiciones y dentro de los límites establecidos por los artículos 12 y 13 del RGPD:

Derecho de acceso (art. 15 RGPD).

Derecho de rectificación de los datos inexactos e integración de los datos incompletos (art. 16 del RGPD).

Derecho de supresión de los Datos Personales (art. 17 RGPD).

Derecho de limitación del tratamiento (art. 18 RGPD).

En caso de que el tratamiento se base en el consentimiento o en el contrato y se efectúe con instrumentos automatizados, el derecho a recibir tus Datos Personales en un formato estructurado, de uso común y legible desde el dispositivo automático, y, si la técnica lo permite, a transmitirlos a otro titular sin impedimentos en virtud del art. 20 del RGPD.

Derecho de oposición al tratamiento conforme al art. 6, párrafo 1, letra *e*) o *f*) del RGPD.

También tienes derecho a presentar una reclamación a las Autoridades de control, es decir, al organismo italiano encargado de la protección de los Datos Personales (cf. "Garante de la privacidad") o a otras autoridades de control competentes.

## Datos de contacto del responsable de la privacidad

Para cualquier pregunta en relación con la presente nota informativa sobre la privacidad, para más información y para ejercer tus derechos sobre la privacidad, puedes ponerte en contacto con el responsable de la protección de datos, EUCS Srls Unipersonale, Piazzale Mazzini 64, 35137 Padua, Italia, Dr. Eric Falzone, correo electrónico: [dpo@furla.com](mailto:dpo@furla.com).



# FURLA

## FRANCE

### CONDITIONS GÉNÉRALES – CONTENUS GÉNÉRÉS PAR LES UTILISATEURS

Furla S.p.A., société au siège social situé Via Bellaria 3/5, San Lazzaro di Savena (BO), en Italie, (« **Furla** ») est intéressée à ce que tous les utilisateurs d'Instagram (« **Utilisateur** ») participent à la communauté en ligne présente sur son site internet [www.furla.com](http://www.furla.com) (la « **Communauté** »), et elle a décidé de réglementer cette dernière avec les conditions générales énoncées ci-après.

Plus particulièrement, le compte Instagram officiel de Furla sélectionne, à sa discrétion, les publications des Utilisateurs (les « **Publications** ») contenant, par exemple, des images, des photos, des vidéos, des sons, des musiques, des textes, des écrits et des œuvres de quelque nature que ce soit comprenant des produits Furla ou des produits avec le tag Furla (« **Contenus** ») jugés intéressants pour la Communauté.

#### Autorisation pour l'utilisation des Contenus

Furla laissera un commentaire sur chaque Publication pour demander à l'Utilisateur la permission d'utiliser la Publication en question et les Contenus relatifs jugés intéressants pour la Communauté ou à des fins commerciales.

Une fois la demande reçue, l'Utilisateur peut autoriser Furla à utiliser les Contenus en répondant avec le hashtag #furlaok, conformément aux instructions fournies par Furla dans le commentaire.

En utilisant le hashtag #furlaok selon les modalités prévues par Furla, l'Utilisateur accepte les Conditions générales, conformément aux directives de Furla, et il concède à Furla le droit de recueillir, d'élaborer, d'utiliser, de conserver, de transférer et de divulguer (y compris, entre autres, de copier, de distribuer, de reproduire, de céder, d'utiliser, de modifier, de transformer, de conserver dans une base de données, de modifier d'une manière quelconque et d'insérer ou de remplacer des commentaires ou des descriptions) les Contenus à des fins promotionnelles et commerciales (décrites en détail dans la Politique de confidentialité ci-après) et cela selon les modalités et les choix publicitaires ou commerciaux que Furla estimera opportuns, pour toute la durée des droits pertinents, de forme gratuite, non exclusive et sans limite territoriale, ainsi que pour relier les Contenus aux Contenus/Publications d'autres Utilisateurs aux fins énoncées ci-dessus. Au cas où les présentes Conditions générales seraient modifiées, Furla communiquera à l'Utilisateur les modifications susceptibles d'avoir un effet significatif sur l'utilisation de ses données personnelles.

#### Garanties de l'Utilisateur

L'Utilisateur déclare être majeur ou avoir l'âge minimum prévu dans les conditions d'utilisation d'Instagram, et il déclare être le titulaire légitime du profil depuis lequel il a posté les Publications avec les Contenus. Au cas où la législation applicable dans son pays de résidence l'exigerait, l'Utilisateur déclare avoir examiné les Conditions générales avec un parent ou son tuteur.

L'Utilisateur déclare que le Contenu est original et qu'il n'enfreint aucun droit patrimonial ou personnel comme droit d'auteur (moral ou économique) ou droit de propriété intellectuel de tiers, et ce même indirectement.

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L'Utilisateur déclare que les autres personnes physiques éventuellement impliquées dans le Contenu ou dans la Publication (par exemple : photos où figurent plusieurs personnes) ont donné leur consentement spécifique à l'utilisation de leur image, y compris de leur voix, pour servir les fins de Furla énoncées ci-dessus.

Sauf éventuels contrôles préventifs automatiques mis en place par Instagram sur les publications au contenu sensible, l'Utilisateur déclare que le Contenu et la Publication relative ne sont ni offensifs ni racistes, qu'ils n'incitent ni à la haine ni à une discrimination quelconque, qu'ils ne sont ni injurieux ni menaçants et qu'ils ne sont en aucune manière contraires à l'ordre public ou indécents.

Dans tous les cas, l'Utilisateur s'engage à exonérer et à dégager Furla de toute responsabilité, même judiciaire, en cas de plainte, de débours, de dommage, de réclamation ou de préjudice éventuellement lié à l'inexactitude de ses garanties citées ci-dessus.

## **Responsabilité de Furla**

L'Utilisateur déclare avoir compris et accepté que Furla se contente de partager sur la page de la Communauté le Contenu et la Publication qu'il a postés sur son propre profil Instagram, et que cette copie peut être repartagée librement via Facebook, Instagram, Twitter ou tout autre moyen de diffusion, actuel ou futur, par des tiers visitant la Communauté. Il reste par ailleurs entendu que si, pour quelque raison que ce soit, Furla supprime la Publication et le Contenu de la Communauté, cela n'aura aucun effet sur la Publication et les Contenus originaux de l'Utilisateur sur son propre compte Instagram ni sur les éventuelles utilisations ou copies effectuées par des tiers via la Communauté.

L'Utilisateur déclare avoir compris et accepté que Furla ne peut pas empêcher les tiers de copier, d'altérer ou de reproduire le Contenu ou la Publication directement depuis la page de la Communauté. Par conséquent, Furla ne peut être tenue responsable au cas où l'utilisation ou le partage d'une Publication et de Contenus publiés sur la Communauté enfreindrait, même indirectement et de quelque manière que ce soit, un droit de l'Utilisateur ou des tiers impliqués dans le Contenu.

En relation à ce qui précède, l'Utilisateur s'engage à exonérer et à dégager Furla de toute responsabilité, même judiciaire, en cas de plainte, de débours, de dommage, de réclamation ou de préjudice éventuellement lié à une utilisation de la copie par des tiers des Contenus ou des Publications partagés par la société sur la page de la Communauté.

L'Utilisateur s'engage à collaborer avec Furla en ce qui concerne les revendications de tiers liées aux éléments cités ci-dessus, en les signalant sans délai à Furla dès qu'il en a connaissance et en collaborant pleinement avec la défense.

L'Utilisateur accepte le fait qu'autoriser Furla à utiliser les Contenus de sa Publication ne lui permettra pas d'être considéré comme un employé, un fournisseur, un agent, un représentant ou un porte-parole de Furla.

L'Utilisateur ne doit faire aucun commentaire public affirmant ou laissant supposer une telle relation entre lui-même et Furla. L'Utilisateur ne recevra aucune compensation ni aucune autre rémunération – directe ou indirecte – pour les Contenus. L'Utilisateur apportera sa collaboration à Furla en affirmant, sur demande de la part de la société, qu'aucune compensation, directe ou indirecte, en espèces ou en nature, ne lui a été versée pour l'utilisation des Contenus.

## **Dispositions générales**

Au cas où l'une des présentes conditions générales serait, pour une raison quelconque, considérée nulle, inefficace ou inapplicable, elle sera réputée divisible et toutes les autres conditions resteront pleinement valides.

