#### **NUTRITION FORUM TERMS AND CONDITIONS**

#### Welcome to www.nutritionforummx.com

Please read carefully our Terms and Conditions contained in this document as your use of this web site constitutes your acceptance of these Terms and Conditions set forth herein. By entering the Site, the User accepts all the terms and conditions established by NUTRITION FORUM and, consequently, will be bound by these terms and conditions of use.

The User accepts all the terms and conditions of use imposed by the Site, including its Cookies policy; if you do not find satisfactory the terms and conditions set forth below, please click on "I DO NOT ACCEPT" or refrain from entering the Site.

- I.- You are accessing a web site of NUTRITION FORUM MX, AFFILIATES AND/OR SUBSIDIARIES (hereinafter NUTRITION FORUM). This web site can be visited by our clients freely and free of charge as long as its use is exclusively to see the presentations of the academic program (papers) to obtain information of nutrition and health. User" shall be understood as any individual or legal entity that accesses or has accessed this web site, therefore subject to these terms and conditions.
- II.- In any case, the User must use this web site and its contents and/or services diligently and in accordance with these General Conditions and the contents of the Legal Notices, as well as with the Law, morality, public order and good customs.
- III.- NUTRITION FORUM, ITS SUBSIDIARIES AND/OR SUBSIDIARIES (hereinafter) reserves the right to deny or withdraw the access to this web site and/or to the services contained in it, at any time and without previous notice, to any User that does not comply with the established in the present General Conditions, and especially with the established in the previous paragraph.
- IV.- The content of this Web Site is intended to provide the Users of this web site the facility to review the papers of the academic program, but this does not imply or guarantee that the information contained herein may satisfy the requirements of precision, detail or accuracy required in the judgment of the Users.
- V. The information on this Web Site is focused on the dissemination of the academic program (lectures) for the market of the United Mexican States, and should be considered only as a visiting site for our Users within the Mexican Republic. The announcements, publications about our products, promotions and offers contained in this web site are directed to residents in Mexico and are valid only in the territory of the United Mexican States.
- VI. The information contained in this web site is not intended to have a cost. The use of this online service is subject to these terms and conditions, and therefore NUTRITION FORUM will not be responsible in any way for the recommendations and points of view of the Users that it could receive.
- VII.- The User undertakes to refrain from using this web site and its services for illicit purposes or effects, contrary to the provisions of these general conditions, harmful to the rights and interests of third parties, or in any way damage, disable, overburden or impair the Portal and services or prevent the normal use or enjoyment of this web site and its services by Users.

VIII.- The User shall refrain from obtaining or even attempting to obtain information, messages, graphics, drawings, sound and/or image files, photographs, recordings, software and, in general, any kind of material accessible through this web site or its services by using means or procedures other than those which, as the case may be, have been made available for this purpose or have been indicated through this web site. In case the USER does not comply with this assumption, he/she will empower NUTRITION FORUM, and/or its affiliated companies to initiate any procedure against him/her.

IX. When navigating through this web site the User accepts and recognizes that NUTRITION FORUM will not be responsible for the non-communication, interruption, failure or disabling of the site for causes not attributable to it and also, will not be responsible for technical failures of any type, including damages in the device used by the Users related to or resulting from their entrance to the present web site, or for experiencing or appreciating the materials related to the same, for unauthorized human intervention, for delays, distortions or interferences in the telephone transmissions or devices or other errors of any kind, whether human, electronic or mechanical. NUTRITION FORUM shall have no liability whatsoever for any loss caused by viruses that may infect your computer or other property on account of your use of, access to, or downloading of any materials from this web site. If you choose to download materials from this website it will always be at your own risk.

X.- The User further agrees and acknowledges that, to the extent permitted by applicable law, this website is presented to the User on an "as is" and "as available" basis and accordingly, NUTRITION FORUM makes no warranties of any kind, either express, implied, statutory, or otherwise, nor any warranties or representations that the material on this website is complete, accurate, timely, non-infringing, or otherwise; that the service of accessing this web site will be uninterrupted or error-free; that this web site will be secure; that any advice or opinion provided through this web site is accurate or reliable and any representations or warranties are expressly disclaimed.

