



JOINT CONTROLLERSHIP AGREEMENT PURSUANT TO ARTICLE 26 OF REGULATION (EU) 2016/679

between

The Wilde Collection Ltd. with its registered office at 4th Floor Elsley Court, 20-22 Great Titchfield Street, London (UK), company number 13746608, in the person of its legal representative *pro tempore* (hereinafter referred to as "**The Wilde UK**" or "**Joint Controller 1**"),

and

The Wilde S.r.l., with registered office in Via Alessandro Manzoni n. 38, 20121, Milan (MI), VAT no. 13506960965, in the person of its legal representative *pro tempore* (hereinafter referred to as "**The Wilde IT**" or "**Joint Controller 2**")

and

Milano Club S.p.A. with its registered office in Via dell'Annunciata n. 21, 20121, Milan (MI), VAT no. 12463790969 in the person of its legal representative *pro tempore* (hereinafter referred to as "**Milano Club**" or "**Joint Controller 3**"),

The Wilde UK, together with the Milano Club and The Wilde IT, are hereinafter referred to as: "**Parties**" or "**Joint Controllers**".

WHEREAS:

- The Wilde UK, in short, is in charge of coordinating the companies of the business group, operating in the field of hospitality, catering and entertainment, of which the Joint Controllers are part of;
- The Wilde IT, in short, takes care of the acquisition and management of membership for members to whom services will be provided through the Milano Club;
- Milano Club, in short, is in charge of the provision of catering and entertainment services for the benefit of The Wilde IT members;
- Parties that are part of the same business group, together manage relations with data subjects, who want to join or are already members (hereinafter also referred to as '**members**'), including marketing activities;
- In the course of the shared management of this activity, the Parties will be in contact with data subjects in the membership category, collecting their data in order to manage membership and

Noted that:

- the Parties recognise their mutual interest to jointly pursue and determine, without prejudice to their own purposes, the following purpose of data processing:
 1. "Fulfilment of obligations provided for by Laws, Regulations and Community Legislation, or by provisions issued by Authorities or by Supervisory and Control Bodies in relation to or in any case connected to the acquisition, maintenance and possible termination of membership as well as to the use of the services and experiences proposed";
 2. 'Management of administrative, accounting and tax processes related to the acquisition, maintenance and termination of membership';
 3. "Fulfilment of contractual obligations and legal transactions, and in particular, services requested (such as, for example, seat or table reservations for Club events)";
 4. "Protection of contractual rights or otherwise arising out of the relationship between the parties";
 5. "Communication, via e-mail and notifications from the Application, of activities and events proposed by the Club in which the person concerned may participate as a member";
 6. "Transmission of data within the business group to which the Joint Controllers belong for internal administrative purposes";
 7. "Protection of the interests and/or rights of the Joint Controllers and/or other group companies in the context of non-contractual liability";
 8. "Capture of a close-up photo for member recognition when entering the Clubs";
 9. "Personalisation of the experience within the Club through the analysis and profiling of the interests, preferences and tastes of the data subject, including the receipt of offers, within the Club, in line with the data subject's profile";

10. "Communication of the data to other companies of the group to which the Joint Controllers belong, operating in the hospitality and entertainment sector, in order to receive communications, via e-mail, of the activities and events proposed by the respective Clubs in which the data subject may participate as a member".

Whereas:

- the Parties agree to employ external subjects for the performance of the aforesaid activities and processing, previously appointed as data processors, committing each other to communicate to each other, their own data processors used for and/or carrying out processing related to the purposes managed also in Joint Controllorship specifying that, such external subjects, should mainly fall within the aforesaid categories of activities:
- Offices and internal functions of the Joint Controllers;
 - Accounting and book-keeping consultants;
 - Companies and professionals providing IT services, including electronic data processing, software and cloud management, website management and IT consulting, hosting and mailing providers;
 - Control and supervisory bodies;
 - Law firms, professionals and compliance consultants;
 - Companies, agencies and professionals in the field of communication and advertising;
 - Other companies belonging to the business group to which the Joint Controllers belong, operating in the catering and entertainment sectors;
 - Public Administrations, Competent Authorities, Public Bodies and Agencies in the performance of their institutional tasks.

Considered that:

- Through this Agreement The Wilde UK, Milano Club and The Wilde IT intend to regulate their respective responsibilities for compliance with their obligations under Applicable Law (as defined below) in accordance with Article 26(1) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data (as defined below).

For all the foregoing, considered and evaluated, the Parties jointly stipulate the following:

1. PREMISES - ANNEXES - DEFINITIONS

1.1. The recitals and annexes form an integral part of this Agreement;

1.2 In addition to the terminology and clauses set forth in this Agreement, the meaning of the following terms is specified below:

- **"Agreement"**: means this agreement pursuant to Article 26 of the GDPR;
- **'Data Breach'** means any breach of security resulting in the accidental or unlawful destruction, loss, modification, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed:
 - **'Destruction'** means an event as a result of which personal data are no longer available in a form that allows them to be used by the Controller;
 - **'Loss'** means an event as a result of which personal data, while continuing to exist, is no longer available to the Data Controller;
 - **'Unauthorised or unlawful processing'** means the disclosure of data or unlawful access to them by a person who is not authorised to receive them or any other form of processing that violates the GDPR;
- **'Personal Data'** means any information relating to an identified or identifiable natural person;
- **"Supervisory Authority"** means the public and independent authority established by a Member State;
- **"Data Subject"**: means the natural person to whom the Personal Data relate;
- **"Technical and organisational measures"**: means the measures implemented to ensure a level of security appropriate to the risks arising from the processing within the meaning of Art. 32 GDPR, which include, among others: a) pseudo-anonymisation and encryption of personal data; b) the ability to ensure on a permanent basis the confidentiality, integrity, availability and resilience of the processing systems and services; c) the ability to promptly restore the availability and access of personal data in the event of a physical or technical incident; d) a procedure to regularly test, verify and evaluate the efficiency of the technical and organisational measures to ensure the security of the processing;

- "**Applicable Legislation**": means Regulation (EU) 2016/679, as amended and supplemented, the guidelines and further applicable supranational legislation as well as the applicable national data protection legislation;
- "**Data Processor**": means the natural or legal person and any other body that processes personal data on behalf of the Controller;
- "**GDPR**": means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- "**Sub-controllers**": means another controller used by the Controller to perform specific processing activities on behalf of the Controller, subject to the latter's express and prior authorisation;
- "**Data Controller**" means the natural or legal person or other body which alone or jointly with others determines the purposes and means of the processing of personal data;
- "**Joint Controllers**" means each of the Parties as entities that jointly determine the purposes and means of the processing.