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Au cas où Furla ne ferait pas appliquer un droit prévu dans les présentes conditions générales, cela ne devra pas être interprété comme une renonciation au droit en question, et cela n'affectera pas la possibilité pour Furla de faire valoir ledit droit dans le futur.

Les présentes conditions générales sont régies et interprétées exclusivement selon la loi italienne, et tous les litiges s'y rapportant relèvent de la compétence exclusive des tribunaux de Milan.

En cas de discordance entre les présentes conditions générales en italien et leur traduction dans une autre langue, c'est la version italienne qui prévaudra.

Les présentes conditions générales constituent l'intégralité de l'accord entre Furla et l'Utilisateur quant à l'utilisation des Contenus et des Publications, et elles remplacent tout accord éventuellement stipulé auparavant entre Furla et l'Utilisateur en ce qui concerne lesdits Contenus et Publications.

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## **POLITIQUE DE TRAITEMENT DES DONNÉES PERSONNELLES – CONTENUS GÉNÉRÉS PAR LES UTILISATEURS**

La présente politique décrit la façon dont Furla S.p.A., société au siège social situé Via Bellaria 3/5, San Lazzaro di Savena (BO), en Italie, (« **Furla** ») recueille et traite vos données personnelles en tant que Responsable du Traitement et conformément au Règlement général (UE) sur la protection des données n° 679/2016 (« **RGPD** ») ainsi qu'à toute autre loi applicable en matière de confidentialité (y compris le *Privacy Act 1988* (CTH) australien et le Personal Data Protection Act 2010 (PDPA), ci-après désignées de façon collective par le terme « **Lois sur la protection des données** »), à des fins promotionnelles et commerciales, et pour favoriser la participation des utilisateurs à la communauté en ligne sur le site internet officiel de Furla (la « **Communauté** »).

### Catégories de Données personnelles traitées

Furla souhaite que les utilisateurs d'Instagram qui publient, par exemple, des images, des photos, des vidéos, des sons, des musiques, des textes, des écrits et des œuvres de quelque nature que ce soit contenant des produits Furla ou qui taguent Furla (la « **Publication** ») participent à la Communauté.

Si vous utilisez Instagram et que vous postez sur votre profil une Publication contenant des produits Furla ou bien un tag ou un hashtag faisant référence à Furla, le profil officiel de Furla pourrait commenter la Publication et vous demander d'utiliser le hashtag #furlaok afin d'autoriser le partage de votre Publication sur la page de la Communauté.

Si vous donnez votre consentement en utilisant le hashtag #furlaok (et seulement dans ce cas), Furla traitera les données personnelles présentes dans la Publication qu'elle a sélectionnée (les « **Données personnelles** ») : 1) nom du compte Instagram ; 2) image personnelle (y compris la voix), aussi bien individuellement qu'avec l'image des autres personnes apparaissant dans la Publication ; 3) toute donnée ou information supplémentaire présente dans la description de votre Publication.

Nous vous rappelons que, au cas où votre publication contiendrait aussi des Données personnelles d'autres personnes (par exemple : photos de groupe, tags d'autres utilisateurs, etc.), Furla traitera également les données personnelles des tiers qui apparaissent dans la Publication. Dans ce cas, Furla considérera que vous avez transmis toutes les informations ici présentes auxdits tiers. À cet effet, vous vous engagez à fournir auxdits tiers le lien redirigeant vers le présent document ou à partager ce dernier avec eux par tout autre moyen (par exemple, en visitant la section prévue à cet effet sur le site officiel de Furla [www.furla.com](http://www.furla.com)), et ce dans les plus brefs délais.

Toutes les Données personnelles sont recueillies et traitées par Furla pour vous permettre de participer aux interactions entre Furla, ses clients et les admirateurs de la marque. Furla recueille également les Données personnelles à des fins générales de marketing, de publicité, de promotion et de notoriété de la marque.

### Modalités de traitement des Données personnelles

Une fois les Données personnelles recueillies, Furla utilisera la plateforme en ligne « Livestory » pour partager votre Publication sur la page de la Communauté, où cette dernière sera visible au public et pourra être repartagée via Instagram, Facebook, Twitter ou tout autre moyen de diffusion, actuel ou futur.

Nous vous rappelons qu'en traitant vos Données Personnelles, Furla ne devient pas propriétaire de votre Publication originale mais en publie seulement une « copie » sur la page de la Communauté. Par conséquent, Furla contrôle exclusivement le contenu de cette « copie » de votre Publication partagée sur la page de la Communauté via la plateforme en ligne « Livestory », et la société ne peut en aucune façon altérer la publication originale sur votre compte ou les éventuelles copies partagées par des tiers. De la même façon, lorsque votre

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Publication partagée par Furla sera repartagée par des tiers, cela n'aura aucun effet sur la Publication originale que vous avez postée sur votre profil Instagram.

## Base légale du traitement des données

Vos Données personnelles seront recueillies et traitées sur la base de votre consentement expresse au partage et au maintien en ligne d'une copie de votre Publication par Furla sur la page de la Communauté. Vous pourrez donner ce consentement en utilisant le hashtag #furlaok une fois que Furla vous l'aura demandé dans un commentaire sur votre Publication depuis son profil Instagram officiel.

## Nature obligatoire/facultative de la fourniture des Données personnelles et conséquence en cas de non-communication de ces dernières

[La communication de vos Données personnelles est facultative. Si vous ne les communiquez pas, Furla ne pourra pas partager votre Publication sur la page de la Communauté.](#)

Vous pourrez, à tout moment, informer Furla que vous souhaitez que la copie de votre Publication soit retirée de la page de la Communauté en envoyant un e-mail à : [privacy@furla.com](mailto:privacy@furla.com). Tout comme la suppression de votre Publication une fois le délai de repartage maximal écoulé ou avant sur décision de Furla, cela n'aura aucun effet sur la Publication originale postée sur votre profil Instagram.

## Comment protégeons-nous vos Données personnelles ?

Vos Données personnelles seront traitées d'une façon correcte, licite et transparente, en protégeant votre confidentialité et vos droits. Furla prendra toutes les mesures raisonnables pour garantir que vos Données personnelles soient conservées en sécurité, qu'elles soient utilisées exclusivement aux fins énoncées dans la présente politique de confidentialité et qu'elles puissent être consultées ou corrigées à votre demande.

Furla adopte des mesures organisationnelles, techniques et administratives adaptées pour se protéger contre la perte, l'usage inapproprié et l'altération des Données personnelles qu'elle contrôle, conformément aux dispositions de l'art. 32 du RGPD.

## Délai de conservation de vos Données personnelles

Vos Données personnelles recueillies avec votre consentement pour être partagées sur la page de la Communauté seront conservées pendant un délai maximal d'un an à partir de la date à laquelle vous les avez fournies, après quoi elles seront détruites, rendues inutilisables ou anonymisées.

## Éventuels destinataires de vos Données personnelles

Vos Données personnelles seront traitées, aussi bien au format électronique qu'au format papier, par des personnes dûment formées et désignées par écrit par Furla comme responsables du traitement pour le partage et le maintien en ligne des Publications. Elles pourront être partagées avec le gestionnaire de la plateforme « Livestory » pour le chargement des Publications sur la page de la Communauté, le tout dans les limites strictement nécessaires pour atteindre les fins énoncées ci-dessus et dans le respect des mesures de sécurité prévues par le RGPD.

## Transfert des Données personnelles dans un pays tiers

Les Publications peuvent être diffusées via la Communauté sur le site internet de Furla, et, par conséquent, sans limite territoriale. Furla ne peut a priori prévoir dans quels pays les Contenus seront visibles, mais prendra soin

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d'utiliser les réseaux sociaux et les canaux qui déclarent respecter les exigences prévues par la législation applicable en matière de protection des données (et plus particulièrement le RGPD).