XI.- Neither NUTRITION FORUM nor any other party involved in creating, producing or managing this site will have any responsibility for any use of this web site, for disabling its use or for changing its content. Likewise, neither NUTRITION FORUM nor any other party involved in creating, producing or delivering this web site shall have any responsibility to update the material and services available on this web site or to correct, update or release in connection therewith. Any material contained in this website is subject to change without notice.

XII.- NUTRITION FORUM reserves the right to restrict or terminate your access to this web site or any part of this web site at any time. ANY ATTEMPT, MADE BY ANY PERSON, TO DELIBERATELY DAMAGE OR ALTER ANY INTERNET SITE OR ALTER THE LEGITIMATE OPERATION OF THE SAME, CONSTITUTES A VIOLATION OF THE LAWS OF CIVIL AND PENAL CHARACTER, REASON FOR WHICH, IN CASE OF SUCH AN ATTEMPT, NUTRITION FORUM RESERVES THE RIGHT TO CLAIM COMPENSATION FOR DAMAGES AGAINST ANY PERSON, BEFORE THE AUTHORITIES AND BY THE CORRESPONDING MEANS.

XIII.- In case for any reason you provide your data in this website, including full name, email, if you have attended other editions of the Nutrition Forum, or specify if you are a health professional (if not, the profession will be specified), the information provided will be considered as strictly confidential and the personal data collected or treated on the occasion of this communication will be treated in accordance with the Federal Law on Protection of Personal Data Held by Private Parties published in 2025 and exclusively for the purposes described in these terms and conditions, so NUTRITION FORUM will never transfer or disclose it to third parties, in the understanding that by the simple fact of registering your information entered to this web site, you grant your authorization to NUTRITION FORUM to send you commercial information from time to time.

or advertising to the registered e-mail address or information related to the use of our services offered in this Web Site; such authorization will continue until you do not manifest to NUTRITION 7132 FORUM the telephone number 800 263 the or to addressCompliance.MX@danone.com your desire not to continue receiving such commercial or advertising information. The present Terms and Conditions will follow the same conditions that the Privacy Notice inserted in this same web site, reason why everything referring to Personal Data will be subject to this Privacy Notice.

# **Intellectual and Industrial Property**

All the information, including but not limited to images, videos, texts, trademarks, service marks, commercial notices, domain names and designs (hereinafter the "Information") contained in this site is property of NUTRITION FORUM or has been included with the corresponding authorization, and is protected by the international agreements and the Mexican legislation in the matter of industrial and intellectual property.

No content of this web site should be interpreted as a grant of license of use or right of use of the information shown in this web site. It is prohibited any use, reproduction, total or partial, or misuse of the Information shown in this Web site, or in any content of the same one, except those mentioned in the Terms and Conditions. It is made the warning that NUTRITION FORUM will strictly enforce its industrial and intellectual property rights to the fullest extent of the law, including actions for infringement and violations to any of its rights.

Likewise, and without prejudice to the foregoing, the content of this Site is also considered a computer program and, therefore, all Mexican and international regulations in force on the matter are also applicable to it.

Consequently, you must refrain from the following:

- Reproduce, either totally or partially, for sale, distribution, copy, make publications, communications or similar with the Information without the previous and express consent of NUTRITION FORUM.
- To make use of the Information for commercial purposes, publicity or direct or indirect profit.
- To make use of the Information in any way that could have repercussions on the image and reputation of NUTRITION FORUM and/or any of its products, as well as of the persons that appear in the Information or of third parties that could be affected by such use. In such a way that you accept that you will not make use of the Information in any way that insults, denigrates, defames or affects in any way the image and reputation of the persons that appear in the same or those who are owners of the author rights.
- Modify in any way in which the Information may be affected in whole or in part.

In addition to the above, it is strictly prohibited to commit any act that in consideration of NUTRITION FORUM is considered as inappropriate and/or that could be considered as an illegal act or that is prohibited by any law applicable to this web site, including in an unlimited manner:

A) Any act that may constitute an infringement of privacy (including uploading private information without the consent of the owner of the same) or any other that forms part of the legal rights of individuals; Using this website to defame or slander

NUTRITION FORUM, its shareholders, subsidiaries, affiliates, employees, collaborators or any other individual, as well as act in such a way that the good name of NUTRITION FORUM is damaged; Upload files that contain viruses that may cause damage to the property of NUTRITION FORUM or the property of other individuals.