2. SUBJECT

2.1. This Agreement regulates the responsibility of each of the Parties in relation to the obligations deriving from the Applicable Laws with reference to the Processing indicated above in the introduction and detailed in [Annex A](#) and [Annex B](#) (hereinafter referred to as the "**Disclosures**"), in respect of which the Data Controllers jointly determine the purposes and means of the processing, thus considering themselves as Joint Data Controllers.

3. COMMUNICATION OF INFORMATION PURSUANT TO ART. 13 OF THE GDPR

3.1. The information referred to in Article 13(1) and (2) of the GDPR is provided by each Data Controller, which, through its Authorised Persons, will invite all data subjects to read the Notice pursuant to Article 13 also directly through its website (*e.g. by including such notice in the account descriptions*), through a special link on its website or webpage or through an Application for smartphones (*or in any case for mobile phones*);

3.2. the Joint Controllers are obliged to keep and catalogue the relevant information in compliance with, also, the *Data Retention* provided for in the forms relating to the processing of Personal Data signed by the Data Subjects in compliance with the technical and organisational security measures provided for;

3.3. the Joint Controllers undertake to provide each data subjects with the correct information depending on whether they know Italian ([Annex A](#)) or English ([Annex B](#)).

3.4. Each amendment to the disclosures in Annexes A and B must be approved, in writing, by all the Joint Controllers.

4. EXERCISE OF RIGHTS BY DATA SUBJECTS

4.1. The Data Subject, in accordance with what is specified in the Privacy Policy Notice, may exercise its rights under the Applicable Legislation vis-à-vis the Joint Controllers by means of **all the contact channels** indicated in the above-mentioned information notice (which will be provided to the data subjects pursuant to Article 13 of the GDPR), it being understood that the above-mentioned information notice will indicate **as the main address** to which the data subjects may refer for prompt feedback: privacy@thewilde.com;

4.2. the Joint Controllers undertake to process requests to exercise the rights of the data subjects without undue delay and, in any case, in compliance with the terms indicated in the Applicable Rules, guaranteeing each other all the support necessary to comply with the proposed requests within the terms of the law;

4.3. the rights exercisable by the data subjects and to be guaranteed by the Joint Controllers are:

- a) access to personal data, consisting of confirming whether or not data relating to the Data Subject are being processed and, if so, providing access to the following information: the purposes, the categories of data, the recipients, the storage period, the right to lodge a complaint with a supervisory authority, the right to request rectification or erasure or restriction of

- processing or to object to processing, and to be informed of the existence of an automated decision-making process;
- b) request for rectification or deletion of the data or restriction of processing concerning the Data Subject ('restriction' means the marking of the data stored with a view to limiting their processing in the future) by recording their content in accordance with the request;
- c) objection to processing on grounds relating to the particular situation of the Data Subject concerning the processing of data for the performance of a task carried out in the public interest or in pursuit of a legitimate interest of the Data Controllers as well as for direct and indirect marketing, market research and profiling purposes
- d) data portability in the case of automated processing carried out on the basis of consent or in performance of a contract, to transmit in a structured, commonly used and machine-readable format the data concerning him/her;
- e) revocation of consent to processing for the above-mentioned purpose.

4.4. In the event of the exercise of rights by a Data Subject concerning one of the processing operations covered by this Agreement directly to a Data Controller, it shall be the latter's responsibility to promptly notify the other Data Controller of said circumstance, and in any event no later than 5 days from the time of receipt of the request, in order to allow the requests exercised by the Data Subject to be fulfilled within the scope of its competence.

5. DATA RETENTION

5.1. The Data Controllers undertake to keep the Personal Data of the Data Subjects for the period of time strictly necessary to pursue the purposes of the processing, including those requiring express consent.

More specifically:

- a) for the purpose of "*fulfilment of obligations provided for by Laws, Regulations and Community Legislation, or by provisions issued by Authorities or by Supervisory and Control Bodies in relation to or however connected to the acquisition, maintenance and eventual termination of membership and to the use of the services and experiences proposed*", the retention period shall be 10 years from the termination of membership;
- b) for the purposes related to the execution of a contract or contractual measures, i.e. '*Management of administrative, accounting and tax processes related to the acquisition, maintenance and termination of membership*' and '*Safeguarding of contractual rights or otherwise arising from the relationship between the parties*', the retention time shall be 10 years from the termination of membership;
- c) for the further purpose related to the performance of a contract or contractual measures and, in particular, for "*the fulfilment of contractual obligations and legal transactions, and, in particular, of the services requested (such as, for example, the reservation of seats or tables for Club events)*", the retention period will coincide with the termination of membership;
- d) for the purposes based on the legitimate interest of the Data Controllers, and in particular for the "*Communication, via e-mail and notifications from the Application, of the activities and events proposed by the Club in which the data subject may participate as a member*", the retention period will be 12 from the last acquisition or renewal of membership, unless the data subject objects;
- e) for the further purpose based on the legitimate interest of the Joint Controllers, and in particular for the '*transmission of data within the business group of which the Joint Controllers are members for internal administrative purposes*', the retention time shall be 10 years from the termination of membership;
- f) for the further purpose based on the legitimate interest of the Joint Controllers, and in particular for the "*protection of the interests and/or rights of the Joint Controllers and/or the other companies in the group in the context of non-contractual liability*", the retention time will be 5 years from the fact originating the need for protection;
- g) for the further purpose based on the legitimate interest of the Joint Controllers, and in particular for the "*acquisition of a close-up photo for the recognition of the member when accessing the Clubs*", the retention time will coincide with the termination of membership;
- h) for the consent-based purposes of "*personalisation of the experience within the Club through the analysis and profiling of the interests, preferences and tastes of the data subject, including the receipt of offers, within the Club, in line with the profile of the same*" and of "*communication of the data to other companies of the group to which the Joint Controllers belong operating in the hospitality and entertainment sector, in order to receive communications, via e-mail and notifications from the Application, of the activities and events proposed by the respective Clubs in which the data subject may participate as a member*", the retention period will be 12 months from the provision of consent, unless revoked.

