

# "BE A TASTER" PROJECT RULEBOOK

## GENERAL CONDITIONS OF PARTICIPATION

## 1. Object

1.1. The following general conditions of participation in the "Be a Taster" project (hereinafter the "Participation Regulations") govern the relations between BERNARDI srl with headquarters in Via Caduti sul Don, 1 - 12020 Villar San Costanzo (CN) registered in the Business Register of Cuneo (REA CN-134364) Tax code and VAT number IT01751680040 (in the following "Essense") and each of the users (henceforth the "Users") registered on the website www.essense.coffee (hereinafter the "Site") constituted by the contract stipulated between the parties concerning the participation in the project "Be a Ta-ster" (hereinafter the "Contract"). 1.2 All Users registered with "Be a Taster" are therefore required to read the present Participation Regulations in order to be able to join the aforementioned project.

1.2 All Users registered to "Be a Taster" are therefore required to read the present Participation Regulations in order to be able to join the aforementioned project.

## 2. Procedure for the conclusion of the Contract

2.1. The Contract will be considered finalized exclusively under the following conditions:

- registration by the User to the Site, having read the information on privacy and express acceptance of these General Conditions of Participation;

- the Contract must be considered concluded, therefore, when Essense receives electronically the acceptance of the proposal, by completing the application form with the acceptance of these Participation Regulations and having read the privacy policy, as well as the profile activation via confirmation link.

2.2. Essense will confirm the reception of the proposed candidature by the User communicating the registration to the "Be a Taster" project.

2.3. The User's application form will be filed in the Essense database for the entire duration of the Agreement and in any case in accordance with the law.

2.4. The languages available to conclude the Contract are Italian and English.

## 3. Terminology



3.1. "Be a Taster" is an Essense panel web platform concerning research and market research as well as satisfaction surveys;

3.2. "User": subject who, following the completion of the Site registration procedure, is willing to participate in the "Be a Taster" panel by responding necessarily and periodically to survey questionnaires and participating in research activities while maintaining full autonomy of action, of time, of organization, without any obligation of subordination towards Essense. Enrollment in "Be a Taster" is permitted to all persons:

i) with access to the Internet,

ii) who have turned 18 on the day of registration

3.3. "Account": By registering to "Be a Taster" a dedicated section (hereinafter "Section") within the personal page, called "Account" or "Profile" will be made available to the User on the Website. by username and password that will be created at the time of registration.

The deletion from "Be a Taster" will result in the removal of your data from the Panel and the related Section in the Account, but it will still be possible to access the Profile to manage your orders and purchases. The user can delete his own account on the user page.

3.4. "Essense": means the company BERNARDI srl with registered office in Via Caduti sul Don, 1 - 12020 Villar San Co-stanzo (CN) registered in the Business Register of Cuneo (REA CN-134364) Fiscal code and VAT number IT01751680040.

3.4. "Points": the active participation in "Be a Taster" allows the User to obtain points (in the manner and within the limits illustrated below) which will be credited in a special "Account" that can be managed through one's Account on the Site.

3.5. "Coupon": The points obtained through participation in "Be a Taster" can be converted into a discount coupon or gift, once the amount of points required for the desired coupon has been accumulated in your Account.

3.6. "Account": the conclusion of the Contract, and therefore, the registration to "Be a Taster" entails for the User the creation of its own "account" where the Points earned will be deposited following the completion each survey.

## 4. "Be a Taster" Subscription

4.1. Every physical person can only register once at "Be a Taster". In the event that multiple registrations by the same User occur by providing different e-mail addresses, the first registration on the Site shall be considered valid. The User in order to access the Site and participate in "Be a Taster" must have a provision of any necessary means for browsing online, hardware (PC or mobile) and software (eg Internet browser), as well as a telephone connection for access to the Internet. In this regard, every person who intends to register on the Site comits to:

- make a single registration on the Site;

- enter truthful and up-to-date information when registering on the Site by answering the relevant questionnaire;

- enter a personal e-mail address that is not shared with other people;



- not transfer their Account to third parties;
- keep their data constantly updated when registering on the Site.

4.2. To participate in "Be a Taster" you must be of legal age, register on the Site, accept the Participation Regulations and complete the application form in full.

4.3. At the time of registration, the User undertakes not to adopt any conduct that could damage the interests of Essense.