B) The User accepts and recognizes that, by the simple navigation in this web site, any controversy or claim arising from the use of this web site will be submitted to the jurisdiction and competence of the laws and courts of Mexico City, so you expressly waive any other jurisdiction that may correspond to you by reason of your domicile or nationality, present or future, or for any other cause.

NUTRITION FORUM and/or its affiliated companies, reserves the right to update the contents when it deems it convenient, as well as to eliminate, limit or prevent the access to them, temporarily or definitively, as well as to deny the access to the Site to the Users that make a bad use of the contents and/or do not comply with any of the terms and general conditions of use that appear in the present document.

# NUTRITION FORUM informs that it does not guarantee:

- a. That the access to the Site and/or to the pages of link is uninterrupted or free of error.
- b. That the content or software to which the partners and Users access through the Internet or the Site of the link pages do not contain any error, computer virus or other elements in the contents that may cause alterations in your system or in the electronic documents and files stored in your computer system or cause any other type of damage.
- c. The use that Users may make of the information or content of this Site or linked pages for their personal purposes.

#### **OUR RESPONSIBILITY**

### NUTRITION FORUM does not assume any responsibility derived:

- a. Of the use that the Users could make of the materials of this Site or linking pages, whether prohibited or permitted, in infringement of the intellectual and/or industrial property rights of contents of the Site or of third parties.
- b. For possible damages to Users caused by normal or abnormal functioning of the search tools, the organization or location of the contents and/or access to the Site and, in general, for errors or problems generated in the development or instrumentation of the technical elements that the Site or a program provides to the User.
- c. For the contents of those pages to which the partners or Users may access from links included in the Site, whether authorized or not.
- d. Of the acts or omissions of third parties, independently of the fact that these third parties could be linked to NUTRITION FORUM by contractual means.
- e. Access by minors to the contents included in the Site, being the responsibility of their parents or guardians to exercise adequate control over the activity of children or minors in their care or install any of the tools to control the use of the Internet in order to avoid
- (i) access to materials or content unsuitable for minors, as well as (ii) the sending of personal data without the prior authorization of their parents or guardians.
- f. The Site shall not be responsible for the communications or dialogues in the course of the debates, forums, chats and virtual communities organized through or around the Site and/or linked pages, nor shall it be liable, therefore, for any damages or losses caused by the use of the Site and/or linked pages.

therefore, of the eventual damages suffered by the partners or particular and/or collective Users as a consequence of such communications and/or dialogues.

NUTRITION FORUM will not be responsible in any case when they occur:

a. Errors or damage caused to the Site due to inefficient and bad faith use of the service by the User.

### MODIFICATION OF THE GENERAL TERMS AND CONDITIONS OF USE

NUTRITION FORUM reserves the right to modify, at any time, the presentation and configuration of the Site, as well as the general terms and conditions of use. Therefore, NUTRITION FORUM recommends the user to read them carefully each time he/she accesses the present site. The Users will always have these terms and general conditions of use in a visible place, freely accessible for as many consultations as they want to make. In any case, the acceptance of the general terms and conditions of use will be a prior and indispensable step to enter the Site.

Notwithstanding the foregoing, each time the User accesses the Site, it will be considered as an absolute tacit acceptance of the modifications made.

#### APPLICABLE LAWS AND JURISDICTION

For the interpretation, compliance and execution of the general terms and conditions of use, the parties agree that the Federal laws of the United Mexican States shall be applicable and that the courts of Mexico City shall have jurisdiction, expressly waiving any other jurisdiction that may correspond to them by reason of their present or future domiciles.

# Official means of communication and means of dispute resolution

Telephone 55 5292 1096 from Monday to Friday from 9am to 6pm or by mail. contacto@danone.com

# Payment methods:

1. Currently, all NUTRITION FORUM services are free of charge.

### **Returns and Refunds:**

1. Not applicable.



# Terms and Conditions "Mercadito Nutrition Forum 2025".

Please read this document carefully, since, by the mere fact of participating in this promotion, users accept the Terms and Conditions detailed, and are subject to them, as well as the privacy notice presented in Annex A of this document.