## Vos droits

En ce qui concerne les traitements de vos données personnelles cités précédemment, vous pourrez à tout moment envoyer un e-mail à [privacy@furla.com](mailto:privacy@furla.com) pour exercer les droits suivants, selon des conditions et dans les limites prévues aux art. 12 et 13 du RGPD :

Droit d'accès (art. 15 du RGPD) ;

Droit de rectification des données inexactes et incomplètes (art. 16 du RGPD) ;

Droit d'effacement des Données personnelles (art. 17 du RGPD) ;

Droit à la limitation du traitement (art. 18 du RGPD) ;

Au cas où le traitement serait basé sur le consentement ou sur le contrat et qu'il soit effectué en utilisant des outils automatisés, le droit de recevoir vos Données personnelles dans un format structuré, couramment utilisé et lisible par machine, et, si techniquement possible, le droit de transmettre ces données à un autre responsable du traitement sans obstacle, conformément à l'art. 20 du RGPD ;

Droit d'opposition au traitement effectué selon les termes de l'art. 6, paragraphe 1, lettres *e*) ou *f*) du RGPD ;

Vous avez par ailleurs le droit d'introduire une réclamation auprès de l'Autorité de contrôle, en l'occurrence auprès du Garant italien de la protection des Données personnelles (« Garant de la confidentialité ») ou d'autres autorités de contrôle compétentes.

## Coordonnées du responsable de la confidentialité

Pour toute question sur cette Politique de confidentialité, pour plus d'informations et pour exercer vos droits relatifs aux données personnelles, vous pouvez contacter le responsable de la protection des données : EUCS Srls Unipersonale, Piazzale Mazzini 64, 35137 Padova, Italie, Dr. Eric Falzone, e-mail : [dpo@furla.com](mailto:dpo@furla.com).

# FURLA

## OTHER EUROPEAN COUNTRIES

### TERMS AND CONDITIONS – USER-GENERATED CONTENT

Furla S.p.A., with registered office in Via Bellaria 3/5, San Lazzaro di Savena (BO) (“**Furla**”) is interested in the participation of all Instagram users (the “**User**”) in the online community on their website [www.furla.com](http://www.furla.com) (the “**Community**”) and has decided to regulate it via the following terms and conditions reported here.

In particular, Furla’s official Instagram account selects, at its discretion, Users’ posts (the “**Posts**”) that contain, purely by way of example, images, photographs, videos, sounds, music, texts, messages and works of any nature containing Furla products or tagging Furla (“**Content**”), deemed interesting for the Community.

#### Authorisation of Content use

Furla, by request in a comment on each Post, will ask the User for authorisation for the use of their Posts and the related Content deemed interesting for use in the Community and for Furla sales purposes.

Upon receiving the request, the User can authorise Furla to use their Content by responding with the hashtag #furlaok according to the instruction given by Furla in the Post’s comment.

By using the hashtag #furlaok, the User acknowledges and agrees with the Terms and Conditions, according to Furla’s direction, grants Furla the right to collect, process, use, store, transfer, and disclose (including, by way of example and not limited to, to copy, distribute, reproduce, give, use, modify, process, transform, store in a database, modify in any way, insert or replace comments and/or captions and/or disclose to third parties) the Content for the promotional and commercial purposes (described, in details, in the Privacy Notice below) and according to the advertising and/or sales means and choices that Furla deems appropriate, for the entire duration of the related rights, free of charge, non-exclusive and without territorial restrictions, as well as to combine/link Content to Content/Posts of other Users for the reasons listed above. If there are changes to these Terms and Conditions, Furla will notify the User of the changes which may materially affect the use of the User’s personal information.

#### User guarantees

The User declares to be 18 or over or, in any case, the minimum age set out by Instagram’s conditions of use, as well as the legitimate owner of the profile that had made the Posts and Content. The User declares that he/she has reviewed the Terms and Conditions with his/her parent or guardian, if required by any applicable laws and regulations of the country of residence.

The User declares that the Content is original and that it does not violate, even indirectly, any property or personal rights, namely copyright (moral or financial) or third-party intellectual property rights.

The User declares that possible other individuals involved in the Content or, in any case, the Post (e.g. in photographs of more than one person) have specifically consented to the use of their image, including their voice, for Furla’s above purposes.

The User, always subject to the potential automatic precautionary monitoring established by Instagram on posts with sensitive content, declares that the Content and related Post are not offensive and/or racist, do not incite hate and discrimination of any kind, are not harassing or threatening and are not in any way against public order or the common sense of decency.

# FURLA

In any case, the User commits to indemnify, also judicially, Furla from any requests, disbursements, damages, claims, potential prejudice deriving from/connected to the falsity or inaccuracy of the aforementioned guarantees.

## **The Users' representations and warranties**

The User declares to have understood and to accept that Furla only implements the re-sharing on the Community of a copy of the Content and related Post published by the User themselves on their own Instagram profile, and that each copy is freely shareable via Facebook, Instagram and Twitter and any other means of sharing, present or future, by third parties visiting the Community. It is further understood that the possible deletion of the Post and Content from the Community by Furla, for any reason, will not have any effect on the original Post and related Content of the User on their Instagram account, as well as other potential uses/copies carried out by third parties via the Community.

The User declares to have understood and to accept that Furla cannot prevent third parties from copying and/or altering and/or reproducing the Content and/or Post directly from the Community. Consequently, Furla cannot be held responsible for potential violations of any rights, either of the User and/or of third parties involved in the Content, or of other subjects, deriving, in any way, from their use and/or sharing of the Post and Content published on the Community.

In relation to the above, the User commits to indemnify, also judicially, Furla from any requests, disbursements, damages, claims, potential prejudice deriving from/connected to any use by third parties of the copy of the Content of and/or Post published by Furla on the Community.

The User commits to collaborate with Furla in reference to third-party claims in relation to the above, giving immediate notice without hesitation to Furla in the event that they become aware of it, giving their full cooperation in the defence.

The User agrees that by authorising Furla's use of the Content from the Post the User is not and will not be considered an employee, contractor, agent, representative, or spokesperson for Furla. The User shall not make any public comment stating or implying such status with Furla. The User shall not receive any compensation or other remuneration for the Content, directly or indirectly. The User shall cooperate with Furla by affirming, at Furla's request, that no benefit, direct or indirect, in cash or in kind, has been provided for use of the Content.

## **General instructions**

If any of these terms and conditions should be, for any reason, considered invalid or ineffective and/or inapplicable, this will be separated and will not affect the validity of the terms and conditions as a whole.

Furla's failure to exercise any right in the terms and conditions disclosed will not be interpreted as a waiver and will in no way negate Furla's right to validate it at a later time.

These terms and conditions are applied and interpreted exclusively according to Italian law and all related disputes are at the exclusive jurisdiction of the Court of Milan.

In case of inconsistency between the Italian and/or English text and the text in other languages, the Italian version of the terms and conditions will prevail.

These terms and conditions constitute the full agreement between Furla and the User in relation to the user of Content and Posts, and override any potential previous intervening agreement between Furla and the User regarding the Content and Posts themselves.



# FURLA

## INFORMATION FOR THE PROCESSING OF PERSONAL DATA – USER-GENERATED CONTENT

This information demonstrates how Furla S.p.A., with registered office in Via Bellaria 3/5, San Lazzaro di Savena (BO) (“**Furla**”) collects and processes your personal data as the Data Controller and in accordance with General Data Protection Regulation (EU) no. 679/2016 (GDPR) and any other applicable privacy laws (including the Australian *Privacy Act 1988* (Cth), Personal Data Protection Act 2010 (PDPA) (hereinafter collectively referred to as “**Data Protection Laws**”, for promotional and sales reasons and to promote the participation of users in the online community on Furla’s official website (the “**Community**”).

### Categories of Personal Data and purposes of data processing

Furla is interested in making it possible for Instagram users who post, for example, images, photographs, videos, sounds, music, texts, messages and works of any nature, containing Furla products or that tag Furla (the “**Post**”) to be part of the Community.

If you are an Instagram user and publish a Post on your personal profile containing a Furla product or containing a tag or hashtag referring to Furla, then the official Furla Instagram account can contact you by commenting on the Post and asking you to use the hashtag #furlaok to consent to the publication and maintenance of your post on the Community.

Only in the event that you give consent using the hashtag #furlaok will Furla process the following personal data within the Post chosen by Furla (“**Personal Data**”): (i) Instagram account name; (ii) personal image (including voice), either alone or together with the image of other people that also appear in the Post; (iii) all other data or information present within the caption of your Post.

