

GENERAL TERMS OF USE FOR WELCOME, VIP & FRONTALIERE CARDS

The present general terms of use (referred to hereafter as the “Terms”) apply in the participating Printemps stores (referred to hereafter as “Stores”) specified below. The Terms govern the contractual relations applicable between Printemps and its customers of foreign nationality not resident in France in the context of the operation of Welcome, VIP and Frontalière cards.

1. GENERAL PROVISIONS

Welcome, VIP and Frontalière cards (referred to hereafter as “Cards”) are offered by Printemps, a simplified share-issuing company (*société par actions simplifiée*) capitalised at €110,563,160, registered on the Paris trade and companies register under number 503 314 767 and headquartered at 102 rue de Provence, 75009 Paris, to provide customers with the benefits described below.

The three following stores (Printemps Brest, Printemps Tours and Printemps Caen) also provide to their customers the Welcome cards and these General Terms also apply to these stores.

Cardholders may use Cards in conjunction with any means of payment (cash, bank card, gift card, Alipay, etc), though cash payments are subject to a maximum of €15,000 per transaction for persons resident in a foreign country for tax purposes.

Cardholders acknowledge that the Terms may be amended at any time in whole or in part and that no claims of any sort, including for damages, may be made against Printemps in respect of the Terms. The latest version of the Terms is available on the printemps.com website.

The Terms and any amendments thereto are deemed to have been approved by the cardholder once he/she uses a Card.

1.1 Activating a Welcome card

Welcome cards are issued free of charge and are strictly personal. They may not be sold, transferred or loaned.

Welcome cards are valid for a period limited to 7 (seven) days counting from activation at a Store till. No more than 2 (two) Welcome cards per month may be issued to the same cardholder.

Welcome cards are valid in all Stores except the one in the Louvre.

Welcome cards are physical objects with a 16 (sixteen) digit number. They can be used solely to associate a number with the customer’s purchases.

1.2 Activating a VIP card

VIP cards are issued free of charge and are strictly personal. They may not be sold, transferred or loaned.

VIP cards are valid for a period limited to 1 (one) year counting from activation at a Printemps Haussmann Store till and solely for use in this Store (Paris 9).

1.3 Activating a Frontalière card

Frontalière cards are issued free of charge and are strictly personal. They may not be sold, transferred or loaned.

Frontalière cards are valid for a period limited to 1 (one) year counting from activation at a Store till and for use in the Stores in Lille (Belgian customers), Metz (Luxembourger and German customers), Strasbourg (German and Swiss customers), Lyons (Swiss customers) and Cagnes (Italian customers).

2. ELIGIBILITY, APPLYING AND ISSUE

2.1 General provisions

Purchases must be made for the specific needs of cardholders, who undertake to refrain from selling onto third parties, whether private individuals or businesses. Only one Card will be issued to each person eligible, as all Cards are personal.

The following data must be provided to obtain Card benefits: title (Mr/Ms/Mrs/Miss), full name, date of birth (day & month) and nationality. Printemps reserves the right at any time to demand presentation of proof of identity of anyone applying for any Card and may demand that cardholders provide any proof considered necessary.

Cardholders guarantee the accuracy of all information provided and are fully liable for any incorrect, incomplete or out-of-date information that they provide. Printemps disclaims all liability in the event of non-receipt of an offer or the impossibility of taking up a benefit as a result of out-of-date or incorrect information.

2.1.1 Welcome cards

Welcome cards are available to all private individuals on condition that they are over 18 years of age and are not resident in France. They are not issued to corporate or legal entities of any type. Cards are issued at the reception desk of the Printemps Haussmann Store and at the customer services desk in all other Stores.

2.1.2 VIP cards

VIP cards are available to private individuals on condition that they are over 18 years of age and are not resident in France. They are not issued to corporate or legal entities of any type. Cards are issued exclusively on presentation of an invitation sent by the VIP department of the Printemps Haussmann Store to the customer concerned. VIP cards are not issued in other Stores.

2.1.3 Frontalière cards

Welcome cards are available to all private customers living in a border area¹ on condition that they are over 18 years of age and are not resident in France. They are not issued to corporate or legal entities of any type. Cards are issued at the customer services desk in the Stores in Lille (Belgian customers), Metz (Luxembourger and German customers), Strasbourg (German and Swiss customers), Lyons (Swiss customers) and Cagnes (Italian customers).

1) Customers resident in Luxembourg, Switzerland, Italy, Germany and Belgium.

3. CARD BENEFITS

3.1 Benefits applicable to all Cards

Welcome, VIP and Frontalière cardholders benefit from a special discount of 10% (ten per cent) on purchases made in Stores, though this discount does not apply to brands defined as “red dots” shown on the stands concerned, to the bookshop, catering services, food products, the use of wedding list services, gifts and purchases, gift card purchases, Printemps Voyages, Louis Vuitton, Uniqlo (Printemps Nation) or the *Maison du Monde* stand (Printemps Nation).