To participate in the promotions contained in the website "Mercadito Nutritition Forum 2025" (hereinafter "The Promotions"), will be governed by the following Terms and Conditions (hereinafter the "Bases") and fully comply with the requirements and conditions set forth herein, which will imply the understanding and acceptance of the same. The Promotions will be executed in different media and the participation, entry and registration will imply the acceptance of the Terms of Use of this media by the participant and as a Participant when registering in the promotion in which he/she wishes to participate. It is the obligation of the interested Participant to periodically review the Bases in order to know the modifications to them.

| Name of the promotion                 | Mercadito Nutrition Forum 2024                        |
|---------------------------------------|-------------------------------------------------------|
|                                       | Danone de México, S.A. de C.V. (hereinafter           |
|                                       | referred to as DANONE), with fiscal                   |
|                                       | address at Avenida Irapuato 2030, Ciudad              |
|                                       | Industrial, Irapuato, Guanajuato. C.P. 36541.         |
| Responsible for the dynamics          | Its corporate offices are located at Calle Mario      |
|                                       | Pani 400, Colonia Santa Fe Cuajimalpa,                |
|                                       | Delegación Cuajimalpa de Morelos,                     |
|                                       | C.P. 05348, Mexico City. Contact: telephone           |
|                                       | 55 5292 2096 or 800 5046900 in a                      |
|                                       | from 9:00 am to 6:00 pm.                              |
|                                       |                                                       |
| Good or service object of the dynamic | Exclusive dynamics of the Nutrition Forum's Mercadito |
|                                       | Forum.                                                |
| <u>Coverage</u>                       | All the public can participate, without any           |
|                                       | distinction or discrimination, who reside in          |
|                                       | Mexico.                                               |
|                                       | There will be 5 prizes per dynamic.                   |



# **Dynamic 1 Trivia:**

The user must answer as many correct questions as possible in the shortest time possible. The user answers 3 questions with multiple answers. You can participate a maximum of 3 times per booth and each time you play your score will be updated if you get a higher score than the previous one. That is, if you play a second time and get a lower score than the first game your score will remain the same and will not go down. Then, if you play in booth 2 and 3, the correct answers are accumulated and added up.

Finally, they are ordered by number of questions correct and then for the shortest time.

# **Dynamic 2 Searching for the food:**

In this case the user will participate by searching for the food hidden in the image. The objective is to find all of them in the shortest time possible. Each object found has a point. The more

more points you have in the shortest time you will be higher in the ranking.



|                      | higher in the ranking.  In this case the user can participate only once per booth.  Then if you play in stand 2 and 3 the objects are accumulated and added up. Finally they are ordered by number of objects found and then by the shortest time. |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Dynamics 3 Memorama: | The object of the game is to find pairs of identical cards using visual memory.  Components                                                                                                                                                        |
| <u>Validity</u>      | July 9 and 10, 2025. As of July 11, 2025 only stands with infographics will remain, but they will no longer be able to participate in games to to win prizes.                                                                                      |

REQUIREMENTS TO PARTICIPATE:

Be a natural person of legal age with valid identification.

To be legal residents within the United Mexican States in the areas of coverage indicated at the beginning of this document.

To fully comply with the mechanics, terms and conditions established in this document, as well as to read and accept the privacy notice attached to this document.



2. TELEPHONE FOR INFORMATION AND CLARIFICATIONS: For Mexico City, Metropolitan Area and in the interior of the Republic the telephone number 800 5046 900 from Monday to Friday from 8:00 to 18:00 hours, except for Saturdays, Sundays and official holidays, which will be considered non-business days for attention. Likewise, the e-mail contacto@danone.com .will be available

<u>PARTICIPATING ESTABLISHMENTS:</u> Participation will be exclusive on the website https://www.nutritionforummx.com/.

PARTICIPATING PRODUCTS: No participating products apply.

**TOTAL INCENTIVES:** 9 (nine) prizes, which will be awarded as follows:

:

- 3 prizes of MX\$500 in Amazon Cards for the dynamic 1 trivia.
- 3 prizes of MX\$500 in Amazon Cards for dynamic 2 of Buscando el alimento.
- -3 prizes of MX\$500 in Amazon Cards for Memorama Dynamic 2.
  - **1.1 GUARANTEE OF THE INCENTIVES:** No guarantees are given on the incentives. Incentives cannot be exchanged for cash or any other good.