6. CONTACT POINT FOR DATA SUBJECTS

6.1. Without prejudice to the provisions of Article 4 above of this Agreement, the Joint Controllers designate the following addresses as the point of contact for the data subject:

- ach@thewilde.com
- privacy.milan@thewilde.com;
- privacy.milan@milanoclub.it

7. TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

7.1. The Joint Data Controllers, for the data at their direct disposal, undertake to implement and comply with the Technical and Organisational Measures referred to in Article 32 of GDPR;

7.2. each Joint Controller undertakes, vis-à-vis the other, to facilitate documental and non-documental *auditing* activities in order to ensure mutual compliance with the principle of vigilance.

8. DATA PROTECTION IMPACT ASSESSMENTS, IF ANY

8.1. If any of the processing operations covered by this Agreement should require an impact assessment pursuant to Article 35 of the GDPR, the Contracting Parties mutually undertake to prepare, if they have not already done so, the aforesaid assessment prior to initiate the processing operations;

8.2. in the cases indicated in point 8.1, the Data Controllers will note the impact assessment drawn up pursuant to Article 35 of the GDPR and will assess the need to carry out the prior consultation referred to in Article 36 of the GDPR before commencing processing operations.

9. DATA BREACH

9.1. Should a Data Breach occur in respect of the processing of Personal Data covered by this Agreement, or should one of the Parties become aware of a potential event of such magnitude, the Data Controller who becomes aware of such circumstance shall inform the other Party in writing without undue delay and, in any event, no later than 24 (twenty-four) hours from the time of such knowledge;

9.2. the communication referred to in the preceding paragraph by the Joint Controller shall be made by contacting the other Parties' contact persons at the e-mail addresses ach@thewilde.com, privacy.milan@thewilde.com and privacy.milan@milanoclub.it;

9.3. the Joint Controllers undertake to cooperate with each other in order to contain the effects of the breach, adopting any measure deemed necessary to mitigate the risks and restore the state of protection of Personal Data to the situation prior to the occurrence of the event;

9.4. if requested by one of the Parties, the other Party undertakes to communicate the remedial measures taken independently in order to mitigate the damaging effects of the damaging event in compliance with the internal procedures of the Parties.

10. TREATMENT REGISTERS

10.1. Each Party is obliged to have a Data Processing Register of the Controller and shall be responsible, in its own and exclusive capacity, for the management, correct compilation and updating thereof pursuant to Article 30 of the GDPR.

11. ROLES IN PRIVACY AND EXTRA EU/SEE TRANSFER

11.1. The contact details of each Party's internal data protection contact persons are set out in Article 17 of this Agreement.

11.2 The Joint Controllers agree to operate any transfer outside the European Union and the European Economic Area in compliance with the principles and rules set out in Chapter V of the GDPR.

12. LIABILITY

12.1. In the event of breach of this Agreement, the Defaulting Party undertakes to indemnify and hold the other Party harmless from any and all consequences that the latter may suffer as a result of any failure to apply and/or breach of the Applicable Regulations and the failure to comply with the obligations under this Agreement.

13. DURATION

13.1. This Agreement shall be valid from the date of signature and until the termination of the joint activities between the Parties and/or the division of the Controllership thereof between the Parties.

14. AVAILABILITY OF THIS AGREEMENT AND POSSIBLE AMENDMENTS

14.1. Each of the Parties undertakes to make the essential content of this agreement available pursuant to Article 26(2) GDPR to the individual data subjects who expressly request it in writing and/or by e-mail;

14.2 Any amendment and/or variation of this Agreement shall not be valid and binding on the Joint Controllers unless first expressly approved in writing by all Parties, including the participation of new Joint Controllers in the Agreement.

15. EXPRESS TERMINATION CLAUSE

15.1. This Agreement shall be terminated at the initiative and discretion of each of the Parties, pursuant to Article 1456 of the Italian Civil Code, upon the occurrence of a breach by each of the Joint Controllers of one of the obligations set forth in Articles 3, 4, 5, 7, 8, 9, 10 and 11.

15.2. The termination shall become effective when the Party concerned receives notice from the other Joint Controllers of their wish to avail themselves of this clause.

15.3 The notice referred to in the preceding paragraph shall be sent by registered letter with acknowledgement of receipt or by e-mail.

16. APPLICABLE LAW, PLACE OF JURISDICTION AND LANGUAGE

16.1. This Agreement shall be governed by and construed in accordance with the laws of Italy;

16.2. The Court of Milan shall have exclusive jurisdiction in respect of any dispute arising out of this Agreement;

16.3 The official language of this Agreement is Italian. In case of conflict with other versions drawn up in other languages, the provisions and/or meaning rendered by the version drawn up in the Italian language shall prevail.

17. COMMUNICATIONS

17.1 Any communication required and/or permitted by this Agreement shall be made by PEC or registered letter with return receipt:

(a) if to The Wilde Collection Ltd:

c/o

The Wilde Collection Ltd.

4th Floor Elsley Court, 20-22 Great Titchfield Street, London (UK)

E-mail: ach@thewilde.com

(b) whether to Milano Club S.p.A.:

c/o

Milano Club S.p.A.

Via dell'Annunciata n. 21, 20121, Milan (MI)

E-mail: privacy.milan@milanoclub.it

Tel: +39 02 937 5721

PEC : milanoclub@legalmail.it

(c) if to The Wilde S.r.l.:

c/o

The Wilde S.r.l.

Via Alessandro Manzoni 38, 20121, Milan (MI)

E-mail: privacy.milan@thewilde.com

PEC : thewilde@legalmail.it

or to a different address, if any, which each of the above-mentioned persons will take care to communicate.

17.2 Each Party elects its domicile at the above-mentioned places also for the purpose of service of judicial documents.

JOINT CONTROLLERS SIGNATURES FOR ACCEPTANCE

Milan, 3 October 2024



The Wilde Collection LTD



The Wilde S.r.l.