If your Post also contains Personal Data of other individuals (e.g. group photos, other users’ tags etc.), please be aware that Furla shall also process the Personal Data of the third parties appearing in the Post. In this case Furla shall consider that all the information contained herein have been provided to such third parties by you. To this end you undertake to promptly provide the abovementioned third parties with the link to this document and/or share it by any other mean (for instance, by visiting the relevant section in Furla official website [www.furla.com](http://www.furla.com)).

All such Personal Data are collected and processed by Furla for the purpose of giving you the opportunity to participate and be involved in the interactions between Furla and its customers and brand appreciators. The collections of the Personal Data is, furthermore, performed by Furla for general marketing, commercial, promotional and brand awareness purposes.

### Methods of processing Personal Data

Once your Personal Data has been acquired, Furla, using the specific online platform “Livestory”, will re-publish your Post on the Community, where it will be visible to the public and can be re-shared via Facebook, Instagram and Twitter and any other means of sharing, present or future.

Please remember that Furla, during the processing of your Personal Data, does not acquire the original Post, but simply publishes a “copy” on the Community. Consequently, Furla only has control over the “copy” of the Post shared on the Community via the online platform “Livestory”, and cannot in any way take action on your original Post, or on any potential copies re-shared by third parties. In the same way, potential re-sharing of your Post published by Furla will not have any effect on the original Post on your Instagram account.

### Legal basis of processing

# FURLA

Your Personal Data will be collected and processed based on your explicit consent to the publication and maintenance of a copy of your Post by Furla on the Community, confirmed via the hashtag #furlaok following a comment made on your Post by Furla's official Instagram account.

## **Compulsory/optional nature of providing Personal Data and consequences in the event of lacking communication**

The provision of your Personal Data is optional. If lacking, Furla cannot carry out any re-sharing of your Post on the Community.

You can let Furla know at any time if you would like to remove the re-sharing of your Post from the Community by emailing [privacy@furla.com](mailto:privacy@furla.com). This, as well as the removal of your Post once the maximum re-sharing period has passed, or before if decided by Furla, will not have any effect on the original Post published on your Instagram account.

## **How do we protect your Personal Data?**

Your Personal Data will be processed correctly, lawfully and transparently, protecting your rights according to the applicable Data Protection Laws. Furla will take all reasonable steps to ensure that your Personal Data is securely stored, that it is used only for the reasons established in this privacy information (and for no other reason) and that it can be viewed or corrected upon your request.

Furla adopts appropriate organisational, technical and administrative measures to protect itself against the loss, improper use and alteration of Personal Data under its control (also pursuant to what is established by art. 32 of GDPR).

## **Storage period of your Personal Data**

Your Personal Data, collected with your consent for its re-sharing on the Community, will be stored no longer than necessary for its purpose and, in any case, no longer than one year from the date posted, after which it will be destroyed or rendered unusable or anonymous.

## **Potential recipients of your Personal Data**

Your Personal Data will be processed in electronic or physical format by individuals appointed by Furla duly instructed and appointed in writing as data managers for the online publication and maintenance of Posts, and can be shared with the “Livestory” platform operator for uploading Posts to the Community, as this is strictly necessary to achieve the purposes indicated above and respecting GDPR security measures.

## **Transmission of Personal Data to a third-party country**

Posts may be transmitted via the Community on Furla's website, therefore without territorial restrictions. Furla cannot predict beforehand in which countries the Content will be visible but will take care to use social networks and channels that conform to any requirements provided by the applicable Data Protection Laws (and, in particular, the GDPR).

## **Your rights**

Furla declares to act in compliance with the applicable Data Protection Laws. In relation to the aforementioned processing of your Personal Data and according to the GDPR, you may, at any time by e-mailing [privacy@furla.com](mailto:privacy@furla.com), exercise the following rights:

# FURLA

Right to access;

Right to correct inaccurate data and integrate incomplete data;

Right to delete Personal Data;

Right to limit data processing;

In the event that processing is based on consent or contract and is carried out automatically, the right to receive your Personal Data in a structured format, of general use and automatically legible, if technically feasible, and to transmit your Data to another owner;

Right to oppose the processing of data carried out;

You also have the right to lodge a complaint with the Control Authority, e.g. the Italian Guarantor for the Protection of Personal Data (cd. "Privacy Guarantor") and/or with other competent control authorities.

Contact details of the privacy officer

For any questions on this Privacy Notice, further information and to exercise your privacy rights please contact the data protection officer, EUCS Srls Unipersonale, Piazzale Mazzini 64, 35137 Padova, Italy, Dr. Eric Falzone, email: [dpo@furla.com](mailto:dpo@furla.com).

# FURLA

## AUSTRALIA

### TERMS AND CONDITIONS – USER-GENERATED CONTENT

Furla S.p.A., with registered office in Via Bellaria 3/5, San Lazzaro di Savena (BO) (“**Furla**”) is interested in the participation of all Instagram users (the “**User**”) in the online community on their website [www.furla.com](http://www.furla.com) (the “**Community**”) and has decided to regulate it via the following terms and conditions reported here.

In particular, Furla’s official Instagram account selects, at its discretion, Users’ posts (the “**Posts**”) that contain, purely by way of example, images, photographs, videos, sounds, music, texts, messages and works of any nature containing Furla products or tagging Furla (“**Content**”), deemed interesting for the Community.

#### Authorisation of Content use

Furla, by request in a comment on each Post, will ask the User for authorisation for the use of their Posts and the related Content deemed interesting for use in the Community and for Furla sales purposes.

Upon receiving the request, the User can authorise Furla to use their Content by responding with the hashtag #furlaok according to the instruction given by Furla in the Post’s comment.

By using the hashtag #furlaok, the User acknowledges and agrees with the Terms and Conditions, according to Furla’s direction, grants Furla the right to collect, process, use, store, transfer, and disclose (including, by way of example and not limited to, to copy, distribute, reproduce, give, use, modify, process, transform, store in a database, modify in any way, insert or replace comments and/or captions and/or disclose to third parties) the Content for the promotional and commercial purposes (described, in details, in the Privacy Notice below) and according to the advertising and/or sales means and choices that Furla deems appropriate, for the entire duration of the related rights, free of charge, non-exclusive and without territorial restrictions, as well as to combine/link Content to Content/Posts of other Users for the reasons listed above. If there are changes to these Terms and Conditions, Furla will notify the User of the changes which may materially affect the use of the User’s personal information.

#### User guarantees

The User declares to be 18 or over or, in any case, the minimum age set out by Instagram’s conditions of use, as well as the legitimate owner of the profile that had made the Posts and Content. The User declares that he/she has reviewed the Terms and Conditions with his/her parent or guardian, if required by any applicable laws and regulations of the country of residence.

The User declares that the Content is original and that it does not violate, even indirectly, any property or personal rights, namely copyright (moral or financial) or third-party intellectual property rights.

The User declares that possible other individuals involved in the Content or, in any case, the Post (e.g. in photographs of more than one person) have specifically consented to the use of their image, including their voice, for Furla’s above purposes.

The User, always subject to the potential automatic precautionary monitoring established by Instagram on posts with sensitive content, declares that the Content and related Post are not offensive and/or racist, do not incite hate and discrimination of any kind, are not harassing or threatening and are not in any way against public order or the common sense of decency.

# FURLA

In any case, the User commits to indemnify, also judicially, Furla from any requests, disbursements, damages, claims, potential prejudice deriving from/connected to the falsity or inaccuracy of the aforementioned guarantees.

## **The Users' representations and warranties**

The User declares to have understood and to accept that Furla only implements the re-sharing on the Community of a copy of the Content and related Post published by the User themselves on their own Instagram profile, and that each copy is freely shareable via Facebook, Instagram and Twitter and any other means of sharing, present or future, by third parties visiting the Community. It is further understood that the possible deletion of the Post and Content from the Community by Furla, for any reason, will not have any effect on the original Post and related Content of the User on their Instagram account, as well as other potential uses/copies carried out by third parties via the Community.

The User declares to have understood and to accept that Furla cannot prevent third parties from copying and/or altering and/or reproducing the Content and/or Post directly from the Community. Consequently, Furla cannot be held responsible for potential violations of any rights, either of the User and/or of third parties involved in the Content, or of other subjects, deriving, in any way, from their use and/or sharing of the Post and Content published on the Community.

In relation to the above, the User commits to indemnify, also judicially, Furla from any requests, disbursements, damages, claims, potential prejudice deriving from/connected to any use by third parties of the copy of the Content of and/or Post published by Furla on the Community.