### 2. MECHANICS OF PARTICIPATION

**Dynamic 1 Trivia:** The user must answer as many correct questions as possible in the shortest time possible. The user answers 3 questions with multiple answers. The user can participate a maximum of 3 times per booth and each time he/she plays, his/her score will be updated if he/she gets a higher score than the previous one. That is, if you play a second time and get a lower score than the first game, your score will remain the same and will not drop.

Then if you play in booth 2 and 3 the correct answers are accumulated and added up. Finally they are sorted by number of correct questions and then by the shortest time.

# **Dynamics 2 Looking for Food:**

In this case the user will participate by searching for the food hidden in the image. The goal is to find all of them in the shortest time possible. Each object found has a point. The more points you have in the shortest time, the higher you will be in the ranking.

#### **Dynamics 3 Memorama:**

The objective of the game is to find pairs of identical cards using visual memory. Components



- An even number of cards each with an image.
- Each image is repeated exactly twice. Preparation
- All cards are placed face down, arranged in rows and columns. Play
- If the cards match, the player keeps the pair and plays again.
- If they do not match, they are placed face down in the same place and the game starts again.

#### End of the game

- The game ends when all pairs have been found.
- The player who completes the memorama in the shortest possible time is the winner.

### Number of participations per game

In this case the user will be able to participate only once per booth.

- 3. <u>INCENTIVES DELIVERY:</u> The delivery of the incentive will be made when the participant has been confirmed as the winner. At the end of the event the winners will be contacted through the email registered in the platform. In case of no response, an alternate winner will be chosen.
- **4.** <u>INCENTIVES RESTRICTIONS:</u> Incentives are non-transferable, non-exchangeable, non-negotiable and cannot be exchanged for any other goods or cash.

# 5. RESTRICTIONS AND CONDITIONS

- a) The benefits of this promotion are not redeemable for cash and are not substitutable or exchangeable for any other product or benefit.
- b) This promotion will only be valid through the channels and terms mentioned herein.
- c) Danone will not be responsible in case the participant does not comply with the steps of the mechanics of participation in this promotion, and therefore may not be eligible for the incentive granted in this promotion.
- d) It is the responsibility of the winners to provide a valid email address to send their folio by the same means.
- e) Danone will not be responsible for any expenses that the winner must incur for the delivery or use of the prize.
- f) Danone will not be responsible in case the participant does not redeem the promotional code within the terms and dates mentioned herein.
- g) The mechanics of participation may be modified or suspended at any time. Users and participants of this Promotion are asked to be aware of these Terms and Conditions during the term of the Promotion, as they may be changed or modified.
- h) Danone de Mexico, S.A. de C.V., reserves the right to disqualify anyone who presents irregularities at the time of participation. As well as those who are caught performing unethical attitudes in the participation or that jeopardize their participation or that of other contestants.



- i) By the mere fact of participating in this promotion, users accept these Terms and Conditions, and are subject to them, as well as the privacy notice presented in Annex A of this document.
- j) The information registered by each consumer will be treated as confidential and will be protected and used in accordance with the Privacy Notice that you can see in APPENDIX A of this document to which all the participants of the above mentioned dynamics are subject to.

The participation of the consumer public in the present promotion implies the acceptance of the mechanics, terms and conditions established.

The organizers will not be responsible for the beneficiaries not being able to enjoy their incentive for any cause attributable to the winner, fortuitous event or force majeure.

The person in charge of the promotion may change these rules for the benefit of the participant and they will be published in the media designated by him/her.

In the event that the incentives are not claimed in accordance with the terms stipulated in these Rules, the organizer may freely dispose of the incentive or reallocate them to other participants.

The Promotion Organizer may at any time suspend the Promotion or the delivery of incentives without any liability whatsoever, if such suspension is in compliance with any administrative or judicial order and/or if there are circumstances of fortuitous event or force majeure or events that affect the interests of the organizer.

Any spelling mistake in these rules is not susceptible of nullity or defect of the same. The information disclosed herein is property of DANONE, S.A. DE C.V., the distribution or reproduction of this document and/or the information it contains is prohibited by Danone de México.