Milano Club S.p.A.

LIST OF ATTACHMENTS

Annex A: Privacy policy notice pursuant to Art. 13 GDPR in Italian.

Annex B: Privacy policy notice pursuant to Art. 13 GDPR in English.

Annex A – Privacy policy notice pursuant to art. 13 in Italian

INFORMATIVA PRIVACY AI SENSI DELL'ART. 13 DEL REGOLAMENTO UE 2016/679 Per i tesserati al Club

Per noi la protezione dei dati è un argomento molto serio per cui desideriamo informarLa in merito alle modalità con le quali i dati vengono trattati ed ai diritti che Lei può esercitare ai sensi della vigente normativa sulla protezione dei dati, in particolare del Regolamento UE 2016/679 (di seguito anche: "GDPR").

1. Contitolari del trattamento *

Primo Contitolare

The Wilde Collection UK
4th Floor Elsley Court, 20-22 Great Titchfield Street,
London (UK)
Dati di contatto e-mail: ach@thewilde.com

Secondo Contitolare

The Wilde S.r.l.
Via Alessandro Manzoni n. 38, 20121, Milano (MI)
Dati di contatto e-mail: privacy.milan@thewilde.com

Terzo Contitolare

Milano Club S.p.A.
Via dell'Annunciata n. 21, 20121, Milano (MI)
Dati di contatto e-mail: privacy.milan@milanoclub.it

2. Le categorie di dati che vengono sottoposti a trattamento

Le categorie di "dati personali" (ex. Art. 4.1 del GDPR) trattati dai Contitolari possono essere, a mero titolo esemplificativo ma certo non esaustivo:

- Dati anagrafici e identificativi (quali, ad esempio, nome e cognome, data di nascita, luogo di nascita, nazionalità, codice fiscale, Partita Iva, ecc.);
- Dati di contatto (quali, ad esempio, indirizzo, indirizzo e-mail, numero di telefono, ecc.);
- Dati relativi all'immagine dell'interessato;
- Dati relativi al ruolo professionale o alla professione esercitata dall'interessato;
- Dati personali necessari per la fatturazione (quali, ad esempio, il numero della carta di credito, ecc.);
- Dati relativi alle preferenze dell'interessato rispetto ai servizi forniti dai Contitolari (quali, ad esempio, concerti, spettacoli, eventi culturali, preferenze culinarie ecc.).

3. Liceità e finalità del trattamento

Il trattamento dei dati personali avviene in conformità alle disposizioni del Regolamento generale sulla protezione dei dati (GDPR) e di ogni altra normativa sulla protezione dei dati applicabile. Di seguito vengono forniti i dettagli:

3.1 Finalità volte all'adempimento di un obbligo legale (ex art. 6, paragrafo 1 (c) del GDPR)

- a. Adempimento di obblighi previsti da Leggi, Regolamenti e dalla Normativa Comunitaria, ovvero da disposizioni impartite da Autorità o da Organi di Vigilanza e Controllo in relazione o comunque connessi all'acquisizione, mantenimento e all'eventuale cessazione della qualifica di socio nonché alla fruizione dei servizi e delle esperienze proposte.

Il periodo di conservazione dei dati personali, relativamente alle finalità di cui alla presente sezione è:

Per la finalità: a, 10 anni dalla cessazione della qualifica di socio.

Questi tempi possono allungarsi in caso di contenzioso o disposizione di legge.

3.2 Finalità volte all'esecuzione di un contratto o di misure precontrattuali (ex art. 6, paragrafo 1 (b) del GDPR)

- a. Gestione dei processi amministrativi, contabili e fiscali connessi all'acquisizione, al mantenimento e alla cessazione della qualifica di socio;
- b. Adempimento degli obblighi contrattuali e negozi giuridici, e in particolare, dei servizi richiesti (quali, ad esempio, la prenotazione di posti o tavoli per gli eventi del Club);
- c. Tutela dei diritti contrattuali o comunque derivanti dai rapporti intercorrenti tra le parti. Si precisa che, qualora la tutela dei diritti non sia direttamente connessa con l'adempimento del contratto stipulato, i connessi trattamenti hanno **come base giuridica il legittimo interesse, (ex art. 6 paragrafo 1 (f) del GDPR), di tipo cogente e derivante dal rapporto contrattuale instaurato tra le parti.**

Il periodo di conservazione dei dati personali, relativamente alle finalità di cui alla presente sezione è:

Per le finalità: a, c, 10 anni dalla cessazione della qualifica di socio;

Per la finalità: b, fino alla cessazione della qualifica di socio.

Questi tempi possono allungarsi in caso di contenzioso.

3.3 Finalità per il perseguimento di un legittimo interesse (ex art. 6 paragrafo 1 (f) del GDPR)

- a. Comunicazione, tramite e-mail e notifiche dall'Applicazione, delle attività e degli eventi proposti dal Club ai quali l'interessato potrà partecipare in qualità di socio;
- b. Trasmissione dei dati all'interno del gruppo imprenditoriale di cui fanno parte i Contitolari per fini amministrativi interni;

- c. Tutela degli interessi e/o dei diritti dei Contitolari e/o delle altre società del gruppo nell'ambito della responsabilità extracontrattuale;
- d. Acquisizione di una foto in primo piano per il riconoscimento del socio al momento dell'accesso ai Club.

Il periodo di conservazione dei dati personali, relativamente alle finalità di cui alla presente sezione è:

Per la finalità: a, 12 mesi dall'ultima acquisizione o rinnovo della qualifica di socio, salvo opposizione dell'interessato. A tal proposito si specifica che l'eventuale negazione o revoca del consenso per altre finalità di marketing, diverse dalla suddetta finalità a, non equivale ad opposizione alla stessa e non comporterà la cessazione di tale finalità e delle attività connesse;

Per la finalità: b, 10 anni dalla cessazione della qualifica di socio;

Per la finalità: c, 5 anni dal fatto originante la necessità della tutela;

Per la finalità: d, fino alla cessazione della qualifica di socio.

Questi tempi possono allungarsi in caso di contenzioso.

