



TERMS OF USE

Thank you for your interest in **#WEWEARSTRIPES!** February 28th is the **#RareDiseaseDay**: a day dedicated to the over 300 million people living with a rare disease around the globe. With this initiative we want to show our support to the patients and their families and raise awareness about their condition. Are you ready to join us on our solidarity mission?

This initiative is promoted by Chiesi Farmaceutici S.p.A., an Italian company with a registered office in Via Palermo 26/A – 43122, Parma ("**Chiesi**"). To be able to register on the website and upload your picture you must carefully read and accept the following terms of use ("**Terms**").

Through the website you will be able to apply our special **Zebra Filter** to your picture, download it and share it on your social media to help us spread awareness to the world. All the pictures will become also a part of a unique digital mosaic that we are going to publish on our digital channels owned worldwide by Chiesi (e.g., Instagram, Twitter, LinkedIn) and print it for internal posting in corporate premises.

(1) **Your Account**

To participate you need to create an account (the "**Account**") by providing a valid email address, a password, your name, and surname. You will also be able to log in with your Google and Facebook accounts.

You are responsible for keeping your credentials secure. Chiesi will not be liable for any loss or damage resulting from a breach of your Account due to your failure to keep your credentials secured. If you choose to sign in using your Google or Facebook accounts, we may be able to access to your name, surname, username, and registration email. We will not have access to your password, or any other information not expressly provided. At no time will Chiesi be liable for any breach of these accounts.

Chiesi shall not be liable if the website is unavailable, for any reason, and even if for a limited period. Access to the website may be suspended, without prior notice, in the event of system issues, service, maintenance, or any other reason beyond the reasonable control of Chiesi.

Chiesi reserves the right to accept only pictures that comply with the rules described on the website, at its sole discretion, and will carry out internal checks to avoid inappropriate or illicit content. A breach or violation of the Terms may also result in an immediate termination of your Account.

You may have to grant access to your device's camera or gallery (based on the relevant app permissions of your device) to be able to take or upload a picture. You may not be able to upload a picture from your camera roll if you do not provide access to your camera and photos.

(2) **Picture release terms**

Any content that is created as a result of the use of the website can be used by Chiesi, including Chiesi's affiliates in other countries worldwide. Chiesi will own all of the content created under this website and can change the content at any time after it is created. The content that is created can be used in any number of places, including websites, emails, advertisements, and social media platforms.

Therefore, by registering and participating in the **#WEWEARSTRIPES** initiative you authorize Chiesi to use your picture through all its communication channels on a worldwide basis and without any limitation. You also



understand that you have to be over 18 years old to participate and that you will not receive any kind of compensation for participating in the initiative and for our use of your picture.

Please be advised that you must first obtain the express consent of any third party (e.g., friends or family) that you may want to include in the picture. You will hold Chiesi harmless from any dispute, claim, or request that may arise due to the non-consensual sharing of such pictures.

If you change your mind and do not want Chiesi to use your picture, you can e-mail us to request that we stop using the content. Please refer to our Privacy notice for more information in this regard.

(3) Intellectual Property rights

All copyright, intellectual property right, and any other right relating to products, processes, and technologies described on the website belong to Chiesi. You are authorized to use and reproduce the content of the website for the purposes herein described only.

Any commercial use of the material on the website without the express consent of Chiesi is forbidden. Any other right or permission not expressly mentioned in this Terms shall be considered reserved. Other parties' intellectual property (if any) will be identified wherever possible.

(4) Information on the website

All the information published on the website is provided without any guarantee. Chiesi will try its best to ensure the information on the website is accurate and up to date. However, this does not imply any warranty regarding the accuracy and reliability of such content.

The content of the website is intended for information purposes only. All the information is not for promotional purposes and does not constitute an offer or solicitation to prescribe, purchase, supply, or market any products owned by Chiesi.

(5) Limitation of liability

To the extent permitted by applicable laws, Chiesi shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses resulting from the use of or inability to use the website.

You will indemnify and hold Chiesi, its subsidiaries, affiliates, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorney fees, made by any third party due to a breach of these Terms, violation of applicable laws, or rights of a third party.

This limitation of liability does not intend to exceed mandatory legal limits or those for cases of malice or gross negligence.

(6) Applicable law

These Terms shall be interpreted and governed by Italian law. All the disputes arising out of these Terms will submit to the jurisdiction of the Court of Parma.