

MY SISLEY CLUB LOYALTY PROGRAM GENERAL TERMS AND CONDITIONS

Updated: February 2022

1. MY SISLEY CLUB LOYALTY PROGRAM'S MANAGER

The manager for the My Sisley Club Loyalty Program (hereinafter My Sisley Club Loyalty Program) is SISLEY South Africa (Pty) Ltd., a private company, whose registered office is located at No 7 Mount Linsley Midlands Estate, Centurion, Gauteng, registered in the South Africa Trade and Companies Register under number 2011/005803/07 (hereinafter "SISLEY").

2. MY SISLEY CLUB LOYALTY PROGRAM MEMBERSHIP CONDITIONS

The My Sisley Club Loyalty Program makes it possible to earn loyalty points based on the amount of purchases made on the online store www.sisley-paris.com/en-ZA/ (hereinafter the "Website"), (excluding all other points of sale) and use these earned loyalty points for future purchases offered by SISLEY on the Website. The My Sisley Club Loyalty Program also provides access to many benefits subject to the current terms and conditions of the My Sisley Club Loyalty Program.

Any individual who has purchased products on the Website can join the My Sisley Club Loyalty Program (hereinafter the "Member").

Members must create their account on the Website and provide the following mandatory information:

- Title
- Last Name
- First name
- Email address
- Date of Birth
- Consent or refusal to receive Sisley communications.

Membership to the My Sisley Club Loyalty Program is completely paperless, so no physical card will be given to Members.

The account is personal and in their name only. Members (same name, same email address) may only sign up once to the My Sisley Club Loyalty Program: Members are prohibited from having multiple accounts. In addition, the same email address can only be associated with one account for the Member.

The My Sisley Club Loyalty Program is reserved for individuals for their own, non-professional use.

Members may not assign or transfer, in any way whatsoever, all or part of their rights and/or obligations under the My Sisley Club Loyalty Program. Loyalty points are associated with the Member's person and earned by that person under the single/same account and are therefore non-transferable and non-assignable.

Members and all benefits of the My Sisley Club Loyalty Program are subject to current version of each of My Sisley Club Program General Terms and Conditions, the Website's General Terms and Conditions of Online Sales, the Website's Personal Data Protection Policy, and the Website's Cookie Policy.

3. MY SISLEY CLUB LOYALTY POINTS

3.1. Earning loyalty points

For each purchase of a product made on the Website, loyalty points are earned as follows: 100 Rands spent = 10 loyalty point earned.

The loyalty points earned are rounded to the nearest whole number.

For example:

R 240 = 24 loyalty points earned

R 300 = 30 loyalty points earned

R 454 = 45 loyalty points earned

R455 = 46 loyalty points earned

The amount of loyalty points earned when purchasing products is calculated based on the total invoice amount including VAT or other sales taxes but excluding shipping costs and any taxes or duties payable for importation by the Member, as applicable.

3.2. Using loyalty points

Loyalty points can only be used 30 days after the purchase date of the products.

During this 30-day period, new loyalty points recently earned will appear with the words "Pending" in the "My Account" section of the Website.

In case purchased products are returned, the loyalty points corresponding to the returned purchase will not be finally credited to the Member's account and these "Pending" loyalty points will not be added to the Member's total points

Loyalty points will expire and lapse upon the expiry of 12 months from the date of the applicable purchase.

For example, if a Member makes a purchase before 24h00 on January 15th, the loyalty points earned from that purchase will expire at 24h00 on January 14th of the following year.

When a Member wishes to use his/her available points, the earliest expiring points shall be used first.

If the purchase of products that were paid for in whole or in part with loyalty points are thereafter canceled or returned, the loyalty points used will be credited back to the customer's account but such credited points can only be used for a period of 30 days regardless of their initial expiration date.

The loyalty points used are distributed over all the products purchased in the same purchase event in proportion to the price of each of the products so purchased and that will be stated on the applicable invoice. If one or more products purchased in the same purchase event are returned, the loyalty points will likewise be credited in proportion to the price of the returned product(s) using the same proportional distribution in the original invoice.

3.3. Loyalty points value

10 points earned = 10 Rands discount to be used on your next purchase on the Website .

Members can use their available loyalty points (excluding "pending" loyalty points) and thus apply available points from the total amount payable for a purchase order, including VAT. Loyalty points cannot be used to pay for other taxes nor shipping costs, as applicable.

Members can use their loyalty points with no minimum purchase amount and no minimum threshold of loyalty points earned.

Members can thus pay for all or part of an order excluding shipping costs.

Loyalty points cannot be used to pay for:

- Shipping costs.

3.4. Checking loyalty points

Members can check their loyalty points balance:

- By logging into their Account on the Website.

Members can also track their totals and the use of their points at the time of their various purchases by logging on to their Account and going to the "Details about your Loyalty Points" section.

If a Member has any questions, he/she may also contact the Customer Service Department which can be reached:

- by phone at +27 12 657 2340 (toll-free call)
- via the "Contact Form" section of the Website
- by email at: sa_customer_service@sisley.fr

4. MY SISLEY CLUB STATUS

4.1. Determining Status

The My Sisley Club Loyalty Program consists of three statuses: Orchid, Gold and Platinum.