4.4. When registering on the Site, the User must enter his / her username (e-mail address) and a password, which must be kept secret, in a safe place and not made accessible to third parties. The User is obliged to immediately inform Essense in the event that he or she has information of a fraudulent, illicit or unauthorized use of his/her Account or of the theft and / or loss of his password.

4.5. It is possible to cancel your "Be a Taster" subscription and, therefore, withdraw from the Contract at any time, using the appropriate function in your Profile.

## 5. "Be a Taster" Terms of use

#### 5.1. Participation in the compilation of the surveys

By participating in "Be a Taster", following registration you will receive (without fixed periodicity) invitations to participate in the planned research activity and in particular the completion of survey web questionnaires and appreciation.

Participation is optional, giving the User full freedom and autonomy in deciding whether to complete the questionnaires received from Essense, except as provided below. In the event that the User decides to adhere to the compilation of a questionnaire, the invitation e-mail and the first page of the questionnaire will indicate the possible awarding of Points or Coupons intended for Members.

It is understood from now on that the User will always act in full and total autonomy being excluded of any constraint of subordination towards Essense. Participation in the compilation of the questionnaires requires that the User dedicate the necessary time to this activity and that the answers to the questions asked are as correct and truthful as possible and the result of a careful reading of the questions asked. It is specified that the receipt of the invitation and the participation in the compilation of the questionnaires does not always guarantee the achievement of the relative and possible Points if these are foreseen since they could occur - merely by way of example and not exhaustive - the following cases in which, while participating in the questionnaire, you do not have the right to credit points if: (i) the questionnaire is already closed at the time of participation, both because the expected closure date has already been reached, and because you have already collected the necessary number of respondents (total or for certain profiles); (ii) the User's profile is not in line with the requirements necessary for research or market research; (iii) during the completion of the questionnaire, it is ascertained by Essense that the questionnaire has been filled in incorrectly, not carefully or fraudulently; (iv) after completing the questionnaire, it is ascertained by Essense that the questionnaire has been filled in incorrectly, not carefully or fraudulently. In this case, if any Points have already been credited, they can be revoked; (v) any other occasion in which the impossibility of participating and completing the questionnaire is communicated.



At any time, Essense, if it deems it appropriate and at its sole discretion, may suspend or block the User by prohibiting the latter from accessing the Site.

By accepting to the present Participation Regulations, the Users grants Essense the exclusive right to analyze the content of the questionnaires filled in by them, including all the rights of economic exploitation of the same, without being able to communicate them to third parties. Participation in "Be a Taster" by the User is to be considered completely free, since the latter cannot request any compensation for his participation.

## 5.2. Verifications

Essense is committed to ensuring the highest quality of data collected during its investigations. To this end, Essense reserves the right to periodically check and verify (also through third parties in charge) that all data provided during registration on the Site and participation in "Be a Taster", the answers given in the questionnaires and the behaviors you - during participation in the questionnaires and in any other activities organized by Essense comply with the provisions of these General Conditions of Participation. If, during the completion of the questionnaire or subsequently, behaviors are identified by the User that Essense deems to be non-compliant with the provisions of these Participations, the latter may, at its sole discretion, cancel the questionnaire.

#### 5.3. Prohibitions

In any activity related to "Be a Taster" the User is prohibited from:

i. respond to the same questionnaire more than once, even if multiple invitations are received for the same survey or multiple filling is technically possible;

ii. during the compilation of the questionnaires and in any other communication received from Essense, voluntarily provide incorrect, incomplete, false, misleading, offensive, obscene, threatening information;

iii. memorize, download, catalog, disseminate any information or data learned during the compilation of the questionnaires;

iv. use software or equipment or other that allow an automated compilation of questionnaires;

v. have third parties answer the questionnaires addressed to their person;

you. subscribe to "Be a Taster" several times;

vii. reply to questionnaires, send e-mails or carry out any other activity linked to "Be a Taster" by inserting, sending or spreading viruses, trojans or other harmful elements;

viii. try to modify, attack, manipulate the site, the questionnaires and all the software connected to it;

ix. reproduce, copy, modify, link and use in any other way the contents of the Site;

x. violate the copyright or industrial property rights of others as well as the confidentiality of third-party information.

