

**MY SISLEY CLUB LOYALTY PROGRAM  
GENERAL TERMS AND CONDITIONS  
Sisley-Paris.ca**

**Last updated on June 7, 2021**

**1. MY SISLEY CLUB LOYALTY PROGRAM'S MANAGER**

The manager for the Sisley-Paris.ca My Sisley Club Loyalty Program (hereinafter My Sisley Club Program) is Sisley Cosmetics USA Inc.

**2. MY SISLEY CLUB PROGRAM MEMBERSHIP CONDITIONS**

The My Sisley Club Program makes it possible to earn loyalty points based on the amount of eligible purchases made on the online store [www.sisley-paris.ca](http://www.sisley-paris.ca) (hereinafter the "Website"), and use these earned loyalty points for future eligible purchases. The My Sisley Club Program also provides access to various benefits. There is no purchase necessary to join the My Sisley Club Program. The My Sisley Club Program is void where prohibited by law. The My Sisley Club Program may not be used for any business or commercial purpose and we may refuse to create an account for any reason in our sole discretion.

The My Sisley Club Program is open to individuals who are legal residents of Canada and have reached the age of majority in their province or territory of residence, and who provide and maintain a valid email address and who have created an account on the Sisley-Paris.ca Website (hereinafter the "Member") by visiting the Website and following the instructions to create an account.

To enroll, Members must visit the Website and follow the instructions provided to create their account which entails providing the following information:

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

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

The account is available to individuals only for their personal use only and in the Member's name only. Each individual may only have one My Sisley Club Program account; multiple accounts are prohibited. In addition, one email address can only be associated with one account. In the event of a dispute over a Member's identity, the Member will be deemed to be the "authorized account holder" of the email address submitted at the time of enrollment. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted email address.

The My Sisley Club Program is reserved for individuals for their own personal, non-commercial 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 Program without Sisley's prior, written consent. Loyalty points are assigned to individual Members, and are therefore non-transferable and non-assignable.

These My Sisley Club Program General Terms and Conditions (hereinafter the "Terms") set forth the legally binding terms and conditions for your participation on the My Sisley Club Program. Members are also subject to the Website's [Purchase Policy](#), the Website's [Terms of Use](#), and the Website's [Privacy Policy](#), all of which are incorporated herein by reference. By joining the My Sisley Club Program, Members agree that they have read, understood and agree to be bound by these Terms, the Website's Purchase Policy, the Website's Terms of Use, and the Website's Privacy Policy. If you do not agree with these Terms, the Website's Purchase Policy, the Website's Terms of Use and the Website's Privacy policy, then you cannot participate in the Program.

### **3. MY SISLEY CLUB LOYALTY POINTS**

#### **3.1. Earning loyalty points**

For each purchase of an eligible product made on the Website, loyalty points are earned as follows:  
CAD10 spent = 1 loyalty point earned.

Loyalty points earned are rounded to the nearest whole number. For example:

CAD24 = 2 loyalty points earned

CAD25 = 3 loyalty points earned

CAD35 = 4 loyalty points earned

CAD88 = 9 loyalty points earned

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

#### **3.2. Using loyalty points**

Earned loyalty points are available to be used 30 calendar days after the purchase date. During this 30-day period, new loyalty points recently earned will appear with the words "Pending" in the "My Account" section of the Website. SISLEY shall not be responsible for any loyalty points lost or redeemed due to fraudulent activity by you or any other third-party having access to your account.

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).

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

In case products purchased with loyalty points are returned, the loyalty points used in the purchase will be credited back to the Member's account once the return process is finalized.

Loyalty points earned through the My Sisley Club Program will expire if your account becomes inactive. To keep your account active, you must make a purchase or make a redemption under your My Sisley Club Program account once every 12 months by redeeming points/rewards on our Website or through any

other means we may communicate to you from time to time. Membership will expire if a member is inactive for a period of 12 months or more and you will receive two email notifications that your points will expire, respectively within 60 and 30 days before the points' expiry date.

### 3.3. Loyalty points value

1 point earned = 1 CAD discount to be used on your next purchase on the Website. Benefits, including loyalty points, earned through the My Sisley Club Program may not be transferred or redeemed or exchanged for cash.

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, excluding all taxes and shipping costs, if applicable.

Members can use their accrued 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 sales taxes and shipping costs.

Loyalty points cannot be used to pay for:

- Shipping costs.
- The purchase of a Sisley gift card.
- Non-qualifying products.
- Sales taxes.

### 3.4. Checking loyalty points

Members can check their loyalty points balance and track their orders by logging on to their Account.

