

# MY SISLEY CLUB LOYALTY PROGRAM GENERAL TERMS AND CONDITIONS

Updated: May 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 ORIENT FZCO, a Free Zone company with registered number DAFZ\1113 whose registered office is at Office B2-504 Dubai CommerCity, Umm Ramool, Dubai, Dubai, United Arab Emirates, 293652 and with VAT registration number 100238950800003 (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-MEA/](http://www.sisley-paris.com/en-MEA/) (hereinafter the "Website") (excluding all other points of sale) and use these earned loyalty points for future purchases. The My Sisley Club Loyalty Program also provides access to many benefits.

Any individual who has purchased products on the Website or shared a comment on the product, 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: multiple accounts are prohibited. In addition, the same email address can only be associated with one account.

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 without Sisley's prior, written consent. Loyalty points are associated with the Member's person and are therefore non-transferable and non-assignable.

Members are subject to 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 AED spent = 10 loyalty point earned.

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

For example:

200 AED = 20 loyalty points earned

300 AED = 30 loyalty points earned

400 AED = 40 loyalty points earned

500 AED = 50 loyalty points earned

The amount of points earned when purchasing products is calculated based on the total amount excluding taxes and shipping costs, when applicable.

In addition, in the case of sharing a comment on the product on the Website, a loyalty point is earned, up to a limit of 100 points, or 10 comments, over a period of twelve months, after the first comment posted.

### 3.2. Using loyalty points

Earned loyalty points can only be used 30 calendar days after the purchase date. This period corresponds to the legal withdrawal period and the period for returning purchased 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 purchase will not be definitively credited to the Member's account and these "Pending" loyalty points will not be added to the Member's total points.

Loyalty points are valid for 12 months from the date of purchase.

For example, if a Member makes a purchase on January 15<sup>th</sup>, the loyalty points earned from that purchase will expire on January 14<sup>th</sup> of the following year.

When a Member has loyalty points with different expiration dates and wishes to use his/her points, the earliest expiring points shall be used first.

If orders or products purchased in whole or in part with loyalty points are canceled or returned, the loyalty points used will be credited back to the customer's account and can only be used for a period of one month, regardless of the initial expiration date.

The loyalty points used are distributed over all the products of the order in proportion to the price of the products. Thus, in case of a return of one or more products, the loyalty points will be credited again in proportion to the price of the returned product(s).

As the point is not divisible, a distribution of the points used will be made between the products and the detail of this distribution will be mentioned on the invoice which will prevail in the event of a product return.

Points not used in whole or in part may not give rise to any refund, even partial, or exchange, nor to any monetary consideration in any form whatsoever (including change).

### 3.3. Loyalty points value

10 point earned = 10 AED discount to be used on your next purchase on the Website.

Members can take advantage of their available loyalty points (excluding "pending" loyalty points) and thus deduct their points from the total amount of their order, including all taxes, excluding shipping costs, if 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. Please note that if using the points reduces the order amount below the free shipping threshold, the Member will have to pay the 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 +971 (4) 222 6669 (International call charges may apply)
- via the "Contact Form" section of the Website
- by email at: [contact.mea@sisley-paris.com](mailto:contact.mea@sisley-paris.com)

## **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 to 249 loyalty points earned

- Gold: between 250 and 1499 loyalty points earned
- Platinum: more than 1500 loyalty points earned.

The status of the Member may change throughout the year as described above depending on the purchase made. Then, the status is recalculated on January 1<sup>st</sup> 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 1<sup>st</sup> 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:

- Personalized advice
- Redeemable loyalty points
- Birthday special: loyalty points are doubled on all your purchases made in the month of your birthday.

Gold:

- Personalized advice
- Redeemable loyalty points
- Birthday special: loyalty points are doubled on all your purchases made in the month of your birthday.
- Exclusive Gold Offers
- Private sales
- Pre-launch access
- Exclusive offers

Platinum:

- Personalized advice
- Redeemable loyalty points
- Birthday special: loyalty points are doubled on all your purchases made in the month of your birthday.
- Exclusive Platinum Offers
- Private sales
- Pre-launch access
- Exclusive offers

#### **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 it on the following link: <https://www.sisley-paris.com/en-MEA/personal-data/>.

## **6. CHANGES AND TERMINATION**

SISLEY shall do its best to ensure that the My Sisley Club Loyalty Program operates smoothly but cannot be held 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 within a reasonable period of time.

The latest version of the conditions applicable to the My Sisley Club Loyalty Program is available on the Website. SISLEY therefore invites the Members to check the Website regularly.

Sisley reserves the right to suspend or terminate the Program provided that Members are notified in advance within a reasonable period of time. 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, which will lead to the points earned being canceled, and the Member shall not be able to claim any compensation whatsoever:

- In the event of any action likely 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
- More generally, in the event of a failure to comply with these conditions.

## **7. APPLICABLE LAW AND JURISDICTION**

The Purchaser can have recourse to consumer mediation to solve any disputes they may have with SISLEY, providing (i) they have referred the matter to SISLEY's Customer Service in writing first, and no solution has been found and (ii) the referral is clearly not unfounded or vexatious. Any dispute in relation to these General Terms and Conditions of Sale shall be subject to the exclusive jurisdiction of the United Arab Emirates or other countries depending on the place of residence of the customers, even in case of warranty claims or multiple defendants.

## **8. LANGUAGE**

These My Sisley Club Loyalty Program General Terms and Conditions have been prepared in the English language and Arabic language. In the event of any inconsistency or different interpretation between the English text and Arabic text, the Arabic text shall prevail and the relevant English text shall be deemed to be automatically amended to conform with and to make the relevant English text consistent with the relevant Arabic text. Each party acknowledges that it has read these My Sisley Club Loyalty Program General Terms and Conditions and understands its content and that these My Sisley Club Loyalty Program General Terms and Conditions have been entered into freely and without duress. You acknowledge that you fully understand the language and the content of these My Sisley Club Loyalty Program General Terms and Conditions.