3.2 Concurrence

3.2.1 Welcome card benefits cannot be used concurrently with VIP or Frontalière card benefits, promotional offers, bargain sales or benefits reserved for customers resident in France, i.e. the *Printania* and *Printania Plus* loyalty programme, though a Welcome card may be used for tax-free purchases.

3.2.2 VIP card benefits cannot be used concurrently with Welcome or Frontalière card benefits, bargain sales, promotional offers or benefits reserved for customers resident in France, i.e. the *Printania* and *Printania Plus* loyalty programme, though a VIP card may be used for tax-free purchases.

3.2.3 Frontalière card benefits cannot be used concurrently with Welcome or VIP card benefits, bargain sales, promotional offers or benefits reserved for customers resident in France, i.e. the *Printania* and *Printania Plus* loyalty programme, though a Frontalière card may be used for tax-free purchases.

4. PERSONAL DATA

a) Identity of the processing controller

Card-related data are collected by Printemps, a simplified share-issuing company (*société à actions simplifiée*) capitalised at €110,563,160, headquartered at 102 rue de Provence, 75009 Paris, and registered on the Paris trade and companies register under number 503 314 767.

b) Data collected

Printemps collects cardholders’ personal data and reserves the right to convey such data to third parties with the cardholder’s prior agreement. The following types of personal data in particular are collected in the context of Card use:

- identification and address data (title {Mr/Ms/Mrs/Miss}, full name, telephone number, postal address, country, e-mail address, date of birth (day & month) and certain forms of proof of identity;
- data for the purpose of administering Cards and customer services (date of issue, type of card, customer complaints, etc);
- data on purchases, collected when a purchase is made by a cardholder;
- date of acceptance or refusal of commercial canvassing.

c) Purposes of data collection

Personal data collected as part of the Card programme are processed by Printemps for the following purposes in particular:

- administering and coordinating commercial relations, loyalty & canvassing and compiling statistics;
- administering the programme (registration, benefits and programme services).

d) Cardholders' data and rights

In accordance with the Act of 6th January 1978, all cardholders have the right to access, correct and delete their personal data and also a right of opposition. Cardholders may also withdraw permission for commercial canvassing by Printemps. All of these rights are exercised by writing to Printemps, Direction CRM, 102 rue de Provence, 75009 Paris, or e-mailing vosdonneespersonnelles@printemps.fr.

e) Recipients of collected data

Personal data collected in the context of the programme are intended for the authorised departments of the processing controller in charge of administering the programme (notably sales teams and the marketing department) and the companies which have concluded an affiliate agreement with the processing controller in charge of hosting the programme.

f) Period of retention

Personal data are retained for a period proportional to the purpose of the processing. Cardholders also have the right to give specific and general instructions concerning the retention, deletion and disclosure of personal data after death, allowing them to delegate the power to exercise the above-mentioned rights to anyone of their choice.

g) Data location

Personal data are hosted on the servers of a service provider located in France.

h) General provisions

For further information on the personal data policy for the programme, please visit <http://www.printemps.com/carte-printemps/mentions-legales-en-savoir-plus>.

5. CARD LOSS / THEFT

In the event of a Card being lost or stolen, the reception desk in the Printemps Haussmann Store or the customer services desk in other Stores must be contacted by the cardholder, who will then be issued with a new card, though Printemps disclaims all liability even in respect of fraudulent use of benefits by a third party before the card is blocked.

6. EXCLUSIONS

Cards offer Printemps customers benefits according to their purchases on the assumption that cardholders will observe the Terms and act honestly in their dealings with Printemps so Cards will be

deactivated and their benefits cancelled automatically, without the possibility of any compensation being claimed from Printemps, in any of the following cases:

- non-observance of any Terms;
- misuse or fraudulent use of Card benefits;
- purchase of more than 5 (five) products with the same reference per day;
- conduct likely to disrupt the operation of the Cards and/or Store;
- falsification of information provided by the cardholder or a third party acting on his/her behalf;
- more generally, conduct damaging to Printemps' interests.

Given the above, Printemps also reserves the right to take any measure or action (including court proceedings) that it thinks fit.

7. LIABILITY

Printemps disclaims all liability for any direct or indirect consequences of any faults or malfunctions in Cards or the printemps.com website, irrespective of the causes thereof.

Card benefits and the terms of Card use and validity may be amended in whole or in part unilaterally at any time by Printemps without the cardholder or any third party being able to claim any complaint [*sic – translator*] or compensation of any nature whatsoever and such adaptations or amendments will be applicable to all Card use after such changes.

8. COMPLAINTS / INFORMATION

For all Card enquiries, cardholders should contact vosdonneespersonnelles@printemps.fr.

9. MISCELLANEOUS

The Terms supersede all previous documents.