No employee of DANONE, nor of the collaborators of those companies or brands that supported the realization of this challenge may participate in this dynamic, as well as their relatives, common-law spouse, spouses or persons with whom they maintain a close relationship.

#### 6. IMAGE USE AUTHORIZATION

At the moment of participating in this promotional activity, the consumer implicitly grants his/her consent so that the organizer may take photographic evidence of his/her participation, and therefore authorizes, free of charge, the rights of use of his/her image so that it may be used for the purposes he/she decides, in addition to its free use, publication and subsequent diffusion in the media they consider necessary, due to the promotion of this dynamic.

# 10. CAUSES FOR CANCELLATION OF PARTICIPATION

The organizer reserves the right to verify the authenticity, unalterability and appropriateness of the



participation. The participating material must be of its original authorship and must not use material from third parties, downloaded from the internet, social networks or any other means. Failure to comply with this point will result in the immediate disqualification of the participant.

In case of having been awarded an incentive in violation of the Rules of Participation, the same must be returned to the organizer and responsible for the promotion, and be liable for damages, any attack or attempt to alter or manipulate the stand in which the same is located, will result in the immediate cancellation of the Participant's participation.

Participants who engage in perpetuating the dynamics for illicit and disadvantageous purposes that limit the participation of other interested parties.

Those who engage in any of these behaviors will be unconditionally liable for damages or losses before those who claim any kind of action for such situation.

When they engage in conduct or provide information or images that are illegal or unethical.

### 11. APPLICABLE JURISDICTION

In case of any controversy, the consumer submits to the jurisdiction of the Federal Consumer Protection Agency, and/or the jurisdiction of the Federal Courts with residence in Mexico City, waiving any other jurisdiction by reason of their present or future domicile.

# ANNEX TO PRIVACY NOTICE DANONE GROUP

#### PRIVACY NOTICE FOR THE GENERAL PUBLIC

# A. **RESPONSIBLE PARTIES.**

Danone de México, S.A. de C.V., Bonafont, S.A. de C.V., Liquimex, S.A. de C.V., Organización FR México, S.A. de C.V., BONAFONT, A.C., Envasadora La Suprema, S.A. de C.V., Envasadoras de Aguas en México, S. de R.L. de C.V., Innovation Packaging & Process, S.A. de C.V., Aguas Purificadas, Naturales y Minerales, S. de R.L. de C.V., Derivados Lácteos FLN-DDM, S.A.P.I. de C.V. and/or any of its affiliates.

C.V. and/or any affiliate and/or subsidiary of the group of companies mentioned above, hereinafter referred to as GRUPO DANONE -owner and/or authorized licensee of, among others, the trademarks DANONE® and BONAFONT® - with address at Mario Pani No. 400, Colonia Santa Fe Cuajimalpa, Alcaldía Cuajimalpa de Morelos, México City, C.P. 05348, Internet portals <a href="https://grupodanone.com.mx/aviso-privacidad.aspx">https://grupodanone.com.mx/aviso-privacidad.aspx</a> and <a href="https://bonafont.com.mx/aviso-y-politicas-de-privacy">https://grupodanone.com.mx/aviso-privacidad.aspx</a> and <a href="https://bonafont.com.mx/aviso-y-politicas-de-privacy">https://bonafont.com.mx/aviso-y-politicas-de-privacy</a>, e-mail<a href="mailto:Compliance.MX@danone.com">Compliance.MX@danone.com</a>, are responsible for the use and protection of your personal data; and in this regard they inform you of the following:

This Privacy Notice is applicable only to the Data Subjects who provide us with information, persons who are located in the United Mexican States. We do not accept jurisdiction or legislation different from that applicable in the Mexican territory. IF YOU DO NOT



AGREE WITH THIS PRIVACY NOTICE PLEASE DO NOT SHARE INFORMATION WITH DANONE GROUP OF ANY KIND.

### B. PRIMARY PURPOSES.

The personal data that we collect from you will be used to provide the goods and/or services related to the legal and/or contractual relationship that we enter into with you, as well as for all the purposes related to it. Considered the effects of such legal relationship as the Primary Purpose.