5.4. Suspension and cancellation from the "Be a Taster" project for violation of these General Conditions of Participation



In the event of any violation of these Participation Regulations, Essense reserves the right, in its sole discretion, to:

the. Suspending an Account: it will still be possible to access your Account, but invitations will no longer be sent for participation in completing questionnaires scheduled by "Be a Taster". Within 3 (three) months of the suspension, Essense may, at its discretion, decide whether to reactivate the suspended Account or cancel it. In the latter hypothesis, the Contract will be considered automatically terminated due to a breach by the User pursuant to art. 1456 c.c

ii. Cancel an Account: all the data concerning an Account will be deleted from the system with the result that it will no longer be possible to recover them and therefore it will no longer be possible to carry out any activity. In this case, the Contract will be considered automatically terminated due to a breach by the user pursuant to Article 1456 of the Civil Code. It will also not be possible to register again on the Site ..

5.5. Cancellation from "Be a Taster" at the request of the User

The User has the right at any time to conclude his participation in "Be a Taster" and therefore to withdraw from the Contract, using the appropriate function which can be in his/her Profile. In this case it will not be possible to register again using the same email address.

## 6. Amendment of the Participation Regulations

6.1. These General Conditions of Participation may be subject to revisions and modifications, from time to time also necessary in consideration of possible regulatory changes and any organizational needs of Essense. The new version of the Participation Regulations will be effective from the date of publication on the Site.

6.2. Essense undertakes to communicate any changes to these Participation Rules by informing the User via the Site. If the User does not deem to accept the changes made, he / she may request to be excluded from the panel using the appropriate function in his / her Account. Otherwise, that is, if the User does not show a willingness to interrupt his participation in "Be a Taster", the modifications made will be considered accepted.

6.3. Essense may modify, cancel or suspend, with at least 15 days 'notice and without prejudice to the User's right to withdraw from the Contract within the aforementioned term, parts of "Be a Taster". Essense may also limit the "Be a Taster" perimeter by reducing and / or eliminating certain functions, services and offers, and, in the event of the User failing to comply with these Participation Regulations, may also limit, entirely or in part, the access of each User to "Be a Taster" and to the Site without this giving the User the right to formulate any type of compensation claim against Essense.

6.4. Essense may terminate "Be a Taster" and / or close the Site and therefore terminate the Contract at any time by written notice to be sent by e-mail to the User.

## 7. Indemnification and liability

7.1.Indemnification and liability relating to the Site



Essense excludes any liability for cases in which (i) connection to the Site, due to technical or non-technical problems, is not available, (ii) the connection to the Site via the terminal used by the User does not take place or is incomplete, (iii) the display of the Website is distorted or slowed down, (iv) there are drops in the internet line or errors by the hardware or software or other technical malfunctions, disturbances or any other error in the communication or transmission of data that may hinder, interrupt or disturb the browsing of the Site in any way. Likewise, Essense is not liable for damage to the terminal used by the User which occurs during navigation on the Site or during the download of information and / or any other element from the same. Given that Essense undertakes to use all the most up-to-date and suitable technical tools available and security systems and adopts all the necessary precautions for this purpose, Essense does not provide any guarantee to Users in the event of that problems, technical interruptions, errors or malfunctioning of functions in the hardware or software of the User's terminal, of the network or in telephone lines arise. There is no guarantee in case of loss of part or all of the data relating to the User and his participation in "Be a Taster". The same applies if the data is not transmitted correctly, or occurs incorrectly, incorrectly, incomplete, deformed or delayed. To the extent stated above it does not in any way determine for the User the right to formulate any type of compensation claim against Essense. Furthermore, from now on all liability is excluded in the event that an e-mail or any sending to and / or from Essense does not reach its destination due to technical problems, human errors or transmission difficulties, or if the Internet connections or with the Site. Except in cases of willful misconduct or gross negligence, Essense excludes any warranty and any liability for damages suffered and patents of the User in case of loss of profits or chance, failure to use the Site and / or participation in "Be a Taster" and system interruptions, unauthorized access to your Account deriving in any way from behavior attributable to the User and / or third parties. Unless otherwise specified in the contract or mandatory provision of the law, the User's right to compensation for damages is therefore always excluded.

# 8. Privacy

The User has received appropriate information from Essense about the processing of his personal data pursuant to Article 13 of Legislative Decree no. 196/2003 available at any time by clicking on the "Privacy Policy" link on the Site.