The User commits to collaborate with Furla in reference to third-party claims in relation to the above, giving immediate notice without hesitation to Furla in the event that they become aware of it, giving their full cooperation in the defence.

The User agrees that by authorising Furla's use of the Content from the Post the User is not and will not be considered an employee, contractor, agent, representative, or spokesperson for Furla. The User shall not make any public comment stating or implying such status with Furla. The User shall not receive any compensation or other remuneration for the Content, directly or indirectly. The User shall cooperate with Furla by affirming, at Furla's request, that no benefit, direct or indirect, in cash or in kind, has been provided for use of the Content.

## **General instructions**

If any of these terms and conditions should be, for any reason, considered invalid or ineffective and/or inapplicable, this will be separated and will not affect the validity of the terms and conditions as a whole.

Furla's failure to exercise any right in the terms and conditions disclosed will not be interpreted as a waiver and will in no way negate Furla's right to validate it at a later time.

These terms and conditions are applied and interpreted exclusively according to Italian law and all related disputes are at the exclusive jurisdiction of the Court of Milan.

In case of inconsistency between the Italian and/or English text and the text in other languages, the Italian version of the terms and conditions will prevail.

These terms and conditions constitute the full agreement between Furla and the User in relation to the user of Content and Posts, and override any potential previous intervening agreement between Furla and the User regarding the Content and Posts themselves.

# FURLA

## INFORMATION FOR THE PROCESSING OF PERSONAL DATA – USER-GENERATED CONTENT

This information demonstrates how Furla S.p.A., with registered office in Via Bellaria 3/5, San Lazzaro di Savena (BO) (“**Furla**”) collects and processes your personal data as the Data Controller and in accordance with General Data Protection Regulation (EU) no. 679/2016 (GDPR) and any other applicable privacy laws (including the Australian *Privacy Act 1988* (Cth), Personal Data Protection Act 2010 (PDPA) (hereinafter collectively referred to as “**Data Protection Laws**”, for promotional and sales reasons and to promote the participation of users in the online community on Furla’s official website (the “**Community**”).

### Categories of Personal Data and purposes of data processing

Furla is interested in making it possible for Instagram users who post, for example, images, photographs, videos, sounds, music, texts, messages and works of any nature, containing Furla products or that tag Furla (the “**Post**”) to be part of the Community.

If you are an Instagram user and publish a Post on your personal profile containing a Furla product or containing a tag or hashtag referring to Furla, then the official Furla Instagram account can contact you by commenting on the Post and asking you to use the hashtag #furlaok to consent to the publication and maintenance of your post on the Community.

Only in the event that you give consent using the hashtag #furlaok will Furla process the following personal data within the Post chosen by Furla (“**Personal Data**”): (i) Instagram account name; (ii) personal image (including voice), either alone or together with the image of other people that also appear in the Post; (iii) all other data or information present within the caption of your Post.

If your Post also contains Personal Data of other individuals (e.g. group photos, other users’ tags etc.), please be aware that Furla shall also process the Personal Data of the third parties appearing in the Post. In this case Furla shall consider that all the information contained herein have been provided to such third parties by you. To this end you undertake to promptly provide the abovementioned third parties with the link to this document and/or share it by any other mean (for instance, by visiting the relevant section in Furla official website [www.furla.com](http://www.furla.com)).

All such Personal Data are collected and processed by Furla for the purpose of giving you the opportunity to participate and be involved in the interactions between Furla and its customers and brand appreciators. The collections of the Personal Data is, furthermore, performed by Furla for general marketing, commercial, promotional and brand awareness purposes.

### Methods of processing Personal Data

Once your Personal Data has been acquired, Furla, using the specific online platform “Livestory”, will re-publish your Post on the Community, where it will be visible to the public and can be re-shared via Facebook, Instagram and Twitter and any other means of sharing, present or future.

Please remember that Furla, during the processing of your Personal Data, does not acquire the original Post, but simply publishes a “copy” on the Community. Consequently, Furla only has control over the “copy” of the Post shared on the Community via the online platform “Livestory”, and cannot in any way take action on your original Post, or on any potential copies re-shared by third parties. In the same way, potential re-sharing of your Post published by Furla will not have any effect on the original Post on your Instagram account.

### Legal basis of processing

# FURLA

Your Personal Data will be collected and processed based on your explicit consent to the publication and maintenance of a copy of your Post by Furla on the Community, confirmed via the hashtag #furlaok following a comment made on your Post by Furla's official Instagram account.

## **Compulsory/optional nature of providing Personal Data and consequences in the event of lacking communication**

The provision of your Personal Data is optional. If lacking, Furla cannot carry out any re-sharing of your Post on the Community.

You can let Furla know at any time if you would like to remove the re-sharing of your Post from the Community by emailing [privacy@furla.com](mailto:privacy@furla.com). This, as well as the removal of your Post once the maximum re-sharing period has passed, or before if decided by Furla, will not have any effect on the original Post published on your Instagram account.

## **How do we protect your Personal Data?**

Your Personal Data will be processed correctly, lawfully and transparently, protecting your rights according to the applicable Data Protection Laws. Furla will take all reasonable steps to ensure that your Personal Data is securely stored, that it is used only for the reasons established in this privacy information (and for no other reason) and that it can be viewed or corrected upon your request.

Furla adopts appropriate organisational, technical and administrative measures to protect itself against the loss, improper use and alteration of Personal Data under its control (also pursuant to what is established by art. 32 of GDPR).

## **Storage period of your Personal Data**

Your Personal Data, collected with your consent for its re-sharing on the Community, will be stored no longer than necessary for its purpose and, in any case, no longer than one year from the date posted, after which it will be destroyed or rendered unusable or anonymous.

## **Potential recipients of your Personal Data**

Your Personal Data will be processed in electronic or physical format by individuals appointed by Furla duly instructed and appointed in writing as data managers for the online publication and maintenance of Posts, and can be shared with the “Livestory” platform operator for uploading Posts to the Community, as this is strictly necessary to achieve the purposes indicated above and respecting GDPR security measures.

## **Transmission of Personal Data to a third-party country**

Posts may be transmitted via the Community on Furla's website, therefore without territorial restrictions. Furla cannot predict beforehand in which countries the Content will be visible but will take care to use social networks and channels that conform to any requirements provided by the applicable Data Protection Laws (and, in particular, the GDPR).

## **Your rights**

Furla declares to act in compliance with the applicable Data Protection Laws. In relation to the aforementioned processing of your Personal Data and according to the GDPR, you may, at any time by e-mailing [privacy@furla.com](mailto:privacy@furla.com), exercise the following rights:

# FURLA

Right to access;

Right to correct inaccurate data and integrate incomplete data;

Right to delete Personal Data;

Right to limit data processing;

In the event that processing is based on consent or contract and is carried out automatically, the right to receive your Personal Data in a structured format, of general use and automatically legible, if technically feasible, and to transmit your Data to another owner;

Right to oppose the processing of data carried out;

You also have the right to lodge a complaint with the Control Authority, e.g. the Italian Guarantor for the Protection of Personal Data (cd. “Privacy Guarantor”) and/or with other competent control authorities.

Contact details of the privacy officer

For any questions on this Privacy Notice, further information and to exercise your privacy rights please contact the data protection officer, EUCS Srls Unipersonale, Piazzale Mazzini 64, 35137 Padova, Italy, Dr. Eric Falzone, email: [dpo@furla.com](mailto:dpo@furla.com).



# FURLA

## UNITED STATES

### TERMS AND CONDITIONS – USER-GENERATED CONTENT

Furla S.p.A., with registered office in Via Bellaria 3/5, San Lazzaro di Savena (BO) (“**Furla**”) is interested in the participation of all Instagram users (the “**User**”) in the online community on their website [www.furla.com](http://www.furla.com) (the “**Community**”) and has decided to regulate it via the following terms and conditions reported here.

In particular, Furla’s official Instagram account selects, at its discretion, Users’ posts (the “**Posts**”) that contain, purely by way of example, images, photographs, videos, sounds, music, texts, messages and works of any nature containing Furla products or tagging Furla (“**Content**”), deemed interesting for the Community.