#### C. SECONDARY PURPOSES.

Additionally, the personal data we collect from you will be used for the following secondary purposes that are not necessary for the requested service, but that allow and facilitate us to provide you with better service:

- 1. To inform about our activities, services, products, programs and/or promotions, which we consider may be of interest to the Data Holders, derived from the type of relationship or link that exists with each one;
- 2. Conduct sweepstakes, contests and surveys;
- 3. Include, if applicable, information of the Holders collected from other valid and legal sources that we consider reliable in order to identify them more accurately and thus be able to update the information we store;
- 4. To forward to him or her the name, address, telephone number and information of activities of the Holders so that they are used strictly in terms of the present Privacy Notice and the applicable legislation;
- 5. Create and use aggregate information of the Data Subject that is not individually identifiable to understand more about the common characteristics and interests of the Data Subjects; as well as create statistics, opinions and strategies based on the disaggregated data of the Data Subject to understand market behavior;
- 6. Transmit Holder Information to another party that acquires the business or shares to which the information relates:
- 7. Transferring Cardholder Information to our subsidiaries and/or affiliates that operate under the same privacy policies, in order to maintain, provide and improve the contracted goods and services.

In case you do not want your personal data to be processed for these secondary purposes, from this moment you can express your refusal to GRUPO DANONE through any of the contact details indicated in the first part of this Privacy Notice. The refusal of the use of your personal data for these purposes may not be a reason for us to deny you the services and products you request or contract with us.

# D. **PERSONAL DATA.**

To carry out the purposes described in this Privacy Notice we will use your personal identification, image and contact data. We will not collect sensitive personal data.

#### E. TRANSFERS.

We inform you that your personal data may be transferred within and outside the country with our subsidiaries and / or affiliates operating under the same privacy policies, to maintain, provide and improve the goods and services contracted.



In the event that a transfer of data to third party subcontractors or suppliers requires your express consent, we will seek your consent prior to the transfer.

In any transfer of personal data we will comply with the applicable legal provisions.

# F. ACCESS, RECTIFICATION, CANCELLATION AND OPPOSITION.

You have the right to know what personal information we have about you, what we use it for and the conditions of use we give them (Access); likewise, it is your right to request the correction of personal information in case it is outdated, inaccurate or incomplete (Rectification); that we remove it from our records or databases when you consider that it is not being used in accordance with the principles, duties and obligations under applicable law (Cancellation); and oppose the use of your personal data for specific purposes (Opposition). These rights are known as "ARCO" rights.

To exercise any of the "ARCO" rights, you must submit the request by contacting the Compliance Department via email: Compliance.MX@danone.com or at the address Mario Pani, number 400, Colonia Santa Fe Cuajimalpa, Alcaldía Cuajimalpa de Morelos, Mexico City, C.P. 05348, indicating: (i) the name of the Data Subject and address or other means to communicate the response to your request, (ii) the documents that prove the identity or, if applicable, the legal representation of the Data Subject, (iii) the clear and precise description of the personal data with respect to which you are seeking to exercise any of the aforementioned rights, and (iv) any other element or document that facilitates the location of the personal data.

We will respond to your request within a maximum period of 20 business days. The personal data that, if applicable, you request from us may be reproduced for delivery in electronic files.

You may revoke the consent, if any, you have given us for the processing of your personal data. For this purpose, you must submit your request through the means indicated above. However, it is important to note that not in all cases we will be able to respond to your request or terminate the use immediately, since it is possible that for some legal obligation we may need to continue processing your personal data. Likewise, you should consider that, for the main purposes, the revocation of your consent will imply that we will not be able to continue providing the good or service you requested or the conclusion of your relationship with us.

Cardholders may opt-out of all contact information, including e-mail, direct mail, facsimile and telephone; for which we maintain "do not call" and "do not mail" lists.

In addition, you may limit the use and disclosure of your personal information by registering with the Public Registry to prevent advertising, which is maintained by the Federal Consumer Protection Agency (Procuraduría Federal del Consumidor). For more information about this registry, please consult the PROFECO website or contact PROFECO.

### G. COOKIES, WEB BEACONS AND INVISIBLE PIXELS.

We inform you that on our website we may use "cookies", "web beacons", invisible pixels or other technologies, through which it is possible to monitor your behavior as an Internet user, provide better service and user experience when browsing our website, as well as offer new products and services based on your preferences.