3.4 Finalità coperte dal consenso dell'interessato (ex art. 6, paragrafo 1 (a) del GDPR)

- a. Personalizzazione dell'esperienza all'interno del Club attraverso l'analisi e la profilazione degli interessi, delle preferenze e dei gusti dell'interessato, inclusa la ricezione di offerte, nell'ambito del Club, in linea con il profilo dello stesso;
- b. Comunicazione dei dati ad altre società del gruppo al quale appartengono i Contitolari, operanti nel settore dell'ospitalità e dell'intrattenimento, per ricevere comunicazioni, tramite e-mail e notifiche dall'Applicazione, delle attività e degli eventi proposti dai rispettivi Club ai quali l'interessato potrà partecipare in qualità di socio.

Il periodo di conservazione dei dati personali, relativamente alle finalità di cui alla presente sezione è:

Per le finalità: a, b, 12 mesi dal rilascio del consenso, salvo revoca.

4. Destinatari o categorie di destinatari dei dati personali (ex art. 13 paragrafo 1 (e) del GDPR) *

Nell'ambito delle suindicate finalità, i Contitolari del trattamento potranno comunicare i suoi dati a:

- Uffici ed alle funzioni interne dei Contitolari;
- Consulenti per la gestione contabilità e commercialisti;
- Società e ad operatori professionali che forniscono servizi informatici, tra cui elaborazione elettronica dei dati, di gestione software e dei cloud, gestione di siti internet e di consulenza informatica, hosting e mailing providers;
- Organismi di controllo e di vigilanza;
- Studi legali, professionisti e consulenti per la compliance;
- Società, agenzie e professionisti nell'ambito della comunicazione e della pubblicità;
- Altre società facenti parte del gruppo imprenditoriale al quale appartengono i Contitolari, operanti nei settori della ristorazione e dell'intrattenimento;
- Pubbliche Amministrazioni, Autorità competenti, Enti ed Agenzie pubbliche nell'ambito dell'esecuzione dei loro compiti istituzionali.

** Maggiori informazioni sui Destinatari (ex art. 4.9 del GDPR) sono disponibili presso i Contitolari del trattamento dei dati personali ai recapiti sopra indicati.*

5. Destinatari o categorie di destinatari dei dati personali (ex art. 13 paragrafo 1 (f) del GDPR) * e trasferimento dei dati in Paesi extra UE

I Contitolari Le comunicano che è loro intenzione trasferire i dati dell'interessato in paesi non compresi nella UE e nella SEE. Tali paesi potrebbero non essere considerati dalla Commissione Europea** come paesi che assicurano un adeguato livello di protezione dei dati personali. Pertanto, quando trasferiamo i Suoi Dati Personali al di fuori della UE, adotteremo misure di salvaguardia adeguate in conformità con gli obblighi dalla legislazione UE e italiana vigente, al fine di garantire che gli stessi siano opportunamente protetti.

In particolare, i Suoi dati potranno essere comunicati nel Regno Unito, in **coerenza con l'art. 45 del GDPR**, in quanto Paese terzo ritenuto adeguato dalla Commissione Europea con la Decisione di esecuzione UE 2021/1773, a società appartenenti al gruppo imprenditoriale di cui fanno parte i Contitolari e a Società e ad operatori professionali che forniscono servizi informatici, per le finalità sopra esposte al punto 3.1 lett. a), 3.2 lett. a, b, c, al punto 3.3 lett. a, b, c, d e infine al punto 3.4 lett. a, b.

In relazione ai dati personali oggetto dei suddetti trasferimenti nei territori extra-UE, l'interessato può ottenerne informazioni facendo richiesta ai Contitolari del Trattamento inviando una comunicazione al seguente indirizzo e-mail privacy.milan@thewilde.com.

** Maggiori informazioni sui Destinatari (ex art. 4.9 del GDPR) sono disponibili presso i Contitolari del trattamento dei dati personali ai recapiti sopra indicati.*

*** La lista aggiornata dei paesi adeguati extra-SEE ritenuti adeguati dalla Commissione Europea potrà ottenersi sul sito web: https://commission.europa.eu/law/law-topic/data-protection/international-dimension-data-protection/adequacy-decisions_en*

6. Diritti del Soggetto Interessato (ex. art. 13 paragrafo 2 (b) del GDPR)

L'interessato può far valere i seguenti diritti:

- diritto di accesso dell'interessato [art. 15 del Regolamento UE] (la possibilità di essere informato sui trattamenti effettuati sui propri Dati Personali ed eventualmente riceverne copia);
- diritto di rettifica dei propri Dati Personali [art. 16 del Regolamento UE] (l'interessato ha diritto alla rettifica dei dati personali inesatti che lo riguardano);
- diritto alla cancellazione dei propri Dati Personali senza ingiustificato ritardo ("diritto all'oblio") [art. 17 del Regolamento UE] (l'interessato ha, così come avrà, diritto alla cancellazione dei propri dati);
- diritto di limitazione di trattamento dei propri Dati Personali nei casi previsti dall'art. 18 del Regolamento UE, tra cui nel caso di trattamenti illeciti o contestazione dell'esattezza dei Dati Personali da parte dell'interessato [art. 18 del Regolamento UE];
- diritto alla portabilità dei dati [art. 20 del Regolamento UE], l'interessato potrà richiedere in formato strutturato i propri Dati Personali al fine di trasmetterli ad altro titolare, nei casi previsti dal medesimo articolo;
- diritto di opposizione al trattamento dei propri Dati Personali [art. 21 del Regolamento UE] (l'interessato ha, così come avrà, diritto alla opposizione del trattamento dei propri dati personali);
- diritto di non essere sottoposto a processi decisionali automatizzati, [art. 22 del Regolamento UE] (l'interessato ha, così come avrà, diritto a non essere sottoposto ad una decisione basata unicamente sul trattamento automatizzato).

Ulteriori informazioni circa i diritti dell'interessato potranno ottenersi richiedendo ai Contitolari estratto integrale degli articoli sopra richiamati.

Relativamente alle finalità, per le quali fosse richiesto il consenso, l'Interessato può revocare il proprio consenso in qualsiasi momento e gli effetti decorreranno dal momento della revoca, fatti salvi i termini previsti dalla legge. In termini generali la revoca del consenso ha effetto solo per il futuro.

