

MY SISLEY CLUB LOYALTY PROGRAM GENERAL TERMS AND CONDITIONS

Updated: April 2021

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 UK Ltd., a company incorporated and registered in England and Wales with company number 03499639 whose registered office is at 92 Golborne Road, London, W10 5PS (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-GB (hereinafter the "Website"), 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, automatically joins the My Sisley Club Loyalty Program (hereinafter the "Member").

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

- Title
- First Name
- Last 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: 10 pounds spent = 1 loyalty point earned.

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

For example:

£24 = 2 loyalty points earned

£25 = 3 loyalty points earned

£35 = 4 loyalty points earned

£88 = 9 loyalty points earned

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

The purchase of a gift card on the Website is included when calculating the amount of points earned but the following are excluded:

- Purchases paid for with a gift card.

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 15th, the loyalty points earned from that purchase will expire on January 14th 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 cancelled 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

1 point earned = 1 pound 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:

- Delivery costs. Please note that if using the points reduces the order amount below the free delivery threshold, the Member will have to pay the delivery costs.
- The purchase of a Sisley gift card.

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 0800 433 4483 (freephone)
- via the "Contact Form" section of the Website
- by email at: customerservicesuk@sisley-paris.com
- by mail by writing to the following address: SISLEY, 92 Golborne Road, London W10 5PS

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 49 loyalty points earned
- Gold: between 50 and 99 loyalty points earned
- Platinum: more than 100 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 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 advice
- Birthday special: Receive complimentary double points on any purchases made on your birthday

Gold:

- Personalised advice
- Birthday special: Receive complimentary double points on any purchases made on your birthday
- A bespoke VIP expert beauty consultation by appointment
- Exclusive Previews for new product launches
- Exclusive events and offers for Gold Members

Platinum:

- Personalised advice
- Birthday special: Receive complimentary double points on any purchases made on your birthday
- A bespoke VIP expert beauty consultation by appointment
- Exclusive Previews for new product launches
- Private Invitation to Platinum Events
- Exclusive Access to My Sisley Beauty Masterclasses

5. PERSONAL DATA

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

- Title
- First Name
- Last 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 personalising 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 processing 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 account.

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-GB>.

Members also have the right to file a complaint with the relevant supervisory authority.

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 cancelled, 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

These Terms and Conditions are subject to English law.

Any dispute arising hereunder shall be subject to the exclusive jurisdiction of the England and Wales courts, even in case of warranty claims or multiple defendants. However, if the Member is a resident of Northern Ireland the Member may also bring proceedings in Northern Ireland, and if the Member is a resident of Scotland, the Member may also bring proceedings in Scotland.