#### Authorisation of Content use

Furla, by request in a comment on each Post, will ask the User for authorisation for the use of their Posts and the related Content deemed interesting for use in the Community and for Furla sales purposes.

Upon receiving the request, the User can authorise Furla to use their Content by responding with the hashtag #furlaok according to the instruction given by Furla in the Post’s comment.

By using the hashtag #furlaok, the User acknowledges and agrees with the Terms and Conditions, according to Furla’s direction, grants Furla the right to collect, process, use, store, transfer, and disclose (including, by way of example and not limited to, to copy, distribute, reproduce, give, use, modify, process, transform, store in a database, modify in any way, insert or replace comments and/or captions and/or disclose to third parties) the Content for the promotional and commercial purposes (described, in details, in the Privacy Notice below) and according to the advertising and/or sales means and choices that Furla deems appropriate, for the entire duration of the related rights, free of charge, non-exclusive and without territorial restrictions, as well as to combine/link Content to Content/Posts of other Users for the reasons listed above. If there are changes to these Terms and Conditions, Furla will notify the User of the changes which may materially affect the use of the User’s personal information.

#### User guarantees

The User declares to be 18 or over or, in any case, the minimum age set out by Instagram’s conditions of use, as well as the legitimate owner of the profile that had made the Posts and Content. The User declares that he/she has reviewed the Terms and Conditions with his/her parent or guardian, if required by any applicable laws and regulations of the country of residence.

The User declares that the Content is original and that it does not violate, even indirectly, any property or personal rights, namely copyright (moral or financial) or third-party intellectual property rights.

The User declares that possible other individuals involved in the Content or, in any case, the Post (e.g. in photographs of more than one person) have specifically consented to the use of their image, including their voice, for Furla’s above purposes.

The User, always subject to the potential automatic precautionary monitoring established by Instagram on posts with sensitive content, declares that the Content and related Post are not offensive and/or racist, do not incite hate and discrimination of any kind, are not harassing or threatening and are not in any way against public order or the common sense of decency.

# FURLA

In any case, the User commits to indemnify, also judicially, Furla from any requests, disbursements, damages, claims, potential prejudice deriving from/connected to the falsity or inaccuracy of the aforementioned guarantees.

## **The Users' representations and warranties**

The User declares to have understood and to accept that Furla only implements the re-sharing on the Community of a copy of the Content and related Post published by the User themselves on their own Instagram profile, and that each copy is freely shareable via Facebook, Instagram and Twitter and any other means of sharing, present or future, by third parties visiting the Community. It is further understood that the possible deletion of the Post and Content from the Community by Furla, for any reason, will not have any effect on the original Post and related Content of the User on their Instagram account, as well as other potential uses/copies carried out by third parties via the Community.

The User declares to have understood and to accept that Furla cannot prevent third parties from copying and/or altering and/or reproducing the Content and/or Post directly from the Community. Consequently, Furla cannot be held responsible for potential violations of any rights, either of the User and/or of third parties involved in the Content, or of other subjects, deriving, in any way, from their use and/or sharing of the Post and Content published on the Community.

In relation to the above, the User commits to indemnify, also judicially, Furla from any requests, disbursements, damages, claims, potential prejudice deriving from/connected to any use by third parties of the copy of the Content of and/or Post published by Furla on the Community.

The User commits to collaborate with Furla in reference to third-party claims in relation to the above, giving immediate notice without hesitation to Furla in the event that they become aware of it, giving their full cooperation in the defence.

The User agrees that by authorising Furla's use of the Content from the Post the User is not and will not be considered an employee, contractor, agent, representative, or spokesperson for Furla. The User shall not make any public comment stating or implying such status with Furla. The User shall not receive any compensation or other remuneration for the Content, directly or indirectly. The User shall cooperate with Furla by affirming, at Furla's request, that no benefit, direct or indirect, in cash or in kind, has been provided for use of the Content.

## **General instructions**

If any of these terms and conditions should be, for any reason, considered invalid or ineffective and/or inapplicable, this will be separated and will not affect the validity of the terms and conditions as a whole.

Furla's failure to exercise any right in the terms and conditions disclosed will not be interpreted as a waiver and will in no way negate Furla's right to validate it at a later time.

These terms and conditions are applied and interpreted exclusively according to Italian law and all related disputes are at the exclusive jurisdiction of the Court of Milan.

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# FURLA

## INFORMATION FOR THE PROCESSING OF PERSONAL DATA – USER-GENERATED CONTENT

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### Categories of Personal Data and purposes of data processing

Furla is interested in making it possible for Instagram users who post, for example, images, photographs, videos, sounds, music, texts, messages and works of any nature, containing Furla products or that tag Furla (the “**Post**”) to be part of the Community.

If you are an Instagram user and publish a Post on your personal profile containing a Furla product or containing a tag or hashtag referring to Furla, then the official Furla Instagram account can contact you by commenting on the Post and asking you to use the hashtag #furlaok to consent to the publication and maintenance of your post on the Community.

Only in the event that you give consent using the hashtag #furlaok will Furla process the following personal data within the Post chosen by Furla (“**Personal Data**”): (i) Instagram account name; (ii) personal image (including voice), either alone or together with the image of other people that also appear in the Post; (iii) all other data or information present within the caption of your Post.

If your Post also contains Personal Data of other individuals (e.g. group photos, other users’ tags etc.), please be aware that Furla shall also process the Personal Data of the third parties appearing in the Post. In this case Furla shall consider that all the information contained herein have been provided to such third parties by you. To this end you undertake to promptly provide the abovementioned third parties with the link to this document and/or share it by any other mean (for instance, by visiting the relevant section in Furla official website [www.furla.com](http://www.furla.com)).

All such Personal Data are collected and processed by Furla for the purpose of giving you the opportunity to participate and be involved in the interactions between Furla and its customers and brand appreciators. The collections of the Personal Data is, furthermore, performed by Furla for general marketing, commercial, promotional and brand awareness purposes.

### Methods of processing Personal Data

Once your Personal Data has been acquired, Furla, using the specific online platform “Livestory”, will re-publish your Post on the Community, where it will be visible to the public and can be re-shared via Facebook, Instagram and Twitter and any other means of sharing, present or future.

Please remember that Furla, during the processing of your Personal Data, does not acquire the original Post, but simply publishes a “copy” on the Community. Consequently, Furla only has control over the “copy” of the Post shared on the Community via the online platform “Livestory”, and cannot in any way take action on your original Post, or on any potential copies re-shared by third parties. In the same way, potential re-sharing of your Post published by Furla will not have any effect on the original Post on your Instagram account.

### Legal basis of processing

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Your Personal Data will be collected and processed based on your explicit consent to the publication and maintenance of a copy of your Post by Furla on the Community, confirmed via the hashtag #furlaok following a comment made on your Post by Furla's official Instagram account.

## **Compulsory/optional nature of providing Personal Data and consequences in the event of lacking communication**

The provision of your Personal Data is optional. If lacking, Furla cannot carry out any re-sharing of your Post on the Community.

You can let Furla know at any time if you would like to remove the re-sharing of your Post from the Community by emailing [privacy@furla.com](mailto:privacy@furla.com). This, as well as the removal of your Post once the maximum re-sharing period has passed, or before if decided by Furla, will not have any effect on the original Post published on your Instagram account.

## **How do we protect your Personal Data?**

Your Personal Data will be processed correctly, lawfully and transparently, protecting your rights according to the applicable Data Protection Laws. Furla will take all reasonable steps to ensure that your Personal Data is securely stored, that it is used only for the reasons established in this privacy information (and for no other reason) and that it can be viewed or corrected upon your request.

Furla adopts appropriate organisational, technical and administrative measures to protect itself against the loss, improper use and alteration of Personal Data under its control (also pursuant to what is established by art. 32 of GDPR).

## **Storage period of your Personal Data**

Your Personal Data, collected with your consent for its re-sharing on the Community, will be stored no longer than necessary for its purpose and, in any case, no longer than one year from the date posted, after which it will be destroyed or rendered unusable or anonymous.

## **Potential recipients of your Personal Data**

Your Personal Data will be processed in electronic or physical format by individuals appointed by Furla duly instructed and appointed in writing as data managers for the online publication and maintenance of Posts, and can be shared with the “Livestory” platform operator for uploading Posts to the Community, as this is strictly necessary to achieve the purposes indicated above and respecting GDPR security measures.