I suddetti diritti possono essere esercitati secondo quanto stabilito dal Regolamento inviando, anche, una e-mail al seguente indirizzo privacy.milan@thewilde.com.

In ossequio all'art. 19 del Regolamento UE, i Contitolari procedono a informare i destinatari cui sono stati comunicati i dati personali, le eventuali rettifiche, cancellazioni o limitazioni del trattamento richieste, ove ciò sia possibile.

Per consentire un più celere riscontro delle Sue richieste formulate nell'esercizio dei su indicati diritti, le stesse potranno essere rivolte ai Contitolari indirizzando le medesime ai recapiti indicati al punto 1.

7. Diritto di proporre reclamo (ex art. 13 paragrafo 2 (d) del GDPR)

L'interessato, qualora ritenga che i propri diritti siano stati compromessi, ha diritto di proporre reclamo all'Autorità Garante per la protezione dei dati personali, secondo le modalità indicate dalla stessa Autorità al seguente indirizzo Internet <http://www.garanteprivacy.it/web/guest/home/docweb/-/docweb-display/docweb/4535524> oppure inviando comunicazione scritta all'Autorità Garante per la Protezione dei Dati Personali.

8. Possibile conseguenza della mancata comunicazione dei dati e natura del conferimento dei dati (ex art. 13 paragrafo 2 (e) del GDPR)

8.1 In caso di adempimento di obblighi di legge o contrattuali

Si informa che, qualora le finalità di trattamento abbiano come base giuridica un obbligo legale o contrattuale (o anche precontrattuale), l'interessato deve necessariamente fornire i dati richiesti.

In caso contrario vi sarà l'impossibilità da parte dei Contitolari di procedere al perseguimento delle specifiche finalità di trattamento.

8.2 In caso di perseguimento di legittimo interesse

Parimenti, relativamente alle finalità basate su un interesse legittimo e che non richiedono il consenso, l'opposizione dell'interessato comporta o comporterà l'impossibilità di procedere alla realizzazione delle rispettive finalità e degli eventuali servizi connessi, per cui rispettivamente l'interessato si è opposto, fatti salvi motivi legittimi cogenti prevalenti dei Contitolari o finalizzati alla tutela di diritti in sede giudiziaria.

8.3 In caso di consenso dell'interessato

Per altre finalità, per le quali è richiesto il consenso, l'Interessato può revocare il proprio consenso in qualsiasi momento e gli effetti decorreranno dal momento della revoca, fatti salvi i termini previsti dalla legge. In termini generali la revoca del consenso ha effetto solo per il futuro. Pertanto, il trattamento che è stato effettuato prima della revoca del consenso non subirà effetti e manterrà la sua legittimità.

Il mancato o parziale consenso (**o la revoca dello stesso**) potrebbe non garantire l'erogazione completa dei servizi o delle attività, con riferimento alle singole finalità per cui il consenso viene negato, **e non costituirà pregiudizio o impedimento per le altre finalità (e le attività alle stesse connesse) non coinvolte o interessate espressamente dalla negazione del consenso o non fondate su tale base giuridica.**

Quando i dati non sono più necessari questi vengono regolarmente cancellati, qualora la loro cancellazione risulti impossibile o possibile solo a fronte di uno sforzo sproporzionato a causa di una modalità di conservazione particolare il dato non potrà essere trattato e dovrà essere archiviato in aree non accessibili.

9. Esistenza di un processo decisionale automatizzato (profilazione inclusa)

È attualmente escluso l'uso di processi decisionali meramente automatizzati come dettagliato dall'articolo 22 del GDPR. Se in

futuro si decidesse di istituire tali processi per casi singoli, l'interessato ne riceverà notifica in separata sede qualora ciò sia previsto dalla legge o aggiornamento della presente informativa.

10. Modalità del trattamento

I dati personali verranno trattati in forma cartacea, informatizzata e telematica ed inseriti nelle pertinenti banche dati cui potranno accedere, e quindi venirne a conoscenza, gli addetti espressamente designati dai Contitolari quali Responsabili ed Autorizzati del trattamento dei dati personali, che potranno effettuare operazioni di consultazione, utilizzo, elaborazione, raffronto ed ogni altra opportuna operazione anche automatizzata nel rispetto delle disposizioni di legge necessarie a garantire, tra l'altro, la riservatezza e la sicurezza dei dati nonché l'esattezza, l'aggiornamento e la pertinenza dei dati rispetto alle finalità dichiarate.

CONSENSO AI SENSI DELL'ART. 7 DEL REGOLAMENTO UE 2016/679

Il/la sottoscritto/a _____ dichiara di aver compreso integralmente l'informativa fornita da The Wilde Collection Ltd., The Wilde S.r.l. e Milano Club S.p.A. quali Contitolari del trattamento e, in ossequio a quanto disposto dall'art. 7 del Regolamento UE:

in relazione alla sezione 3.4 lett. a: "Personalizzazione dell'esperienza all'interno del Club attraverso l'analisi e la profilazione degli interessi, delle preferenze e dei gusti dell'interessato, inclusa la ricezione di offerte, nell'ambito del Club, in linea con il profilo dello stesso".

Acconsente al trattamento per le finalità di cui sopra Non Acconsente al trattamento per le finalità di cui sopra

in relazione alla sezione 3.4 lett. b: "Comunicazione dei dati ad altre società del gruppo al quale appartengono i Contitolari, operanti nel settore dell'ospitalità e dell'intrattenimento, per ricevere comunicazioni, tramite e-mail, delle attività e degli eventi proposti dai rispettivi Club ai quali l'interessato potrà partecipare in qualità di socio".

Acconsente al trattamento per le finalità di cui sopra Non Acconsente al trattamento per le finalità di cui sopra

(Luogo e data)

(firma dell'interessato)

Annex B – Privacy policy notice pursuant to art. 13 in English

PRIVACY POLICY NOTICE PURSUANT TO ARTICLE 13 OF EU REGULATION 2016/679

For Club members

Data protection is a very serious matter for us, so we would like to inform you about the way in which your data is processed and the rights you can exercise under current data protection legislation, in particular EU Regulation 2016/679 (hereinafter also: "GDPR").

