## MY SISLEY CLUB LOYALTY PROGRAM GENERAL TERMS AND CONDITIONS

www.sisley-paris.com/en-MY/loyalty-program/my-sisley-club.html

Updated: December 2023

#### 1. MY SISLEY CLUB LOYALTY PROGRAM MANAGER

The manager for the My Sisley Club Loyalty Program is the company SISLEY COSMETICS SDN. BHD. (hereinafter "SISLEY"), a company incorporated and registered in Malaysia with company registration no: 200101026713 (562471-W) whose registered office is: Unit No. A-18-02, 18th Floor, Northpoint Offices, Mid Valley City, No. 1, Medan Syed Putra Utara, 59200 Kuala Lumpur, Malaysia.

## 2. MY SISLEY CLUB LOYALTY PROGRAM MEMBERSHIP CONDITIONS

Any individual who has purchased products (excluding beauty treatment services) on the online store www.sisley-paris.com/en-MY (hereinafter the "Website") or at Sisley stores located in Malaysia automatically qualify as member in the My Sisley Club Loyalty Program (hereinafter the "Member"). The My Sisley Club Loyalty Program ("SISLEY CLUB LOYALTY PROGRAM") makes it possible to earn loyalty points based on the amount of purchases made on the Website, as well as at all Sisley stores located in Malaysia (excluding all other points of sale). Membership to the My Sisley Club Loyalty Program is completely paperless, so no physical card will be given to Members.

## 2.1. Enrollment

In order to enroll, Members must create their account on the Website or at Sisley stores and provide the following mandatory information ("Mandatory Information") with their consent:

- Title
- Last Name
- First name
- Email address
- Local address
- Local mobile number (in shipping & billing form)
- Date of Birth
- Consent or refusal to receive Sisley communications.

The account is personal and in their name only. If you are a current Member (from previous purchases in the Sisley stores), the exact same mobile number must be used for member identification in order to accumulate points to your current membership.

Members (same name, same phone number, same email) may only sign up once to the Loyalty Program: multiple accounts are prohibited. The 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 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 Sisley's General Terms and Conditions of Online Sales, the Sisley's Privacy Policy, and the Sisley's Cookie Policy.

## 2.2 Membership Validity

Membership validity starts from the date of first purchase.

Membership validity period is 12 months from the month you become a member.

For example:

A Member making initial purchase on 1 Jan 2023 will enjoy membership validity until 1 Jan 2024. All loyalty points accumulated during the 12 months membership period will expire on 1 Jan 2024.

#### 2.3. Sisley Member

Members who make any purchase will qualify as Sisley Member.

Sisley Members enjoy exclusive benefits such as:

- Use the earned loyalty points for Sisley product redemption.
- Be invited to exclusive Sisley Events.
- Celebrate your birthday with a complimentary birthday beauty gift to be redeemed within the birthday month.

To the maximum extent permitted by law, SISLEY may at its sole discretion amend or withdraw any privileges, terms and conditions by giving Members a reasonable notice.

#### 3. MY SISLEY CLUB LOYALTY POINTS

### 3.1. Earning loyalty points

For each purchase of a product (excluding beauty treatment services) made on the Website or at Sisley stores, loyalty points are earned as follows: 1 RM of Sisley purchase = 1 Sisley loyalty point earned.

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

For example:

RM 24 = 24 loyalty points earned

RM 50 = 50 loyalty points earned

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

The points will be credited into the customer account 1-2 day after the purchase date. In case purchased products are returned, the loyalty points corresponding to the purchase will not be definitively credited to the Member's account.

## 3.2. Using loyalty points

Earned loyalty points can be used when definitively credited to your loyalty account. This period corresponds to the legal withdrawal period and the period for returning purchased products.

Sisley Members can use the earned loyalty points for Sisley product redemption by visiting any Sisley stores/counters. (Store Locator)

- A total of 4 product redemption tiers are available. (Please refer to the Sisley Club Loyalty Program Booklet)
- Please allow 28 business days for processing of your redemption request. During this period if you have any returns or refunds that will incur a negative point balance in your loyalty account, Sisley reserves the right to withhold the redemption products until the point balance is settled.
- Redemption is to be collected at customer's designated Sisley store within 2 months, after which the Sisley products will be forfeited.
- All Sisley products are subject to availability, and non-exchangeable for cash.

\*All loyalty points must be redeemed before 1st Jan of the following year. Sisley loyalty points that are not redeemed within membership validity period will be forfeited. Balance points are not allowed to be carried forward to next year and are not transferable to other members. For example:

A Member makes an initial purchase of RM 500 on 1 January 2023 and a second purchase of RM 300 on 1 June 2023. A total of 800 loyalty points will expire on 1 January 2024.

## 3.3. Loyalty points value

Earned loyalty points have no monetary value and are non-exchangeable for cash. Earned loyalty points may only be used to redeem a selected group of products decided by SISLEY. (Please refer to the Sisley Club Loyalty Program Booklet)

# 3.4. Checking loyalty points

Members can check their loyalty points balance:

- At Sisley stores.
- Via Sisley's Customer Service department email: sisley.my@sisley.fr

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

- via the "Contact Form" section of the Website
- by email at: sisley.my@sisley.fr
- by phone at +603-22834648 from Monday to Friday from 9:30 am to 5:30 pm

## 4. PERSONAL DATA

SISLEY collects, uses and processes Personal Data of the Member in accordance with SISLEY's personal data protection policy at www.sisley-paris.com/en-MY/personal-data/, and the Member hereby agree to the collection, use and processing of his/her personal data as described in the said personal data protection policy.

In this section, "Personal Data" shall have the same meaning as prescribed in the Personal Data Protection Act 2010.

## 5. CHANGES AND TERMINATION

SISLEY shall do its best to ensure that the Loyalty Program operates smoothly however SISLEY shall not, to the maximum extent permitted by law, be held liable for any malfunctions or errors in the Loyalty Program.

SISLEY reserves the right to amend the Loyalty Program and these My Sisley Club Loyalty Program Terms and Conditions at any time within a reasonable period of time by publishing the latest version of these My Sisley Club Loyalty Program Terms and Conditions on the Website or notifying the Members of the same. The Member's continued participating in the Loyalty Program, after the publishing of such new terms and conditions or the issuance of such notice, shall be deemed to constitute the Member's acceptance of these My Sisley Club Loyalty Program Terms and Conditions with such amendments. SISLEY invites the Members to check the Website regularly.

SISLEY reserves the right, to the maximum extent permitted by law, to suspend or terminate the Loyalty Program provided that Members are notified in advance within a reasonable period of time. Should the Loyalty Program be terminated, Members who have acquired benefits shall retain these for the remaining time. To the maximum extent permitted by law, no change, suspension, or cancellation of the Loyalty Program shall entitle any Member to compensation.

To the maximum extent permitted by law, 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 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.

## 6. APPLICABLE LAW AND JURISDICTION

These Terms and Conditions are governed by and construed in accordance with the laws of Malaysia. Any dispute in relation to the Loyalty Program, all rights and obligations and all actions contemplated by My Sisley Club Loyalty Program Terms and Conditions shall be submitted to the exclusive jurisdiction of the courts of Malaysia.

In the event of any dispute a Member may have with SISLEY, the Member should first contact SISLEY Customer Service in writing.