## **Transmission of Personal Data to a third-party country**

Posts may be transmitted via the Community on Furla's website, therefore without territorial restrictions. Furla cannot predict beforehand in which countries the Content will be visible but will take care to use social networks and channels that conform to any requirements provided by the applicable Data Protection Laws (and, in particular, the GDPR).

## **Your rights**

Furla declares to act in compliance with the applicable Data Protection Laws. In relation to the aforementioned processing of your Personal Data and according to the GDPR, you may, at any time by e-mailing [privacy@furla.com](mailto:privacy@furla.com), exercise the following rights:

# FURLA

Right to access;

Right to correct inaccurate data and integrate incomplete data;

Right to delete Personal Data;

Right to limit data processing;

In the event that processing is based on consent or contract and is carried out automatically, the right to receive your Personal Data in a structured format, of general use and automatically legible, if technically feasible, and to transmit your Data to another owner;

Right to oppose the processing of data carried out;

You also have the right to lodge a complaint with the Control Authority, e.g. the Italian Guarantor for the Protection of Personal Data (cd. "Privacy Guarantor") and/or with other competent control authorities.

Contact details of the privacy officer

For any questions on this Privacy Notice, further information and to exercise your privacy rights please contact the data protection officer, EUCS Srls Unipersonale, Piazzale Mazzini 64, 35137 Padova, Italy, Dr. Eric Falzone, email: [dpo@furla.com](mailto:dpo@furla.com).

# FURLA

## JAPAN

### 取引条件—ユーザー生成コンテンツ

Via Bellaria 3/5, 40068 San Lazzaro di Savena (BO) に登記簿上の事務所を有する Furla S.p.A. (以下「**Furla**」) は、そのウェブサイト [www.furla.com](http://www.furla.com) 上のオンラインコミュニティ (以下「**コミュニティ**」) のすべての Instagram ユーザー (以下「**ユーザー**」) の参加について関心があり、それについて、ここに記す以下の取引条件を介して規定することを決定しました。

特に、Furla の公式 Instagram のアカウントでは、ユーザーの投稿 (以下「**投稿**」) (代表例を挙げると、画像、写真、動画、音声、楽曲、テキスト、メッセージのほか、性質のいかんにかかわらず Furla 製品を含む産物または Furla のタグが付いた産物 (以下「**コンテンツ**」といいます) でコミュニティにとって興味深いと思われるものなど) が自由裁量で選択されています。

### コンテンツ使用の許可

Furla は、各投稿に関するコメント内でリクエストがあれば、ユーザーに対し、投稿のほか、コミュニティでの利用や Furla の販売目的から興味深いと思われる関連コンテンツを利用する許可を求めます。

ユーザーはリクエストを受け取ったら、投稿のコメントの中で Furla が記載している説明に従い、#furlaok のハッシュタグを付けて返信することで、ユーザーのコンテンツを利用することを Furla に許可することができます。

Furla の指示に従い #furlaok のハッシュタグを使用することで、ユーザーは Furla に対し、使用 (複製、配布、複製、譲渡、使用、加工、変換、データベースへの保存、および/または第三者への開示、または日本の著作権法 (明治三十二年法律第三十九号) の第 21 条から 27 条に基づくこれと同種のものなどを例として挙げますがこの限りではありません) の権利、商品化の権利、広告に使用する権利、商標権、および何らかの目的で Furla が適切とみなす広告および/または販売の手段および選択肢に従ってコンテンツを使用するために必要となるその他の権利を、当該の権利の全期間に、無料で、非独占的かつ地域制限なしで付与することになります。

コンテンツを使用する場合、ユーザーは、Furla によるコンテンツの変換、分離、コンテンツのいずれかの部分の削除、コンテンツの変更、改作、コメントおよび/またはキャプションの挿入または差し替え、ほかのユーザーのコンテンツ/投稿との結合やコンテンツのリンク付け、または場合によっては Furla の単独の裁量による何らかの行為の同様の実施に同意し、Furla は修正版のコンテンツを無料で使用する権利を有します。ユーザーは、コンテンツに関して、Furla または Furla から任命されているいずれかの第三者に対し、著作権人格権を一切行使しないものとします。

### ユーザー保証

ユーザーは、18 歳以上か少なくとも Instagram の利用条件で定められている年齢に達していること、さらに投稿やコンテンツを作成したプロフィールの正当なオーナーであることを明言します。

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ユーザーは、コンテンツがオリジナルのものであり、間接的であっても何らかの所有権または個人的権利、すなわち著作権（倫理的または財政的）または第三者の知的所有権を侵害しないことを明言します。

ユーザーは、コンテンツまたは少なくとも投稿（例：複数の人物が映っている写真で）に関係がある可能性があるユーザー以外の人物が、Furla の上述の目的から、音声を含め、画像の使用について明確に承諾していることを明言します。

センシティブな内容を含む投稿に関して Instagram が設定している潜在的な自動予防モニタリングにつき、常時対象となっているユーザーは、コンテンツや関連の投稿が侮辱的および/または人種差別的なものではなく、何らかの類のもの嫌悪や差別を助長するものではなく、嫌がらせまたは脅迫的なものではなく、いかなる形であれ社会秩序または一般的な常識感覚に反するものでもないことを明言します。

いずれの場合も、ユーザーは、何らかの要請、出費、損害、請求、上述の保証の虚偽または不正確性に由来する/つながる不利益の可能性から Furla を法的にも保護することを確約します。

## ユーザーの表明保証

ユーザーは、自らが自身の Instagram のプロフィールで公開したコンテンツや関連の投稿の複写のコミュニティでの再共有を Furla のみが実行することを、また各複写は Facebook、Instagram、Twitter、およびその他の共有手段を介して、現在または将来的にコミュニティを訪問する第三者によって自由に共有可能であることを理解し承していることを明言します。さらに、コミュニティからの投稿およびコンテンツが Furla によって消去可能であることは、理由の如何を問わず、ユーザーの Instagram のアカウント上の本人のオリジナルの投稿や関連コンテンツに対して、またコミュニティを介して第三者によって使用/複写される可能性があることに対して一切影響を与えないことも理解されています。

ユーザーは、第三者がコンテンツおよび/または投稿を直接コミュニティから複写および/または改変および/または複製することを Furla が阻止することはできないことを理解し承諾していることを明言します。したがって、コミュニティ上で公開される投稿およびコンテンツの使用および/または共有にいかなる形であれ由来する、ユーザーおよび/またはコンテンツに関与している第三者のいずれかまたはその他の対象者の何らかの権利の侵害の可能性について、Furla が責任を負うことはできません。

上記に関して、ユーザーは、コミュニティ上で Furla が公開したコンテンツのおよび/または投稿の複写についての第三者による何らかの利用に由来する/つながる要請、出費、損害、請求、不利益の可能性から、Furla を法的にも保護することを確約します。

ユーザーは、上述のことに関する第三者の主張について Furla に協力し、それを察知した場合は、一瞬の躊躇もなく即刻 Furla に通知し、弁護において全面的に協力することを確約します。

ユーザーは、投稿からのコンテンツの利用を Furla に許可することによって、ユーザーが現在も今後も、Furla の従業員、請負業者、代行者、代表者、またはスポークスマンとみなされることはないことに同意します。ユーザーは、Furla でのそのようなステータスを述べる、または意味する何らかのパブリックコメントを作成しないものとします。ユーザーは、コンテンツに対する何らか

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の報酬またはその他の報償を直接または間接的に一切受領しないものとします。Furla の要請があった場合には、ユーザーは、コンテンツの使用に対する手当を直接的または間接的に現金あるいは物品によって提供されたことはなかったことを主張することにより、Furla に協力するものとします。

## 一般注意事項

これらの取引条件のいずれかが、何らかの理由により、無効または無益および/または不相当とみなされるものとなる場合、それは分離され、取引条件の全体としての妥当性に影響を及ぼすことはありません。

開示されている取引条件の中の何らかの権利を Furla が行使できない場合、それが権利放棄と解釈されることはなく、またいかなる場合も後にそれを検証する Furla の権利を無効にすることはありません。

これらの取引条件は、イタリアの法律により適用および解釈され、関連するすべての係争は、強制的に必要な場合における日本の法律と管轄権の適用を除き、ミラノの法廷の排他的管轄下にあります。