1. Joint data controllers *

First Joint Controller

The Wilde Collection UK
4th Floor Elsley Court, 20-22 Great Titchfield Street,
London (UK)
E-mail: ach@thewilde.com

Second Joint Controller

The Wilde S.r.l.
Via Alessandro Manzoni n. 38, 20121, Milano (MI)
E-mail: privacy.milan@thewilde.com

Third Joint Controller

Milano Club S.p.A.
Via dell'Annunciata n. 21, 20121, Milano (MI)
E-mail: privacy.milan@milanoclub.it

** The essential content of the Joint Controllership Agreement, pursuant to Article 26 of the GDPR, is made available to the data subject.*

2. Categories of processed personal data

The categories of 'personal data' (ex. Art. 4.1 of the GDPR) processed by the Joint Data Controllers may be, by way of example but certainly not limited to:

- Biographic and identification data (e.g., name and surname, date of birth, place of birth, nationality, tax code, VAT number, etc.);
- Contact data (e.g., address, e-mail address, telephone number, etc.);
- Image data of the data subject;
- Data concerning the professional role or the profession performed by the data subject;
- Personal data required for invoicing (e.g., credit card number, etc.);
- Data relating to the data subject's preferences with respect to the services provided by the contractors (e.g., concerts, shows, cultural events, culinary preferences, etc.).

3. Lawfulness and purpose of processing

Personal data is processed in accordance with the provisions of the General Data Protection Regulation (GDPR) and any other applicable data protection legislation. Details are provided below:

3.1 Purposes aimed at fulfilling a legal obligation (ex-Art. 6(1)(c) GDPR)

- b. Fulfilment of obligations provided for by Laws, Regulations and Community Legislation, or by provisions issued by Authorities or by Supervisory and Control Bodies in relation to or in any case connected to the acquisition, maintenance and possible termination of membership and to the use of the services and experiences proposed.

The retention period of personal data for the purposes of this section is:

For the purpose: a, 10 years after termination of membership.

These times may be extended in the event of litigation or legal provisions.

3.2 Purposes of the performance of a contract or pre-contractual measures (ex-Art. 6(1)(b) GDPR)

- d. Management of administrative, accounting and tax processes related to the acquisition, maintenance and termination of membership;
- e. Fulfilment of contractual obligations and legal transactions, and in particular, services requested (such as, for example, seat or table reservations for Club events);
- f. Protection of contractual rights or in any case arising from the relationship between the parties. It should be noted that, if the protection of rights is not directly connected with the fulfilment of the contract entered into, the related processing has as its **legal basis the legitimate interest, (ex-art. 6 paragraph 1 (f) of the GDPR), of a compulsory nature and arising from the contractual relationship established between the parties .**

The retention period of personal data for the purposes of this section is :

For purposes: a, c, 10 years after termination of membership;

For the purpose: b, until the termination of membership.

These times may be longer in the event of litigation.

3.3 Purposes in pursuit of a legitimate interest (ex-Art. 6(1)(f) GDPR)

- e. Notification, by e-mail and by App notifications, of activities and events proposed by the Club in which the person concerned may participate as a member;
- f. Transmission of data within the business group to which the Joint Controllers belong for internal administrative purposes;

- g. Protection of the interests and/or rights of the Joint Controllers and/or other group companies in the context of non-contractual liability;
- h. Use of a close-up photo for member recognition when entering the Clubs.

The retention period of personal data for the purposes of this section is:

For the purpose a, 12 months from the last acquisition or renewal of membership, unless the data subject objects. In this regard, it is specified that any denial or revocation of consent for marketing purposes other than the aforementioned purpose, does not amount to opposition to the same and will not result in the cessation of this purpose and related activities;

For the purpose: b, 10 years after termination of membership;

For the purpose: c, 5 years from the event giving rise to the need for protection;

For the purpose: d, until the termination of the membership.

These times may be longer in the event of litigation.

3.4 Purposes covered by the data subject's consent (ex-Art. 6(1)(a) GDPR)

- c. Personalization of the experience within the Club by analyzing and profiling the interests, preferences and tastes of the data subject, including the receipt of offers, within the Club, in line with the data subject's profile;
- d. Communication of the data to other companies of the group to which the Joint Controllers belong, operating in the hospitality and entertainment sector, in order to receive communications, via e-mail, of the activities and events proposed by the respective Clubs in which the data subject may participate as a member.

The retention period of personal data for the purposes of this section is:

For the purposes: a, b, 12 months after consent is given, unless revoked.

4. Recipients or categories of recipients of personal data (pursuant to Article 13(1)(e) of the GDPR) *

Within the scope of the above-mentioned purposes, the Joint Controllers may communicate your data to

- Offices and internal functions of the Joint Controllers;
- Accounting and book-keeping consultants;
- Companies and professionals providing IT services, including electronic data processing, software and cloud management, website management and IT consulting, hosting and mailing providers;
- Control and supervisory bodies;
- Law firms, professionals and compliance consultants;
- Companies, agencies and professionals in the field of communication and advertising;
- Other companies that are part of the business group to which the Joint Controllers belong, performing in the restaurant and entertainment industries;
- Public Administrations, Competent Authorities, Public Bodies and Agencies in the performance of their institutional tasks.

** More information on the Recipients (ex-art. 4.9 of the GDPR) is available from the Data Controllers at the above-mentioned addresses.*

5. Recipients or categories of recipients of personal data (ex-art. 13 paragraph 1 (f) GDPR) * and transfer of data to non-EU countries

The Data Controllers inform you that they intend to transfer your data to countries outside the EU and the EEA. Such countries may not be considered by the European Commission** as providing an adequate level of protection for personal data. Therefore, when we transfer your Personal Data outside the EU, we will take appropriate safeguards in accordance with our obligations under applicable EU and Italian law to ensure that your Personal Data is adequately protected.

In particular, your data may be disclosed in the United Kingdom, in accordance with **Article 45 of the GDPR**, as a third country deemed appropriate by the European Commission with EU Implementing Decision 2021/1773, to companies belonging to the business group to which the Joint Controllers belong and to Companies and professional operators that provide IT services, for the purposes set out above in point 3.2 lett. a, b, c, point 3.3 lett. a, b, c, d and finally point 3.4 lett. a, b.