These statuses are determined according to the number of loyalty points earned by each Member:

- Orchid: from the first purchase up to 1199 loyalty points earned and available for use
- Gold: between 1200 and 2499 loyalty points earned and available for use
- Platinum: more than 2500 loyalty points earned and available for use.

The status of the Member may change throughout the year as described above depending on the total invoiced value of purchases made. Then, the status is recalculated on January 1st of each year by taking into account all purchases made during the previous year. For example: for existing Members, the status as of 1 January 2021 is determined based on purchases made during 2020.

Special case: for new Members who join the My Sisley Club Loyalty Program during the second half of year N, their status on January 1st of year N+2 will be determined by all purchases made in year N and N+1.

For example: for a new Member who joined the Loyalty Program on 30 August 2019, his/her status on 1 January 2020 was determined based on purchases made during 2019, and his/her status on 1 January 2021 is determined based on all purchases made during 2019 and 2020.

4.2. Benefits by status

Depending on their status, Members benefit from different advantages:

Orchid:

- Personalised Beauty advice
- A special gift for your birthday – Receive a complimentary gift within 14 days of birthday of your purchase of R 2 000.

Gold:

- Personalised Beauty advice
- A special gift for your birthday – Receive a complimentary gift within 14 days of birthday of your purchase of R 2 000.
- Exclusive events and offers for Gold Members
- Exclusive previews for new product launches
- Exclusive, private offers on “Golden Days”

Platinum:

- Personalised Beauty advice
- A special gift for your birthday – Receive a complimentary gift within 14 days of birthday of your purchase of R 2 000.
- Exclusive events and offers for Platinum Members
- Exclusive previews for new product launches
- Exclusive, private offers on “Platinum Days”
- Private Invitation to Platinum Events

5. PERSONAL DATA

When creating their account, Members must fill out the following mandatory information:

- Title
- Last Name
- First name
- Email address
- Date of Birth
- Consent or refusal to receive Sisley communications.

Members are responsible for the accuracy of the data they provide for creating their account and joining the My Sisley Club Loyalty Program. Members are responsible for keeping their information up-to-date by updating their data on the Website .

The date of birth is mandatory to be able to benefit from the Birthday Offers, otherwise the Member will not be able to benefit from them. If the birth date on his/her account is incorrect, only one change will be allowed and a copy of the Member's ID may be requested for any additional change in order to prevent any abuse.

SISLEY shall in no way be liable if the Member does not receive any communications, invitations, offers, or products sent to the Member under the My Sisley Club Loyalty Program due to inaccurate or outdated information.

The information collected shall be processed by computer for the following purposes:

- Managing the My Sisley Club Loyalty Program (legal basis: contract).
- Promoting and personalizing various communications (digital, email, paper, sms) from SISLEY (legal basis: Sisley's legitimate interest).
- Producing sales statistics (legal basis: Sisley's legitimate interest).

The controller of these data is SISLEY. The data may be sent to c.f.e.b. SISLEY and service providers selected by SISLEY for running the My Sisley Club Loyalty Program and managing customers' accounts.

The data will be kept for a period of time that enables SISLEY to comply with its legal obligations or for a maximum of three years from the last purchase/contact.

For more information on SISLEY's personal data protection policy, the Member can access such policy on the following link: <https://www.sisley-paris.com/en-ZA/personal-data/>

6. CHANGES AND TERMINATION

SISLEY shall use reasonable efforts to ensure that the My Sisley Club Loyalty Program operates smoothly but is not liable for any malfunctions or errors in the My Sisley Club Loyalty Program.

SISLEY reserves the right to amend the Loyalty Program and its conditions at any time upon notice to Members as posted on the Website. The latest version of the conditions applicable to the My Sisley Club Loyalty Program is available on the Website and it is the responsibility of Members to check the Website regularly for any such changes.

Sisley reserves the right to suspend or terminate the Program upon reasonable notice to members. Should the My Sisley Club Loyalty Program be terminated, Members who have acquired benefits shall retain these for the remaining time.

No change, suspension, or cancellation of the My Sisley Club Loyalty Program shall entitle any Member to compensation.

SISLEY reserves the right to suspend or deactivate a Member's account, that may lead to points earned being canceled, and the Member shall not be able to claim any compensation whatsoever if Sisley is satisfied that the Member:

- disrupted or attempted to disrupt the normal operation of the My Sisley Club Loyalty Program, and in particular in the event of fraud, attempted fraud, or misuse or attempted misuse of the benefits offered under the Loyalty Program by the Member or on the Member's account; and/or
- More generally, in the event of a failure by the Member to comply with the terms and conditions of the My Sisley Club Loyalty Program.

7. APPLICABLE LAW AND JURISDICTION

These Terms and Conditions are subject to South African law.

Members may resort to consumer mediation to resolve any dispute they may have with SISLEY, provided that (i) they have first contacted SISLEY Customer Service in writing and no solution has been found and (ii) the complaint is not patently unfounded or abusive.

Any dispute arising hereunder shall be subject to the exclusive jurisdiction of the South African courts, even in case of warranty claims or multiple defendants.