イタリア語の文およびその他の言語の文との間に不一致がある場合には、取引条件のイタリア語版が優先されます。

これらの取引条件は、コンテンツおよび投稿のユーザーに関して、Furla とユーザーとの間に完全合意を構成し、コンテンツおよび投稿自体に関して Furla とユーザーとの間に介在する可能性のある何らかの以前の合意に優先します。



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## 個人データの処理についての情報—ユーザー生成コンテンツ

本情報は、Via Bellaria 3/5, 40068 San Lazzaro di Savena (BO) に登記簿上の事務所を有する Furla S.p.A. (以下「Furla」) がデータ管理者として、一般データ保護規則 (EU) no. 679/2016 (GDPR)、個人情報保護に関する法律 (平成十五年法律第五十七号、以下「APPI」)、および適用可能なデータ保護法 (以下「データ保護法」) に従って、販売促進上および販売上の理由から、また Furla の公式ウェブサイト上のオンラインコミュニティ (以下「コミュニティ」) でユーザーの参加を促す目的で、あなたの個人データを収集および処理する方法を表明するものです。

## 個人データのカテゴリーとデータ処理の目的

Furla は、たとえば、画像、写真、動画、音声、楽曲、テキスト、メッセージのほか、性質のいかんにかかわらず Furla 製品を含む産物または Furla のタグが付いた産物をコミュニティの一環として投稿 (以下「投稿」) する Instagram ユーザーにそれらの行為を可能にすることに関心を持っています。

あなたが Instagram ユーザーで、Furla 製品を含む、または Furla を指すタグもしくはハッシュタグを含む個人プロフィールで投稿を公開した場合、Furla の公式 Instagram のアカウントから、投稿にコメントを入れることにより、また #furlaok のハッシュタグを使用してコミュニティ上であなたの投稿の公開およびメンテナンスに同意するよう依頼することにより、あなたに連絡する可能性があります。

あなたが #furlaok のハッシュタグを使用することに同意した場合に限り、Furla が選択した投稿内の以下の個人データ (以下「個人データ」) を Furla は処理します：(i) Instagram のアカウント名、(ii) 個人の画像 (音声を含む) (本人だけの場合、または投稿内にも登場するあなた以外の人物の画像と一緒に)、(iii) あなたの投稿のキャプション内にあるその他のすべてのデータまたは情報。

あなたの投稿があなた以外の人物の個人データ (例：グループ写真、ほかのユーザーのタグなど) も含む場合、投稿に登場する第三者の個人データも Furla が処理しますのでご承知おきください。その場合、Furla は、上記の第三者に対し、ここに記載されている情報すべてがあなたから提供されたものとみなすものとします。そのために、あなたは、上述の第三者に対し、この文書へのリンクを直ちに提供する、および/または何らかのその他の手段 (たとえば Furla 公式ウェブサイト [www.furla.com](http://www.furla.com) の該当セクションを訪問することにより) によってこれを共有することを請け負います。

そのような個人データはすべて、Furla とそのお客様およびブランド愛好者との交流への参加および関与の機会をあなたに提供する目的で、Furla によって収集および処理されます。なお、個人データの収集は、一般的なマーケティング、市販、販売促進、およびブランドの認知度向上などの目的から、Furla が実行します。

## 個人データの処理の方法

あなたの個人データを入手したら、Furla は「Livestory」という特別なオンラインプラットフォームを利用し、コミュニティ上のあなたの投稿を再公開します。これは、現在および今後、一般の

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人が見ることができ、Facebook、Instagram、Twitter、およびその他の何らかの共有手段を介して再共有される可能性があります。

Furla はあなたの個人データを処理する際に、オリジナルの投稿を入手するのではなく、単にコミュニティ上に「複写」を公開するという点をご留意ください。したがって、Furla はオンラインプラットフォーム「Livestory」を介してコミュニティ上で共有された投稿の「複写」についてのみ統制手段をもつのであり、あなたのオリジナルの投稿または第三者に再共有される可能性のある複写に対し何らかの措置を講じることはできません。同様に、Furla によって公開されたあなたの投稿が再共有される可能性があることによって、あなたの Instagram のアカウント上のオリジナルの投稿に影響が生じることは一切ありません。

## 処理の法的根拠

あなたの個人データの収集および処理は、Furla の公式 Instagram のアカウントによりあなたの投稿へのコメントの後に #furlaok のハッシュタグを入れて確認された、コミュニティ上での Furla によるあなたの投稿の複写の公開およびメンテナンスについてのあなたの明示的な同意に基づき行われます。

## 個人データの提供の強制的/任意の性質とコミュニケーションが不足している場合の結果

個人データの提供は任意です。不足がある場合、Furla はコミュニティ上であなたの投稿を再共有できません。

privacy@furla.com に E メールを送ることにより、コミュニティからあなたの投稿の再共有を外すことを希望するかどうかをいつでも Furla に知らせることができます。最大再共有期間が過ぎた場合、またはその終了前に Furla が決断した場合、あなたの投稿が削除されても、あなたの Instagram のアカウントで公開されているオリジナルの投稿には一切影響がありません。

## Furla が個人データを保護する方法

あなたの個人データは正しく、合法的に、透明性をもって処理され、あなたの権利とプライバシーを保護します。Furla は、あなたの個人データを徹底して安全に保存し、このプライバシー情報で規定された理由のみに（その他の理由を除く）確実に使用されるようにし、あなたの要請に応じて表示または修正できるように徹底するための適切な措置をすべて講じます。

適用可能なデータ保護法に従って、Furla は、その統制下で個人データの紛失、不適切な使用、および改ざんから自身を保護するための適切な組織的、技術的、および行政的な手段を講じます。

## 個人データの保護期間

コミュニティ上での再共有に対するあなたの同意を得て収集されたあなたの個人データは、その目的に必要ななくなるまで、またいずれの場合でも、投稿された日付から 1 年未満の間保存され、その後は破棄されるか、または使用不可能にされるか、匿名化されます。

## 個人データの考えられる受け取り手

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あなたの個人データは、投稿のオンライン公開およびメンテナンスのデータマネージャーとして順当に文書で指示および指名した Furla に任命された人物により電子的または物理的な形態で処理され、投稿をコミュニティにアップロードする場合にプラットフォーム「Livestory」の操作者と共有される可能性があります。これは上述の目的を達成するために必要であり、適用可能なデータ保護法によって規定される安全手段を尊重しています。

## 第三国への個人データの譲渡

投稿は、Furla のウェブサイト上のコミュニティを介して譲渡されるため、地域の制限はありません。Furla は、どの国でコンテンツが表示可能であることを予め予測することはできませんが、適用可能なデータ保護法で規定されている要件を遵守したソーシャルネットワークやチャンネルを使用するよう配慮します。

## あなたの権利

Furla は、適用可能なデータ保護法に従って行動することを明言します。

あなたは、ご自身の個人データの上述の処理に関して、Eメール（[privacy@furla.com](mailto:privacy@furla.com)）を送信することにより、いつでも GDPR 第 12 および 13 条に定められている条件に基づき、その制限内において、以下の権利を行使することができます。

アクセスの権利（GDPR 第 15 条）、

不正確なデータの訂正と不完全なデータの統合の権利（GDPR 第 16 条）、

個人データを削除する権利（GDPR 第 17 条）、

データの処理を制限する権利（GDPR 第 18 条）、

処理が同意または契約に基づいており、自動的に実施されている場合には、一般的に使用され自動的に判読可能な構造化フォーマットであなたの個人データを受け取る権利（技術的に可能な場合）、および GDPR の第 20 条を妨げることなく別のオーナーにあなたのデータを譲渡する権利、

GDPR 第 6 条 1 項、e) または f) に従って実施されるデータの処理に反対する権利。

あなたは、規制当局、すなわち個人データの保護に関するイタリアの保証人（以下「プライバシー保証人」）および/またはほかの権限のある規制当局に苦情を申し立てる権利も有しています（GDPR 第 77 条）。

APPI の第 27～33 条もあなたに適用されるものとします。

## プライバシー責任者の連絡先情報

あなたの個人データの処理と適用可能なデータ保護法に基づくあなたの権利行使に関するすべての事項に関しては、データ保護責任者にお問い合わせください（宛先：EUCS Srls Unipersonale,

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