The personal data we obtain from these tracking technologies are the following: browsing hours, time spent browsing our website, sections viewed, and websites accessed prior to ours. We do not use cookies to store passwords or login information. Cookies do not show us your identity unless you have chosen to provide it.

Your browser may be set to notify you when a cookie is set, so you can decline or delete cookies that have been set on your browser. Some features of our sites may not function or may function slowly if you reject a cookie.

Our site may use the services of third parties such as servers and hosting services for our promotions or make use of our own means.

In the case of third parties, they may place cookies on your computer if you click on the advertisement. Third-party cookies are used to track whether the advertisement is accessed on the site. Cookies that are generated from advertisements do not contain personal information. We do not control these cookies and they may not follow the rules we have established for our cookies.

We may use invisible pixels, better known as web beacons, on our site to count how many people visit certain web pages. The information collected from invisible pixels is used and reported in aggregate information without the use of personal information. This information may be used to improve the sites, advertising and its content, as well as to retarget our advertising on our site and that of third parties on the Internet. For more information about our ad server or to opt-out of having your personal information used to send you promotions please contact Compliance.MX@danone.com

We do not collect personally identifiable information on our sites unless it is knowingly and voluntarily provided to us. When you access our sites, we will request your authorization to capture information such as name, address, telephone number, age, date of birth, place of birth, and e-mail address.

The main purpose of capturing your e-mail address is to send you information about GRUPO DANONE and its products and/or Brands, and/or to exchange information related to the commercial or any other kind of existing relationship between us, in addition to the Promotions and/or Programs that may exist from time to time. Like many other Internet sites, we automatically collect non-personal information related to the Data Subjects, such as information related to software information (e.g. IP addresses, browser versions and operating systems) and aggregate information (e.g. the number of pages accessed) in order to analyze Web traffic and usage trends, and thus allow us to define content and services to suit the needs of the relationship with each of the Data Subjects. Information of this nature will not be associated with your identity or personal information.

Our Internet sites have hyperlinks and/or pages related to the site, which lead the Registrant to other sites, some of which are not affiliated or controlled by us. Once you leave our sites, each new site you visit may have its own privacy notice and terms of use. Your interaction with such sites will not be governed by this Privacy Notice and terms of use, and your use of such third party sites is at your own risk.

Regarding the use of the sites, we strive to create and maintain technical, administrative and physical security practices, as well as other appropriate systems of protection, in order to maintain our control over the Information, the information we collect, the information we collect, and the information you provide to us.



the control we have over the Information, that it is used as authorized and to prevent it from being altered or destroyed.

#### H. SECURITY.

We only collect information that we deem reasonably necessary to serve the legitimate interests of our business and to comply with our legal obligations. We protect Data Subjects with respect to their disclosed information, using industry standards of protection and in accordance with the Federal Law for the Protection of Personal Data in Possession of Individuals and its Regulations.

At the moment, each means of information collection including our sites, use a variety of security measures designed to protect the information, to prevent unauthorized use of users either inside or outside the company, including the use of encryption and other administrative, technical and physical security measures established in the law of the matter. This protects the loss, damage, misuse, interception or sabotage of confidential information, such as confidential numbers, online applications and financial information.

Our practice in communication systems, *software* and physical and electronic databases are designed to help us maintain the authenticity, integrity and confidentiality of such information. It is important to note that regardless of the fact that we use all necessary means to maintain the security of the information when it is transmitted through third parties (service providers), we cannot guarantee the security of the information in such transmissions, by any means or form.

#### I. AVAILABILITY PRIVACY NOTICE AND MODIFICATIONS.

The Privacy Notice in effect at the time the information is shared will apply to such sharing. However, this privacy notice may undergo modifications, changes or updates derived from new legal requirements; from our own needs for the products or services we offer; from our privacy practices; from changes in our business model, or for other causes; in which case we will let you know in an enunciative but not limited manner through: (i) visible advertisements in our stores, products, trucks, or in customer service centers; (ii) leaflets or brochures available in our stores or customer service centers; (iii) on our Internet Sites or (iv) by sending it to you through your email. Please review our Privacy Notice each time you share information with us or more frequently if you are interested in how your information will be used.

Date of Privacy Notice: Revised July 2024.