# 9. Duration of the Contract and right of withdrawal

9.1. The Contract will have a duration of 1 year starting from the date of acceptance of the present Participation Regulations by the User. If, during the term of the Contract, the User has not exercised the possibility of requesting the cancellation from "Be a Taster" and / or Essense has not canceled the User pursuant to these Participation Regulations and / or "Be a Taster" has not been closed by Essense, the Contract will be automatically renewed for another year, and so on, without prejudice to the User's right of withdrawal in the manner set out in these Rules for Participation.

## 10. Applicable law and competent court

10.1 These Participation Regulations are governed by Italian law.



10.2 For any dispute concerning the Contract or the present Participation Regulations, the Court of the User's place of residence will have jurisdiction. In the case of Users residing outside Italy, the Court of Essense, that is the Court of Cuneo, will have jurisdiction.

## 11. Ethical Code

11.1. Pursuant to and for the purposes of Legislative Decree n. 231/2001, Essense declares to engage in relations with the User, also for its employees, pursuant to and by effect, pursuant to and for the purposes of art. 1381 of the Civil Code.

## 12. Points and Coupons

## 12.1. Accumulation of Points

The compilation of the questionnaires according to the provisions of these Participation Regulations allows the Users to obtain Points that accumulate in their respective Accounts, according to the specifications from time to time communicated. Each individual User can use at any time the Points available in their Account (if sufficient) to request the Coupons provided, according to the methods specified. The Points accumulated by each User in their own Account cannot be converted into cash or in any other form but can only be used to request the Coupons from time to time made available on the Site. The Points accumulated on your Account are absolutely personal and cannot be added, exchanged, donated, transferred to anyone else. The point value of each activity provided by "Be a Taster", in particular with regard to the questionnaires, is always specified in the e-mail inviting the compilation of the questionnaires may vary from time to time and are in any case always communicated at the beginning of the compilation.

This valuation is carried out from time to time based on the characteristics of the investigation and is at the complete discretion of Essense. The User undertakes to verify that the compilation of the questionnaire has been correctly carried out and that any crediting of the Points earned with the compilation has been successful, also performing access to its own "Personal Area" of the Site to verify credit in case of doubt. Although acting in a way that minimizes the potential occurrence of problems, Essense does not assume any responsibility for missed credits due to errors, malfunctions, software technical problems, the instruments used or any other cause. Essense reserves the right to subsequently check the correctness of the allocation of Points and possibly revoke these Points if irregularities are found. The credit limit that can be accumulated in the Account is 1,000 points. Once this threshold is reached, it will no longer be possible to accumulate new Points on the Account. In the case of participation in activities that provide Points, these Points will inevitably be lost until at least part of the Points in the Account are used.

## 12.2.Coupon and prizes request

The Points accumulated in the Account by the User can be used to request the Coupons from time to time indicated in the "Coupon for You" section of your Account. From the Personal Area of the Site, after accumulating the number of Points required, the User can request one of the Coupons present. In the event of unavailability of a Coupon at the time of the request or impossibility of upplying a prize, Essense may offer a substitute Coupon with the same characteristics and / or value, Essense reserves the right to modify or delete, with a at least 15 days notice through communication on the Website or via email to the User:



to. the proposed Coupons;

b.. the Points levels required to apply for Coupons.

To request a Coupon, the User must use the appropriate page in his "Personal Area" of the Site. The various buttons will be clickable only if there are enough Points in his Account to request the respective Prize.

## 13. Miscellaneous

13.1. These Participation Regulations are the only contractual relationship between Essense and the User with regard to participation in "Be a Taster" and exceed any agreement previously entered into between them.

13.2. Failure by User to exercise its own right provided for by the law or by these Participation Regulations does not in any case constitute a waiver of the right.

The user declares pursuant to and for the purposes of art. 1341, 2nd paragraph, cod. civ, to have read carefully and to approve specifically the following articles: 5.1 (cases of loss of the right to the Incentive); 5.2 (checks); 5.4. (suspension and cancellation of the Panel due to violation of these Conditions of Participation); 5.5. (Suspension and cancellation from the Panel due to inactivity); 6.1-6.2 (Incentive plan and related prizes); 7 (modification of the participation conditions and / or of the "Be a Taster" initiatives); 8 (Indemnity and Liability); 10.1. (tacit renewal) 11 (applicable law and competent court)