If a Member has any questions, they may contact Sisley:

- by phone at (toll free) 1-855-747-2948
- by email [customerserviceCANADA@sisley-paris.com](mailto:customerserviceCANADA@sisley-paris.com)
- through the contact form on the Website
- or by mail to the following address:

SISLEY COSMETICS USA INC.

19 West 44th St

Suite 514

New York, New York 10036

Attn. Customer Service

If you are concerned that points have not been properly applied to your account or that points have expired, please contact Sisley using one of the methods stated above within 30 days after the purchase or other Program activity took place. We are not responsible for late notifications about purchases or other My Sisley Club Program activity took place or other Program activities not being credited to an account.

## **4. MY SISLEY CLUB TIERS**

### 4.1. Determining Tier

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

These tiers are determined according to the number of loyalty points earned by each Member during a calendar year:

- Orchid: Automatically enrolled with first purchase on Sisley-Paris.ca.
- Gold: Earn between 100 and 199 My Sisley Club points between January 1st and December 31st.
- Platinum: Earn 200 or more My Sisley Club points between January 1st and December 31st.

A Member's tier is determined on January 1<sup>st</sup> of each year by taking into account all qualifying purchases made during the previous year. Example: For an existing Member, the status as of 1 January 2021 is determined based on purchases made during the 2020 calendar year.

Special case: for new Members who join the My Sisley Club Program after July 1st, their tier on January 1st of the second year will be determined by purchases made in the previous two years.

Example: For a new Member who joined the My Sisley Club Program on 30 November 2019, their tier on 1 January 2021 is determined based on purchases made during 2019 and 2020.

#### 4.2. Benefits by tier

Members receive the following benefits:

Orchid:

- Free shipping on all orders
- Birthday gift: double loyalty points on all qualifying orders for 30 days starting on their birth date.

Gold:

- Free shipping on all orders
- Birthday gift: double loyalty points on all qualifying orders for 30 days starting on their birth date.
- Preview new product launches
- Access to Gold tier exclusive offers and sales events

Platinum:

- Free shipping on all orders
- Birthday gift: double loyalty points for on all qualifying orders 30 days starting on their birth date.
- Preview new product launches
- Access to Platinum tier exclusive offers and sales events

## **5. PERSONAL DATA**

When creating their account, Members must provide the following information to SISLEY:

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

Members are solely responsible for maintaining the accuracy of their account information. 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 gift benefit.

If the birth date on their account is incorrect, only one change will be allowed and a copy of a Member's government-issued identification 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 Program due to inaccurate or outdated information or refusal to provide consent to receive communications.

The data collected will be processed for the following purposes:

- Managing the My Sisley Club Program.
- Promoting and personalizing various communications (digital, email, paper, SMS) from SISLEY.
- Sales statistics.

SISLEY and its service providers are the recipients of this data for running the My Sisley Club Program. The data may be sent to third-party service providers selected by SISLEY to manage consumer accounts. This 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.

In accordance with personal data protection regulations, Members have the right to access, rectify, delete, limit or oppose processing, request portability of their data, and to inform us of any instructions regarding the fate of their data after their death. We may ask that you make the request in writing. You can contact Sisley:

- by phone at (toll free) 1-855-747-2948
- by email customerserviceCANADA@sisley-paris.com
- through the contact form on the Site
- or by mail to the following address:

SISLEY COSMETICS USA INC.

19 West 44th St

Suite 514

New York, New York 10036

Attn. Customer Service

## **6. CHANGES AND TERMINATION**

The My Sisley Club Program is offered at Sisley's sole discretion, and, subject to the below and to the fullest extent allowable under applicable law, SISLEY reserves the right, in its sole discretion, to cancel, modify, restrict or terminate the My Sisley Club Program at any time.

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

The latest version of these Terms is available on the Website. Sisley therefore invites the Members to check the Website regularly.

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

SISLEY, in our sole discretion, reserves the right to suspend or deactivate a Member's account, which will lead to the points earned being canceled. The Member shall not be able to claim any compensation whatsoever. Sisley reserves the right to take appropriate legal action:

- In the event of any action likely to disrupt the normal operation of the My Sisley Club Program, and in particular in the event of fraud, attempted fraud, illegal activity, or misuse or attempted misuse of the benefits offered under the Program.
- More generally, in the event of a failure to comply with these conditions.

Members may cancel their membership at any time by contacting Sisley Paris Customer Service:

- by phone at (toll free) 1-855-747-2948
- by email [customerserviceCANADA@sisley-paris.com](mailto:customerserviceCANADA@sisley-paris.com)
- through the contact form on the Site
- or by mail to the following address:  
SISLEY COSMETICS USA INC.  
19 West 44th St  
Suite 514  
New York, New York 10036  
Attn. Customer Service

If you cancel your membership, you will lose all accumulated points, benefits and tier status.