In relation to personal data subject to the above-mentioned transfers to non-EU territories, the data subject may obtain information by making a request to the Data Controllers by sending a communication to the following e-mail address privacy.milan@thewilde.com.

** More information on the Recipients (ex-art. 4.9 of the GDPR) is available from the Data Controllers at the above-mentioned addresses.*

*** The updated list of non-EEA countries deemed adequate by the European Commission can be obtained at: https://commission.europa.eu/law/law-topic/data-protection/international-dimension-data-protection/adequacy-decisions_en*

6. Rights of the Data Subject (pursuant to Art. 13(2)(b) of the GDPR)

The data subject may assert the following rights:

- the data subject's right of access [Art. 15 of the EU Regulation] (the possibility to be informed about the processing carried

- out on one's Personal Data and, if necessary, to receive a copy of it);
- Right to rectification of one's Personal Data [Art. 16 of the EU Regulation] (the data subject has the right to rectification of inaccurate personal data concerning him/her);
- right to the deletion of one's own Personal Data without undue delay ('right to be forgotten') [Art. 17 of the EU Regulation] (the data subject has, as well as will have, the right to the deletion of his or her own data);
- the right to limitation of the processing of one's Personal Data in the cases provided for by Article 18 of the EU Regulation, including in the case of unlawful processing or contestation of the accuracy of Personal Data by the data subject [Article 18 of the EU Regulation];
- right to data portability [Art. 20 of the EU Regulation], the data subject may request his or her Personal Data in a structured format in order to transmit it to another data controller, in the cases provided for in that Article;
- the right to object to the processing of one's own Personal Data [Art. 21 of the EU Regulation] (the data subject has, as he or she will have, the right to object to the processing of his or her own Personal Data);
- right not to be subject to automated decision-making processes, [Art. 22 of the EU Regulation] (the data subject has, as will have, the right not to be subject to a decision based solely on automated processing).

Further information on the rights of the data subject may be obtained by requesting the full extracts of the above-mentioned articles from the Joint Data Controllers.

With regard to the purposes for which consent is required, the data subject may revoke his or her consent at any time and the effects shall run from the time of revocation, subject to the time limits provided for by law. In general terms, revocation of consent has effect only for the future.

The above-mentioned rights may be exercised in accordance with the Regulation by sending an e-mail to privacy.milan@thewilde.com.

In accordance with Article 19 of the EU Regulation, the Joint Data Controllers shall inform the recipients to whom the personal data have been disclosed of any rectification, erasure or restriction of processing required, where possible.

In order to allow for a quicker response to your requests made in the exercise of the aforementioned rights, the same may be addressed to the Joint Data Controllers by addressing them to the addresses indicated in point 1.

7. Right to lodge a complaint (ex-Art. 13(2)(d) GDPR)

If the data subject considers that his or her rights have been compromised, he or she has the right to lodge a complaint with the Italian Data Protection Authority, in accordance with the procedures indicated by the Authority itself at the following address: <http://www.garanteprivacy.it/web/guest/home/docweb/-/docweb-display/docweb/4535524> or by sending written notice to the Italian Data Protection Authority.

8. Possible consequence of non-disclosure of data and nature of the provision of data (pursuant to Article 13(2)(e) of the GDPR)

8.3 In case of fulfilment of legal or contractual obligations

Please note that if the processing purposes have a legal or contractual (or even pre-contractual) obligation as a legal basis, the data subject must necessarily provide the requested data.

Failure to do so will make it impossible for the Joint Data Controllers to pursue the specific processing purposes.

8.4 In case of pursuit of legitimate interest

Similarly, with regard to purposes based on a legitimate interest and which do not require consent, the objection of the data subject entails or will entail the impossibility of proceeding with the fulfilment of the respective purposes and any related services, for which the data subject respectively objected, without prejudice to compelling legitimate reasons of the Joint Data Controllers or for the protection of rights in court.

8.3 In case of consent of the data subject

For other purposes, for which consent is required, the Data Subject may revoke his or her consent at any time and the effects shall run from the time of revocation, subject to the time limits provided for by law. In general terms, revocation of consent has effect only for the future. Therefore, processing that was carried out before the revocation of consent will not be affected and will retain its legitimacy.

Failure to give consent (**or withdrawal of consent**) may not guarantee the full provision of services or activities, with reference to the individual purposes for which consent is withheld and **shall not prejudice or impede other purposes (and activities related thereto) not expressly involved or affected by the withholding of consent or not based on that legal basis.**

When the data are no longer needed, they are routinely deleted; if deletion is impossible or only possible with disproportionate effort due to a particular storage method, the data may not be processed and must be stored in inaccessible areas.

9. Existence of automated decision-making (including profiling)

The use of purely automated decision-making processes as detailed in Article 22 of the GDPR is currently excluded. Should it be decided in the future to establish such processes for individual cases, the data subject will be notified separately if this is required by law or updated in this policy.

10. Processing Methods

Personal data shall be processed in hard copy, computerized and telematic form and entered in the relevant databases that may be accessed, and therefore come to the knowledge of, the employees expressly designated by the Joint Controllers as Data Processors and authorized to process personal data, who may carry out consultation, use, processing, comparison and any other appropriate operation, including automated operations, in compliance with the provisions of the law necessary to guarantee, among other things, the confidentiality and security of the data as well as their accuracy, updating and relevance to the stated purposes.

CONSENT PURSUANT TO ARTICLE 7 OF EU REGULATION 2016/679

The undersigned _____ declares that he/she has fully understood the information provided by The Wilde Collection Ltd., The Wilde S.r.l. and Milano Club S.p.A. as Joint Data Controllers and, in accordance with the provisions of art. 7 of the EU Regulation:

in relation to section 3.4 lett. a: "Personalization of the experience within the Club by analyzing and profiling the interests, preferences and tastes of the data subject, including the receipt of offers, within the Club, in line with the data subject's profile".

Consents to processing Does not consent to processing

in relation to section 3.4 lett. b: "Communication of data to other companies of the group to which the Joint Data Controllers belong, operating in the hospitality and entertainment sector, in order to receive communications, by e-mail, of the activities and events proposed by the respective Clubs in which the data subject may participate as a member".

Consents to processing Does not consent to processing

(Place and date)

(signature of the data subject)