**If you reside outside of Quebec:**

We may modify all or one or more parts of these Terms and Conditions at any time, including the following elements:

- The eligibility conditions for participating in the My Sisley Club Program,
- The manner in which a My Sisley Club Program member participates in the program,
- The manner and rate at which loyalty points are earned, and
- The manner and rate at which loyalty points are redeemed.

In the event these Terms and Conditions, or any aspect of the My Sisley Club Program, is restricted, suspended or changed, we will provide you advance notice by posting the amended Terms and Conditions online at our Website, and by sending you notice using your email or mailing address. Your continued participation in the My Sisley Club Program following such notice will constitute your consent to any amendments to these Terms and Conditions, or any other aspect of the My Sisley Club Program. In the event that the amendment entails an increase in your obligations or a reduction in our obligations and you do not agree to such amendment, you may close your account and cancel your participation in the My Sisley Club Program without cost or penalty. You will then have 45 days to redeem any Loyalty points on your account. Any loyalty points that are not redeemed after 45 days will be forfeited.

**If you reside in Quebec:**

We may modify, in whole or in part, the following elements of the My Sisley Club Program:

- The eligibility conditions for participating in the My Sisley Club Program,
- The manner in which a My Sisley Club Program member participates in the program, and
- The manner and rate at which loyalty points are earned.

In the event these Terms and Conditions, or any aspect of the My Sisley Club Program is restricted, suspended or changed, we will provide you notice at least 60 days before the amendment comes into effect. Such notice will be provided by posting the amended Terms and Conditions online at our Website, by sending you written notice using your email or mailing address (if you have provided us with such an address), and setting out the new clause, or the amended clause and how it read formerly, and the date on which the change will come into effect. Upon receipt of such notice, and if the amendment entails an increase in your obligations or a reduction in our obligations, you may refuse the amendment and rescind or cancel your participation in the My Sisley Club Program without cost, penalty or cancellation indemnity, by sending us notice to that effect no later than 30 days after the amendment comes into force, at the address or email address indicated in the notice. You will then have 45 days to redeem any loyalty points on your account. Any loyalty points that are not redeemed after 45 days will be forfeited.

If you do not exercise your right to rescind or cancel your participation in the My Sisley Club Program by sending us notice no later than 30 days after the amendment comes into force, your continued participation in the My Sisley Club Program at any time after such 30-day delay has expired will constitute your consent to be bound by the amendment.

## **7. RELEASE/LIMITATION OF LIABILITY / INDEMNIFICATION / NO WARRANTY**

Members agree to release SISLEY, its parents, subsidiaries, affiliates, distributors, retailers, and each of their employees, officers or agents (the “SISLEY Entities”) from and against any and all claims, damages, losses, liabilities, and other expenses (including, without limitation, reasonable attorney’s fees) relating to their participation in the My Sisley Club Program, including, but not limited to, the use or misuse of My Sisley Club Program benefits, and/or these Terms.

In no event shall the SISLEY Entities be liable for any direct, indirect, incidental, special, consequential or punitive damages with respect to a Member’s participation in the My Sisley Club Program, including, but not limited to the use or misuse of My Sisley Club Program benefits, including, without limitation, lost profits or revenues, costs of replacement, business interruptions, and loss of data or damages. In no event will SISLEY’s aggregate liability to Members in connection with your participation in the Program exceed the amount (if any) paid by you to SISLEY in the six months immediately preceding the event which gave rise to the liability. Because some jurisdictions do not allow for the exclusion of damages, SISLEY’s liability in such jurisdictions shall be limited to the greatest extent permitted by the law of such jurisdiction.

If a third party brings a claim against the SISLEY Entities related to or resulting from your participation in the My Sisley Club Program, you agree to indemnify and hold the SISLEY Entities harmless from and against all damages, losses and expenses of any kind (including reasonable legal fees and costs) related to such claim.

The SISLEY Entities disclaim all warranties, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose with respect to the My Sisley Club Program or any products or services related to the My Sisley Club Program.

## **8. APPLICABLE LAW / ATTRIBUTION OF JURISDICTION**

### **8.1. APPLICABLE LAW & ATTRIBUTION OF JURISDICTION**

These Terms and Conditions are governed by the laws of the province of Ontario and the federal laws applicable in Ontario, without reference to conflict of laws provisions. However, in respect of residents of

Quebec, these Terms and Conditions are governed by the laws of the Province of Quebec and the federal laws applicable in Quebec.

## **8.2. BINDING ARBITRATION OF ALL DISPUTES**

We believe that arbitration is a faster, more convenient and less expensive way to resolve any disputes that you may have with us. Therefore, pursuant to the Website's Terms of Use, if you have any dispute with us regarding or relating to your participation in the My Sisley Club Program, including, but not limited to, your use or misuse of My Sisley Club Program benefits, or your use of the Website, these terms or the Website's terms of use, or our Purchase Policy or our Privacy Policy or any purchases or use of the products (collectively "Sisley Transactions"), except in Quebec, to the fullest extent permitted by applicable law, you will not have the right to pursue a claim in court and agree to submit such dispute to confidential binding arbitration administered by JAMS or its successor ("JAMS") and conducted in accordance with the JAMS streamlined arbitration rules and procedures in effect at the time the arbitration is initiated or, if the amount in controversy exceeds \$100,000, in accordance with the JAMS comprehensive arbitration rules and procedures then in effect (respectively, the "Applicable Rules"). The applicable rules can be found at [www.jamsadr.com](http://www.jamsadr.com). If JAMS is no longer in existence, the arbitration shall be administered by the American Arbitration Association or its successor (the "AAA") instead, and conducted in accordance with the AAA commercial arbitration rules in effect at that time (which shall be the "Applicable Rules" in such circumstances). If JAMS (or, if applicable, AAA) at the time the arbitration is filed has minimum standards of procedural fairness for consumer arbitrations in effect which would be applicable to the matter in dispute, SISLEY agrees to provide the benefit of such minimum standards to you to the extent they are more favorable than the comparable arbitration provisions set for herein, provided, however, that in no event may such minimum standards contravene or restrict the application of subpart (e) or (i) below. Furthermore, nothing herein shall prevent any party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You further agree that:

(a) the arbitration shall be conducted before a single arbitrator selected in accordance with the applicable rules or by mutual agreement between you and SISLEY (the "Arbitrator");

(b) the Arbitrator, and not any federal, provincial or local court or agency, shall have the exclusive authority to resolve any dispute arising under or relating to the validity, interpretation, applicability, enforceability or formation of the terms, including but not limited to any claim that all or any part of the terms is void or voidable;

(c) the Arbitration shall be held either (i) at a location determined by JAMS (or, if applicable, AAA) pursuant to the applicable rules (provided that such location is reasonably convenient for you and does not require you to travel in excess of 100 miles from your home or place of business); or (ii) at such other location as may be mutually agreed upon by you and SISLEY; or (iii) at your election, if the only claims in the Arbitration are asserted by you and are for less than \$10,000 in aggregate, by telephone or by written submission;

(d) the Arbitrator (i) shall apply internal laws of the Province of Ontario and the federal laws that apply within Ontario, irrespective of any conflict of law principles, (ii) shall entertain any motion to dismiss, motion to strike, motion for judgment on the pleadings, motion for complete or partial summary judgment, motion for summary adjudication, or any other dispositive motion consistent with Ontario Rules of procedure, as applicable; (iii) shall honor claims of privilege recognized at law; and (iv) shall have authority to award any form of legal or equitable relief;

(e) the Arbitration can resolve only your and/or SISLEY's individual claims, and the Arbitrator shall have no authority to entertain or arbitrate any claims on a class or representative basis, or to consolidate or join



the claims of other persons or parties who may be similarly situated;

(f) the Arbitrator shall issue a written award supported by a statement of decision setting forth the Arbitrator's complete determination of the dispute and the factual findings and legal conclusions relevant to it (an "Award"). Judgment upon the award may be entered in any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets;

(g) in the event you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, SISLEY will pay as much of your filing and hearing fees in connection with the arbitration as the Arbitrator deems necessary to prevent the Arbitration from being cost-prohibitive, regardless of the outcome of the Arbitration, unless the Arbitrator determines that your claim(s) were frivolous or asserted in bad faith;

(h) in the event you recover an award greater than SISLEY's last written settlement offer, the Arbitrator shall also have the right to include in your award SISLEY's reimbursement of your reasonable and actual out-of-pocket attorneys' fees associated with the Arbitration, but SISLEY shall in all events bear its own attorneys' fees; and

(i) with the exception of subpart (e) above, if any part of this Arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the applicable rules, then the balance of this Arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (e) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration provision shall be null and void, and neither you nor SISLEY shall be entitled to arbitrate their dispute, and must instead bring any claims in a court of competent jurisdiction;

(j) SISLEY may modify these arbitration provisions, but such modifications shall only become effective thirty (30) days after SISLEY has given notice of such modifications and only on a prospective basis for claims arising from SISLEY transactions occurring after the effective date of such notification;

(k) notwithstanding the foregoing arbitration provisions, at your option, you may bring any claim you have against SISLEY in the Small Claims Court in Ontario, if your claim is within such court's jurisdictional limit; provided such court does not have the authority to entertain any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated in such proceeding.